



CITY OF SANTA CLARA

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CITY COUNCIL MEETING

AGENDA

A complete agenda packet with back-up reports is available at either City Library beginning Saturday before the Tuesday meeting or at the City Clerk's Office on weekdays. A complete agenda packet is also available at the City Council meeting and on the City's website.

April 08, 2014

6:00 pm

Closed Session

Council Conference Room

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6

City designated representative: Julio J. Fuentes, City Manager (or designee)

Employee Organization(s):

Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171

Unit #2 - Santa Clara Police Officer's Association

Unit #3 - IBEW Local 1245 (International Brotherhood of Electrical Workers)

Unit #4 - City of Santa Clara Professional Engineers

Units #5, 7 & 8 - City of Santa Clara Employees Association

Unit #6 - AFSCME Local 101 (American Federation of State, County and Municipal Employees)

Unit #9 - Miscellaneous Unclassified Management Employees

Unit #9A - Unclassified Police Management Employees

Unit #9B - Unclassified Fire Management Employees

Unit #10 - PSNSEA (Public Safety Non-Sworn Employees Association
and

Conference with Real Property Negotiator

Pursuant to Government Code Section 54956.8

Property: APN 224-02-002; 224-02-013; 224-02-014; 224-02-020; and 224-02-023

Negotiating Party(ies): Steve Zamudio, Colliers International

City Negotiator: Julio J. Fuentes, City Manager (or designee)

Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property
(provisions, price and terms of payment)

and

Conference with Real Property Negotiator

Pursuant to Government Code Section 54956.8

Property: Transmission facilities and entitlement connecting the Westwing Substation,
11400 W Hatfield Road, Peoria, Arizona, to the midpoint of the Victorville-Lugo transmission line

Negotiating Party(ies): Phillip C. Grigsby, Duke-American Transmission Company, LLC

City Negotiator: Julio J. Fuentes, City Manager (or designee)

Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property
(provisions, price and terms of payment)

and

City Council/Council acting as the Governing Board of the
Successor Agency to the City of Santa Clara Redevelopment Agency

Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code Section 54956.9(a)

Agenda - April 08, 2014

Page 1 of 7

*Vinod K. Sharma, et al. v. Successor Agency to the
Redevelopment Agency of the City of Santa Clara, et al.,*
Sacramento County Superior Court Case No. 34-2013-80001396
and

City Council/Council acting as the Governing Board of the
Successor Agency to the City of Santa Clara Redevelopment Agency
Conference with Legal Counsel - Anticipated Litigation
Pursuant to Government Code Section 54956.9(a)

Potential initiation of litigation: 1 potential case
and

Conference with Legal Counsel - Anticipated Litigation
Pursuant to Government Code Section 54956.9(b)
Potential exposure to litigation: 1 potential case

REGULAR MEETING

7:00 PM in the City Hall Council Chambers

APPEAL OF HEARING DECISIONS OF THE CITY COUNCIL MUST BE MADE TO THE SUPERIOR COURT WITHIN 90 CALENDAR DAYS OF FINAL ACTION. BECAUSE OF THE AGENDA PROVISION FOR RECONSIDERATION, FINAL ACTION IS DEEMED TO OCCUR AT THE END OF THE NEXT REGULAR MEETING PURSUANT TO CITY COUNCIL POLICY (P&P 042). (CODE OF CIVIL PROCEDURE SECTION 1094.6)

1. PLEDGE OF ALLEGIANCE AND STATEMENT OF VALUES:

2. ROLL CALL:

3. CONTINUANCE/EXCEPTIONS:

4. SPECIAL ORDER OF BUSINESS:

- A.** Joint City Council/Stadium Authority: Presentation on the Transportation Management and Operations Plan (TMOP) - Public Transit Access at Levi's Stadium by Valley Transportation Authority (VTA).

5. UNFINISHED BUSINESS:

- A.** Possible Reconsideration of Actions Taken at Immediately Preceding Meeting. (See Summary of Actions for potential reconsideration, which is attached to the posted Agenda and is in the Agenda Packet Binder in the Council Chambers.)

6. CONSENT CALENDAR:

[Items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Council, staff, or public. If so requested, that item will be removed from the CONSENT CALENDAR and considered under CONSENT ITEMS PULLED FOR DISCUSSION.]

A. Departmental Reports

- 1.** Approval to the set salary for the Journey Lineworker candidate, Chad St. Clair at Step 4, salary range D1-32.

2. Adoption of a Resolution of intention to order that the alternative method for the levy of benefit assessment be made applicable to Parking Maintenance District No. 122; set June 10, 2014 as a Public Hearing to approve the Fiscal Year 2014-15 Director's Report; and authorize the publication and posting of the notice of public hearing.
3. Approval of the Project Manual for Unit Price Bidding and Construction of Electric Utility Substructures and Aerial Fiber Optic Cable Master Construction Agreement (Public Works Project 2006A); direct the solicitation of bids for the Project; and delegate authority to award the contract.
4. Adoption of Ordinance No. 1923 amending Chapter 3.40 (Business Tax) of Title 3 (Revenue and Finance) of the City Code.
5. Approval of the Plans and Specifications for Street Corporation Yard Bunker Wash Area Sewer Connection Project; authorization to make minor modifications, if necessary; and authorization to advertise for bids (CE 13-14-07).
6. Acceptance of a donation from the Chad & Kendra Olson Giving Fund, in the amount of \$300, to help fund the restoration and education project of Ulistac Natural Area and authorization to transmit a letter of appreciation.
7. Approval to accept the donation of two Koala Kare Changing Stations, valued at \$596.16, from the Santa Clara Swim Club for installation at the Mary Gomez Pool locker rooms and authorization to transmit a letter of appreciation.
8. 2121 Laurelwood Road U-Haul Project: Adoption of a Resolution adopting a Mitigated Negative Declaration and Mitigation Monitoring or Reporting Program; adoption of a Resolution rezoning the property from Planned Development (PD) to Light Industrial (ML) to allow conversion and expansion of an existing legal nonconforming commercial warehouse use to a self-storage facility; and adoption of a Resolution approving a Use Permit to allow outdoor vehicle storage and leasing in conjunction with a reduced minimum on-site parking requirement, subject to conditions. (CEQ2013-01164, PLN2013-09776)
9. Reappointment of members to Board and Commissions for the term ending June 30, 2018; declaration of vacancies on Commissions; set April 22, 2014 for the promotion of vacancies on Commissions; set the date and time for receipt of applications and interviews; and set June 10, 2014 for the recognition of outgoing Commissioners.
10. Approval and authorization to publish the May 2014 *Mission City SCENES*.
11. Acceptance of the work performed by Commercial Pump & Mechanical, Inc. on Destruction of Wells No. 1-02, 19 and 33 Project (WA 30147) and authorization to record the Notice of Completion with the County Recorder.

12. Adoption of Ordinance No. 1922 amending Chapter 9.05 (In General) of Title 9 (Public Peace, Morals and Welfare) by amending Subchapter 9.05.005 (Definitions) and adding new Subchapters 9.05.160 (Prohibited Conduct in Sporting and Entertainment Events), 9.05.165 (Activities and Conduct Prohibited in Parking Facilities Adjacent to the Stadium or Parking Facilities used for Stadium Events) and 9.05.170 (Penalties) of the City Code governing conduct at Levi's Stadium, parking lots and surrounding areas.
13. Note and file the proposed restated Covenants Conditions and Restrictions (CC&Rs) and bylaws for the Harrison Street Townhomes.
14. Pass to print an Ordinance amending Chapter 2.130 (Political Campaign Finance Reform Act) of Title 2 (Administration and Personnel) of the City Code to reflect updates to the Political Campaign Finance Reform Act.

B. Agreements

1. Approval of a Call Agreement with Soudi Consultants, Inc. and Call No. 14-1 for Professional Services, in an amount not to exceed \$86,500, to provide Electric System protection services related to Fairview Substation; Call No. 14-2 for Professional Services, in an amount not to exceed \$72,500 to provide Electric System coordination studies and establish relay settings for the Phase Shifting Transformer installation; Call No. 14-3 for Professional Services, in an amount not to exceed \$142,500, to provide Protection Support Services for the 115kV Bus Reactor Installation; and Call No. 14-4 for Professional Services, in an amount not to exceed \$128,500, to provide Protection Support Services for the 60kV Bus Reactor Installation.
2. Approval of Amendment No. 3 to the Agreement for Design Professional Services with GHD, Inc. and Service Order No. 8, in an amount not to exceed \$39,000 for a total not to exceed amount of \$511,000, to provide specialized engineering services.
3. Approval of Amendment No. 1 to the Agreement for the Performance of Services with Davey Tree Surgery Company, in an amount not to exceed \$115,000 for a total not to exceed amount of \$2,498,635, to provide tree trimming and power line clearance services.
4. Approval of a Display Agreement with Fireworks & Stage FX America, Inc., in an amount not to exceed \$30,000, for the fireworks display at Central Park on July 4, 2014.
5. Approval of the Receivables Resolution Agreement with Iberdrola Renewables, LLC, M-S-R Public Power Agency and Modesto Irrigation District, in an amount not to exceed \$726,987.56, to reimburse Iberdrola Renewables, LLC for billing corrections.

C. Reports for Information and Possible Action

1. Arbor Day/Earth Day Celebration to be held Friday, April 25, 2014.
2. City of Santa Clara selected for "2014 Water Agency of the Year" Award by WaterReuse Association, California Section.
3. Recognition by the Arbor Day Foundation - 2013 Tree City USA and Growth Awards.
4. "Breaking out of the Box" Art Exhibition and Opening Reception Thursday, April 17, 2014 from 6:00 pm to 8:00 pm at City Hall.

D. Minutes to Note and File

1. Youth Commission - January 13, 2014.
2. Parks and Recreation Commission - February 18, 2014.
3. Marketing Committee - February 19, 2014.

E. Routine Written Petitions for Approval

1. Santa Clara Kiwanis Club: Request to use the City Hall Reflection Pond for the Annual Fish Derby to be held on May 3, 2014.

7. ITEMS SET FOR HEARING:

[Planning Commission items not being appealed, or which are not related to an appeal, will be heard under BOARDS AND COMMISSIONS FOR ACTION.] If you challenge a City Council land use decision in court, you may be limited to raising only those issues you or someone else raised at this hearing before the City Council or in written correspondence delivered to the City at, or prior to, the City Council hearing on the matter. (California Government Code Section 65009)

A. 1575 Pomeroy Avenue

Adoption of a Resolution approving a rezone from R1-6L Single Family to PD-Planned Development, subject to conditions and making a determination that the project is categorically exempt from California Environmental Quality Act (CEQA) under Guidelines 15303(b) (Class 3 - New Construction or Conversion of Small Structures) (PLN2012-09318).

8. BIDS AND PROPOSALS:

- A.** Award the Public Works contract for the Lafayette Street Traffic Signal Interconnect and Coordination Project (CE 12-13-08) to Daleo, Inc., in the amount of \$1,490,298 and authorization to execute change orders up to 10% of the original contract price, or \$149,030, for a total not to exceed amount of \$1,639,328.

9. BOARDS AND COMMISSIONS FOR ACTION:

- A.** Senior Advisory Commission - Minutes for the meeting of February 24, 2014: Request to note and file.
* Recommendation to budget to increase the Senior Center hours to those hours prior to the Great Recession.

- 1.** Note and file the Senior Advisory Commission recommendation contained within the Minutes for the meeting of February 24, 2014 and maintain the existing hours of operation at the Senior Center until such time as financially feasible to staff the facility for more hours.

- B.** Civil Service Commission - Minutes for the meeting of March 10, 2014: Request to note and file.
* Recommendation to approve the modified job specification for Equipment Operator.

10. CONSENT ITEMS PULLED FOR DISCUSSION:

11. PUBLIC PRESENTATIONS:

This item is reserved for persons to address the Council on any matter not on the agenda that is within the subject matter jurisdiction of the City. The law does not permit Council action on, or extended discussion of, any item not on the agenda except under special circumstances. The Council, or staff, may briefly respond to statements made or questions posed, and the Council may request staff to report back at a subsequent meeting. Although not required, please submit to the City Clerk your name and subject matter on forms available by the door in the Council Chambers.

12. REPORTS FOR COUNCIL ACTION:

- A.** Authorization to execute a Professional Services Agreement with Environmental Science Associates (ESA), in an amount not to exceed \$128,663, to prepare a Housing and General Plan Land Use update; authorize the transfer of funds, in the amount of \$34,000, and appointment of a Land Use Steering Committee for the Housing and General Plan Land Use Update 2015.

13. BILLS AND CLAIMS/PROGRESS PAYMENTS:

(Lists are available in the Council Office and the City Clerk's Office.)

- A.** Approval of Bills and Claims and Progress Payments.

14. REPORTS OF COUNCILORS AND SPECIAL COUNCIL COMMITTEES:

- A.** Reports regarding conference attendance, if any.

15. CITY MANAGER REPORTS:

16. CLOSED SESSION MATTERS:

A. City Attorney Reports:

B. Set April 22, 2014 at 6:00 pm for a Closed Session in the Council Conference Room for a Conference with Labor Negotiators pursuant to Government Code Section 54957.6; City designated representative: Julio J. Fuentes, City Manager (or designee); Employee Organization(s): Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171; Unit #2 - Santa Clara Police Officer's Association; Unit #3 - IBEW Local 1245 (International Brotherhood of Electrical Workers); Unit #4 - City of Santa Clara Professional Engineers; Units # 5,7 & 8 - City of Santa Clara Employees Association; Unit # 6 - AFSCME Local 101 (American Federation of State, County and Municipal Employees); Unit # 9 - Miscellaneous Unclassified Management Employees; Unit #9A - Unclassified Police Management Employees; Unit #9B - Unclassified Fire Management Employees; and Unit #10 - PSNSEA (Public Safety Non-Sworn Employees Association); Conference with Legal Counsel - Existing Litigation pursuant to Government Code Section 54956.9(a); *Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.*, Sacramento County Superior Court Case No. 34-2013-80001396; and a Conference with Legal Counsel - Anticipated Litigation pursuant to Government Code Section 54956.9(a); Potential initiation of litigation: 1 potential case.

17. ADJOURNMENT:

A. To Tuesday evening, **April 22, 2014** at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.



CLOSED SESSION NOTICE

City of Santa Clara, California



The **CITY COUNCIL OF THE CITY OF SANTA CLARA** will meet in closed session on **Tuesday, April 8, 2014, at 6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to it/them:

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Gov. Code § 54957.6

City designated representative: Julio J. Fuentes, City Manager (or designee)

Employee Organization(s):

Unit #1 – Santa Clara Firefighters Association, IAFF, Local 1171

Unit #2 - Santa Clara Police Officer's Association

Unit #3 – IBEW Local 1245 (International Brotherhood of Electrical Workers)

Unit #4 - City of Santa Clara Professional Engineers

Units #5, 7 & 8 - City of Santa Clara Employees Association

Unit #6 - AFSCME Local 101 (American Federation of State, County and Municipal Employees)

Unit #9 – Miscellaneous Unclassified Management Employees

Unit #9A - Unclassified Police Management Employees

Unit #9B - Unclassified Fire Management Employees

Unit #10 – PSNSEA (Public Safety Non-Sworn Employees Association)

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Gov. Code § 54956.8

Property: APN 224-02-002; 224-02-013; 224-02-014; 224-02-020; and 224-02-023

Negotiating Party(ies): Steve Zamudio, Colliers International

City Negotiator: Julio J. Fuentes, City Manager (or designee)

Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Gov. Code § 54956.8

Property: transmission facilities and entitlements connecting the Westwing Substation, 11400 W Hatfield Road, Peoria, Arizona, to the midpoint of the Victorville-Lugo transmission line

Negotiating Party(ies): Phillip C. Grigsby, Duke-American Transmission Company, LLC

City Negotiator: Julio J. Fuentes, City Manager (or designee)

Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

- CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
Pursuant to Gov. Code § 54956.9(a)
Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al., Sacramento County Superior Court Case No. 34-2013-80001396

- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Pursuant to Gov. Code § 54956.9(a)
Potential initiation of litigation: 1 potential case

- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Pursuant to Gov. Code § 54956.9(b)
Potential exposure to litigation: 1 potential case

Date: April 4, 2014



RICHARD E. NOSKY, JR.
City Attorney

I:\COUNCIL\CLOSED SESSION AND SPECIAL MEETINGS\2014\04-08-14 Notice City Labor & SVP & Exist Lit & Init Lit & Exp Lit.doc

CLOSED SESSION NOTICE

Successor Agency to the City of Santa Clara
Redevelopment Agency



The **GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF SANTA CLARA REDEVELOPMENT AGENCY** will meet in closed session on **Tuesday, April 8, 2014, at 6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to it/them:

- CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
Pursuant to Gov. Code § 54956.9(a)
Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al., Sacramento County Superior Court Case No. 34-2013-80001396

- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Pursuant to Gov. Code § 54956.9(a)
Potential initiation of litigation: 1 potential case

Date: April 4, 2014



RICHARD E. NOSKY, JR.
Successor Agency Counsel

Meeting Date:

4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item #

4A/4A SA



Date:

April 1, 2014

To:

City Manager for Council Information/
Executive Director for Stadium Authority Information

From:

Economic Development Officer/Assistant City Manager

Subject:

Special Order of Business: Presentation on Transportation Management and Operations Plan (TMOP) - Public Transit Access at the Levi's Stadium by Valley Transportation Authority (VTA)

On November 19, 2013 a presentation was made to the City Council on the progress of the Transportation Management and Operations Plan (TMOP). The purpose of the TMOP is to provide a flexible framework and plan for the provision of safe and efficient multi-modal access, and adequate parking for Levi's Stadium.

Since the November 2013 presentation, the TMOP has continued to progress and evolve as more information becomes available regarding location of parking lots; transit access; and planned events. VTA staff has been working closely with the City and the 49ers Management Company to address transit access to the stadium. In addition, the VTA Board has formed the Levi's Stadium Transit Program Committee to coordinate planning efforts between VTA, the City, and ManagementCo to ensure the best transit experience for stadium-goers.

George Tacke, VTA Levi's Stadium & Special Events Manager and James Unites, VTA Transit Operations and Planning Deputy Director will update the Stadium Authority on transit planning efforts for Levi's Stadium.

Ruth Shikada
Economic Development Officer/
Assistant City Manager

APPROVED:

Julio J. Fuentes
Executive Director for
Stadium Authority

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-1



Date: March 20, 2014

To: City Manager for Council Action

From: John C. Roukema, Director of Electric Utility

Subject: Approval to Set the Salary for Journey Lineworker Chad St. Clair at Step 4 of the Salary Range

EXECUTIVE SUMMARY:

The Electric Department has recently conducted interviews to fill a journey line worker position. Mr. Chad St. Clair, ranking number one on the Journey Lineworker Eligibility List, displayed the experience, enthusiasm and level of training that meets the Electric Department's expectations of what it will take to be a successful Journey Lineworker with the City of Santa Clara. As outlined in the "Criteria for Hiring Journey Level Electrical Workers" dated August 2, 1991, Mr. St. Clair. meets the criteria of Step 4, "completion of all training required to perform all the duties required of a journey level position at the City", due to his six (6) years of experience as a Journey Lineworker in both overhead and underground distribution systems, rubber glove certification and possession of a class "A" driver's license.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Historically it has been challenging to attract Journey Lineworkers especially those with the experience that Mr. St. Clair possesses. Hiring Mr. St. Clair at step 4 is consistent with the "Criteria for Hiring Journey Level Electrical Workers" and affords the City an opportunity to hire a well-trained Journey Lineworker for the Electric Department.

ECONOMIC/FISCAL IMPACT:

Funds are available in the current budget to hire Mr. St. Clair at step 4.

RECOMMENDATION:

That Council approve setting the salary for the Journey Lineworker position candidate Chad St. Clair at step "4" of the salary range for D1-32.

Approval Recommended:

FOR Paul D St

 John C. Roukema
 Director of Electric Utility

Elizabeth C Brown

 Elizabeth C. Brown
 Director of Human Resources

APPROVED
Julio J. Fuentes

 Julio J. Fuentes
 City Manager

Documents Related to this Report: None

Meeting Date:

4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item #

6A-2



Date: April 1, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Adopt A Resolution Of Intention To Order That the Alternative Method For The Levy Of Benefit Assessment Be Made Applicable To The City Of Santa Clara Parking Maintenance District No. 122, Set A Hearing Date Of June 10, 2014 To Approve the Director's Report For Fiscal Year 2014/15 And Authorize The Publication And Posting Of The Notice Of Public Hearing As Stated In The Resolution

EXECUTIVE SUMMARY:

In 2002, the City Council passed a motion which directed the City to assume all future costs for the operation and maintenance of Parking Maintenance District No. 122, and the property owners to contribute \$14,200 annually, less earned interest on the accumulating balance, to pay for capital repairs of the parking lots and associated walkways. The FY 2014/15 assessment to property owners will be \$12,056. Accrued interest earned in FY 2012-13 in the amount of \$2,144 will be used to bring the contribution to \$14,200.

The total proposed FY 2014/15 annual operating budget for Parking Maintenance District No. 122 is \$188,403. This includes \$154,782 for routine maintenance and operation performed by the Public Works Department that is funded by the General Fund. It also includes \$33,621 in capital costs, which is funded by property owner past contributions, to remove and replace concrete walkways at various locations to eliminate tripping hazards and removal and replacement of asphalt concrete in the North Parking Lot.

Pursuant to the 2002 City Council action, staff is recommending the adoption of the subject Resolution of Intention, setting a hearing date of June 10, 2014 to approve the Director's Report for FY 2014/15, and the authorization of the publication and posting of the Public Hearing. The assessments to the property owners cannot be sent out until the Director's Report is approved at a Public Hearing. The Director's Report is attached.

The date of May 14, 2014 has been set for a meeting with the property owners and interested parties to discuss these requirements. Notices will be sent out subsequent to adoption of the subject Resolution.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the proposed assessment would allow for the continued maintenance of the parking district areas.

City Manager for Council Action

Subject: Adopt a Resolution Of Intention To Order That the Alternative Method For The Levy Of Benefit Assessment Be Made Applicable To The City Of Santa Clara Parking Maintenance District No. 122 And Set A Hearing Date Of June 10, 2014 To Approve The FY 2014/15 Director's Report, And Authorize The Publication And Posting Of The Notice Of Public Hearing As Stated In The Resolution

Page 2

ECONOMIC/FISCAL IMPACT:

Approval of the assessment would result in a \$14,200 revenue collection to the City to fund future exceptional repairs to parking lots and walkways.

RECOMMENDATION:

That the Council:

- 1) Adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122, and
- 2) Set a hearing date of June 10, 2014 to approve the FY 2014/15 Director's Report, and authorize the publication and posting of the notice of public hearing as stated in the Resolution.



Rajeev Batra
Director of Public Works/City Engineer



Dave Staub
Deputy Director of Public Works

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) ***Resolution of Intention***
- 2) ***Notice of Public Hearing for Publication by City Clerk***

City Manager for Council Action

Subject: Adopt a Resolution Of Intention To Order That the Alternative Method For The Levy Of Benefit Assessment Be Made Applicable To The City Of Santa Clara Parking Maintenance District No. 122 And Set A Hearing Date Of June 10, 2014 To Approve The FY 2014/15 Director's Report, And Authorize The Publication And Posting Of The Notice Of Public Hearing As Stated In The Resolution

Page 3

DISCUSSION:

Parking Maintenance District No. 122 was formed in 1965 to maintain parking lots, arcade, fountains, sidewalk, landscaping, irrigation, lights and utilities within Franklin Square, which is bounded by Benton Street, Homestead Road (then Liberty Street), Monroe Street, and Jackson Street. From 1965 - 2002, the cost of maintenance and operation of Parking Maintenance District No. 122 was divided between the City and property owners. In 2002, the City Council passed a motion at a public hearing on the determination of the allocation of maintenance and operation costs and annual assessments, in which the City assumed all future costs for operation and maintenance and the property owners would contribute \$14,200 annually to pay for capital repairs of the parking lot and associated walkways, less earned interest on the accumulating balance.

The procedures of approval require the preparation of a Director's Report on how the assessments were prepared and based, notice of hearing, and public hearing on the annual assessments. Following approval of the subject Resolution, each property owner will be sent a letter that contains the proposed FY 2014-15 assessment and details on a public hearing on June 10, 2014 to approve the assessments. A meeting will be conducted on May 14, 2014 to discuss the proposed assessments and repairs to the walkways and North parking lot. The proposed repairs will cost \$33,621, which is funded by past property owner contributions.

The proposed FY 2014-15 annual operating budget contains \$154,782 for routine maintenance and operation performed by the Public Works Department that is funded by the General Fund. The City's maintenance and operation responsibilities for Parking Maintenance District 122 include landscape and tree maintenance, sweeping and blowing of the parking lots and walkways, solid waste container maintenance and disposal, and vandalism abatement. Fifty percent of a full-time equivalent Grounds Maintenance Worker II is allocated to the maintenance of Parking Maintenance District 122. The property owners are responsible for the maintenance and repair of the building structures.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, OF INTENTION TO ORDER THAT THE ALTERNATIVE METHOD FOR THE LEVY OF BENEFIT ASSESSMENT BE MADE APPLICABLE TO CITY OF SANTA CLARA PARKING MAINTENANCE DISTRICT NO. 122, PROVIDING FOR NOTICE OF HEARING THEREON, APPROVING DIRECTOR'S REPORT, AND PROVIDING FOR NOTICE OF HEARING ON DIRECTOR'S REPORT FOR FISCAL YEAR 2014/15

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, pursuant to Sections 10107 and 10108 of Chapter 2, Division 12 of the Streets and Highways Code of the State of California, and Chapter 26 of Part 3 of Division 7 of said Code, all as provided in Chapter 16.10 of the Code of the City of Santa Clara, on the 30th day of March, 1965, this Council adopted its Resolution No. 1581, a Resolution creating "City of Santa Clara Parking Maintenance District No. 122" ("Parking Maintenance District") in the City for the purpose of paying the costs and expenses of acquiring, constructing, reconstructing, installing, extending, enlarging, repairing, improving, maintaining and operating public automobile parking places, covered pedestrian lanes and walkways, fountains, and landscaping therein then existing or thereafter to be constructed in and for the Parking Maintenance District, and of benefit to said maintenance district, but not of benefit to the City of Santa Clara as a whole, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions, improvements and enlargements thereto which may thereafter be made;

WHEREAS, said proceedings provided that this Council shall, in addition to all other taxes, annually fix and levy a special assessment tax upon the real property (land and improvements)

within the Parking Maintenance District as therein provided, sufficient to raise a determined amount of money to pay all or part of said costs of maintenance and operation;

WHEREAS, the Council shall decide whether or not the costs of maintenance and operation of said public improvements shall be borne wholly or partially by the property owners within said Parking Maintenance District;

WHEREAS, on the 8th day of April, 1980, this Council adopted its Ordinance No. 1401 providing for an alternative method for annually fixing and levying a special benefit assessment within maintenance districts within the City for said purpose;

WHEREAS, on the 16th day of January, 1996, this Council adopted its Resolution No. 6105 ordering that seventy-five (75%) percent of the costs and expenses of maintaining and operating said public improvements beginning with fiscal year 1996-97, within the Parking Maintenance District, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof shall annually be assessed either partly or wholly upon the lots and parcels of property within the Parking Maintenance District benefited thereby in accordance with the formula set forth, and that the City shall be responsible for the balance of the costs and expenses;

WHEREAS, on June 26, 1996, sufficient Ballots were received to approve the continuation of the Parking Maintenance District;

WHEREAS, on the 9th day of July, 2002, this Council, after a public hearing on the determination of the allocation of maintenance and operation costs and annual assessments, passed a motion wherein, due to the benefit to the public and the City of the improvements, the City assumed all future costs for operation and maintenance of Parking Maintenance District No. 122 and the property owners would contribute \$14,200 annually, less earned interest on the

accumulating balance, to pay for capital repairs of the parking lots and associated walkways;

WHEREAS, procedures of approval require the preparation of a Report on how the assessments were prepared and based, notice of hearing, and public hearing on the annual assessments;

WHEREAS, this Council intends to order an alternative method by which annual assessment levies for the payment of said costs and expenses will be apportioned according to special benefits among the several lots or parcels of property within the Parking Maintenance District pursuant to Chapter 16, Article II, Division 5.1 of the Code of the City of Santa Clara;

WHEREAS, the City's Director of Public Works/City Engineer, has made and filed with the City Clerk a written report ("Report") setting forth the budget, the formula for the annual assessment levy, a description of each lot or parcel of property to be assessed and the amount of the assessment to be levied against each lot or parcel of property in accordance with said formula;

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof requires or should be modified in any respect.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That this Council hereby determines that the costs and expenses of the maintenance and operation of the public automobile parking places, covered pedestrian lanes and walkways, fountains and landscaping within the City of Santa Clara Parking Maintenance District No. 122 cannot be appropriately financed pursuant to Sections 10107 and 10108 of Chapter 2, Division 12 of said Streets and Highways Code, and Chapter 26 of Part 3 of Division 7 of said Code, all as provided in Section 16.05.050 of the Code of the City of Santa Clara. This Resolution is

therefore adopted and proceedings are being taken pursuant to Section 16.10.490 and Section 16.10.500 of said Code of the City of Santa Clara to provide for an alternative method for the levy of benefit assessments for said purposes.

2. That it is the intent of this Council to order that an amount of \$14,200 less any earned interest on accumulated balance, is needed annually to be assessed towards the costs of capital repairs of the parking lots and associated walkways and thereof shall annually be assessed either partly or wholly upon the lots and parcels of property within said maintenance district benefited thereby in accordance with the formula set forth, and that the City shall be responsible for the costs and expenses of maintaining and operating said public improvements within the Parking Maintenance District, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation.

3. That a statement of the formula upon and by which annual assessment levies for the payment of said costs and expenses will be apportioned according to benefits among the several lots or parcels of property within said maintenance district is as follows:

Each assessment shall be determined on the basis of the gross floor area of the building located upon the lot or parcel of property assessed.

For the purposes of the formula herein, gross floor area shall mean that area computed from the outside dimensions of the building and not excluding corridors and other design features and aggregated for each additional story or mezzanine floor and any basement area.

4. That the City's Director of Public Works/City Engineer has caused to be prepared and filed with the City Clerk a written report, which provides the basis for the levy of benefit assessments for said capital repairs of the parking lots and associated walkways, and the cost of maintenance

and operation on all lots or parcels or property within the Parking Maintenance District. Said report sets forth the amounts to be provided in the budget for maintenance and operation, a description of each lot or parcel of property in the maintenance district, by a legal description, assessor's parcel number or other description sufficient to identify the same, and the amount of assessment to be levied for the fiscal year 2014/15 against each lot or parcel of property. Said report is hereby approved by this Council and shall be open to public inspection.

5. NOTICE IS HEREBY GIVEN that Tuesday the 10th day of June, 2014 at the hour of 7:00 p.m. at the regular meeting place of the City Council in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California, be fixed as the time and place when and where this Council will hear any and all objections in relation to said alternative method for the levy of benefit assessments and said formula and when and where this Council will examine said report and hear all persons' interest therein. Any interested owner objecting to said alternative method for the levy of benefit assessments or to said formula or to the amount of the assessment on any lot or parcel of property owned may file with the City Clerk at or before the hour fixed for hearing an objection, describing the lot or parcel of property owned so that it may be identified, and stating the grounds of objection, and may appear at said hearing and be heard with regard thereto.

6. NOTICE IS HEREBY GIVEN that Tuesday, the 14th day of May, 2014 at the hour of 4:00 p.m., in the Street Department Conference Room at City Hall, 1500 Warburton Avenue, Santa Clara, California, City staff will present and discuss the Director's Report.

7. No written ballots are required to be completed and returned.

8. The City Clerk is hereby authorized and directed to a) post a copy of notice of hearing on or near the Council Chamber door or any bulletin board in or adjacent to the City Hall, and b)

publish once in a newspaper of general circulation.

9. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

10. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: _____
 ROD DIRIDON, JR.
 CITY CLERK
 CITY OF SANTA CLARA

Attachments incorporated by reference:
 1. Director's Report

DIRECTOR'S REPORT
CITY OF SANTA CLARA
PARKING DISTRICT NO. 122 MAINTENANCE DISTRICT
FISCAL YEAR 2014/15

2/7/14

Rajeev Batra
Director of Public Works/City Engineer

ASSESSMENT FORMULA

Fiscal Year 2014/15
City of Santa Clara, California

Parking District No. 122 Maintenance District

The formula upon which the annual assessment levy, for the payment of the costs and expenses of maintaining and operating the improvements, and providing funds for future parking lots and associated walkways, exceptional maintenance and improvements, within Parking District No. 122 Maintenance District, including the costs and expenses incidental thereto, will be apportioned according to benefits among the several lots or parcels of property within the Maintenance District for the Fiscal Year 2014/15 is as follows:

- Costs and expenses are to be shared between the City and property owners as below:

- a. City and property owners shall share the operation and maintenance costs on a 100% / 0% basis.
- b. Property owners shall pay \$14,200 annually, less interest from prior years' property owners operation and maintenance assessments as of June 30, 2002, to be kept in a fund to be used towards future exceptional maintenance and improvements of parking lots and associated walkways and appurtenances.

- Each assessment shall be determined on the basis of the gross floor area of the building located upon the lot or parcel of property assessed.

- For the purposes of the formula herein, gross floor area shall mean that area computed from the outside dimensions of the building and not excluding corridors and other design features and aggregated for each additional story or mezzanine floor and any basement area.

DIRECTOR'S REPORT

ASSESSMENT for Fiscal Year 2014/15 City of Santa Clara, California

Parking District No. 122 Maintenance District

I, Dave Staub, Deputy Director of Public Works for the City of Santa Clara, California, pursuant to the provisions of Section 16.10.490 of the Code of the City of Santa Clara, hereby make this report and following benefit assessment to cover the costs and expenses of maintaining and operating the improvement within Parking District No. 122 Maintenance District of said City, including the costs and expenses incidental thereto, to be paid by said Maintenance District.

The amount to be paid therefor by said Maintenance District for the Fiscal Year 2014/15 is as follows:

<u>Expenditures</u>	<u>As Preliminarily Approved</u>	<u>As Finally Confirmed</u>
Routine Maintenance & Operation	154,782	-0-
Exceptional Maintenance & Repairs	33,621	
TOTAL COST	\$188,403	\$ _____

Funding for FY 2014/15 Expenditures

Exceptional Maintenance & Improvement From Fund Balance Reserve	\$ 33,621	\$ _____
Contribution from City General Fund (001)	\$ 154,782	\$ _____
TOTAL	\$ 188,403	\$ _____

Property Owner Assessment

Owner's Annual Assessment	\$ 14,200.00	
Less Accrued Interest of Owner's Fund Balance	[\$ 2,144.00]	[\$ _____]
TOTAL NET ASSESSMENT <i>(Goes to Fund Balance Reserve)</i>	\$ 12,056.00	

And I do hereby assess and apportion the amount said costs and expenses, including the costs and expenses incidental thereto, upon the several lots or parcels of property liable therefor and benefited thereby, in proportion to the benefits to be received by such lots or parcels of property, from the maintenance and operation thereof and more particularly set forth in the list hereto attached and by reference made a part hereof.

Each lot or parcel of land is described in the assessment list by reference to its parcel number as shown on the assessor's maps of the County of Santa Clara for the Fiscal Year 2014/15 to the right of the parcel numbers and include all of such parcel.

Dated: _____

Rajeev Batra
Director of Public Works/City Engineer

BUDGET

Fiscal Year 2014/15
City of Santa Clara, California

Parking District No. 122 Maintenance District

<u>Expenditures</u>	<u>As Preliminarily Approved</u>	<u>As Finally Confirmed</u>
Maintenance & Operation:	\$154,782.00	Labor, materials, supplies, and equipment to maintain Parking Maintenance District No. 122 including, but not limited to water, sewer, and electrical costs, sweeping of parking lots and mall area, maintenance of pavement, striping, landscaping, mall fountains, City supervision (50% of labor and fringe benefits of Grounds Maintenance Worker II).
Exceptional Maintenance and Improvements of Parking Lots and Associated Walkways	\$ 33,621.00	Remove and replace concrete walkways at various locations to eliminate tripping hazards and removal and replacement of asphalt concrete in the North Parking Lot.
TOTAL COST	\$188,403.00	

Funding for FY 2014/15 Expenditure

Owner's Reserve for
Exceptional Maintenance &
Improvement Fund Balance: [33,621.00]

Contribution from City
General Fund (001): [\$154,782.00]

Owner's Annual Assessment \$ 14,200.00

Less Accrued Interest on
Owners' Fund Balance: [\$2,144.00]

Total Net Assessment \$ 12,056.00

ASSESSMENT

Fiscal Year 2014/15
City of Santa Clara, California

Parking District No. 122 Maintenance District

<i>Name & Address of Owner</i>	<i>Assessor's Parcel Number</i>	<i>(2) As Finally Confirmed</i>	<i>(1) As Preliminarily Approved</i>	<i>Gross Floor Area (sq. ft.)</i>	<i>% of Total Floor Area</i>
Santa Teresa Village LLC 909 Monroe St Santa Clara, Ca 95050	269-22-111	\$	\$ 2,520.55	13,305.22	20.907
Ramiro Hermosillo Trust 3121 Riddle Rd. San Jose, CA 95117	269-22-110	\$	\$ 1,332.55	7,034.13	11.053
John C. & Catherine E. De Martini, Trustee 1951 Golden Way Mountain View, CA 94040	269-22-108	\$	\$ 1,612.85	8,513.76	13.378
Joanne B. DeLozier, Trustee 796 N. Henry Ave. San Jose, CA 95117	269-22-098	\$	\$ 1,410.55	7,445.88	11.700
John K & Christine A Frey, Trustee 4221 Five Mile Drive Stockton, CA 95219	269-22-103	\$	\$ 262.82	1,387.35	2.180
Cheuk-Sang & May-Yee W. Chan, Trustee 3114 Provo Court San Jose, CA 95127	269-22-102	\$	\$ 151.67	800.59	1.258
Ross L. Peterson/Lorraine V. Freitas 875 Russet Drive Sunnyvale, CA 94087	269-22-105	\$	\$ 379.64	2,004.02	3.149

ASSESSMENT

Fiscal Year 2014/15
City of Santa Clara, California

Parking District No. 122 Maintenance District

<i>Name & Address of Owner</i>	<i>Assessor's Parcel Number</i>	<i>(2) As Finally Confirmed</i>	<i>(1) As Preliminarily Approved</i>	<i>Gross Floor Area (sq. ft.)</i>	<i>% of Total Floor Area</i>
Helen A. Freitas Trustee 1922 De La Pena Avenue Santa Clara, CA 95050	269-22-104	\$	\$ 315.38	1,664.82	2.616
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-113	\$	\$ 407.62	2,151.67	3.381
James T. Ruffo 1291 Franklin Mall Santa Clara, CA 95050	269-22-106	\$	\$1,510.98	7,976.00	12.533
Giovanni & Raffaella Vitarelli, Trustee 925 Circle Drive Santa Clara, CA 95050	269-22-101	\$	\$ 417.74	2,205.13	3.465
Giovanni & Raffaella Vitarelli, Trustee 925 Circle Drive Santa Clara, CA 95050	269-22-100	\$	\$ 233.65	1,233.34	1.938
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-115	\$	\$1,141.58	6,026.07	9.469
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-114	\$	\$ 358.42	1,892.02	2.973
TOTAL		\$	\$12,056.00	63,640.00	100

I, the City Clerk of the City of Santa Clara, hereby certify that the foregoing assessment in the amount set forth in Column (1) was filed with me on _____, 2014.

Rod Diridon, Jr., City Clerk
City of Santa Clara

I, the City Clerk of the City of Santa Clara, hereby certify that the foregoing assessment in the amounts set forth in Column (2) unless Column (2) is blank, in which event the amounts in Column (1) apply, was approved and confirmed by the City Council of said City on _____, 2014.

Rod Diridon, Jr., City Clerk
City of Santa Clara

I, the County Auditor of the County of Santa Clara, hereby certify that the foregoing assessment was filed in my office on _____, 2014.

County Auditor, County of Santa Clara

CITY OF SANTA CLARA
NOTICE OF PUBLIC HEARING REGARDING A RESOLUTION ON THE LEVY OF
BENEFIT ASSESSMENTS APPLICABLE TO THE SANTA CLARA PARKING
MAINTENANCE DISTRICT NO. 122, AND APPROVAL OF DIRECTOR'S REPORT FOR
SAME FOR FISCAL YEAR 2014/15

NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Clara has determined and fixed its regularly scheduled meeting on June 10, 2014 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the City Hall Council Chambers, 1500 Warburton Avenue, Santa Clara, California, as the location, date, and time to conduct a public hearing to consider the passage of a resolution as follows:

"A RESOLUTION OF INTENTION TO ORDER THAT THE ALTERNATIVE METHOD FOR THE LEVY OF BENEFIT ASSESSMENT BE MADE APPLICABLE TO SANTA CLARA PARKING MAINTENANCE DISTRICT NO. 122, PROVIDING FOR NOTICE OF HEARING THEREON, APPROVING DIRECTOR'S REPORT, AND PROVIDING FOR NOTICE OF HEARING ON DIRECTOR'S REPORT FOR FISCAL YEAR 2014/15."

The purpose of the public hearing is to provide City staff with an opportunity to present the City Council and the public with information concerning the proposed assessments (\$12,056 total) to the property owners, and potentially several tenants, to pay towards maintenance repairs of the parking lot and associated walkways the allocation of \$33,621 from the Property Owner's Reserve for Maintenance to restrain the plaza sidewalk, and the proposed determination of the City to pay all of the remaining costs (\$154,782) for routine maintenance and operation of the property and improvements of the Santa Clara Parking Maintenance District No. 122. A total of twelve property owners and potentially several tenants pay for the assessments. The public may submit written comments prior to, or make oral presentations, at the public meeting.

A copy of the above Resolution and Director's Report will be made available for public inspection in the City Clerk's Office, City Hall, 1500 Warburton Avenue, Santa Clara, California and at the Central Park Library, 2635 Homestead Road, Santa Clara, California.

Rod Diridon, Jr., City Clerk
City of Santa Clara

The public hearing location is accessible by wheelchair and public transportation. People with impaired speech or hearing may call (408) 615-2490 through 711 the nationwide Telecommunications Relay Service. The California Relay Service can also be reached in Spanish for both TDD and voice at 1-800-955-3000. Sign language interpretation, translation into languages other than English, and interpretation for persons with visual impairments are available. If you need sign or other interpretation, please call (408) 615-2490 at least one week in advance of the hearing. Reasonable modifications in policies, procedures and/or practices will be made as necessary to ensure access for all individuals with a disability or with limited English proficiency.

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-3



Date: March 20, 2014
To: City Manager for Council Action
From: Director of Electric Utility
Subject: Approval of the Project Manual for Unit Price Bidding and Construction of Electric Utility Substructures and Aerial Fiber Optic Cable Master Construction Agreement (Public Works Project 2006A) and Authorization for the City Manager to Solicit Bids and Award the Public Works Contract

EXECUTIVE SUMMARY:

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP), requires new construction of electrical substructures, fiber optic substructures and fiber optic aerial cabling for expansion of electric department facilities to serve new customers, and to enhance the capacity and reliability of the existing electrical distribution facilities and the fiber optic network. Anticipated increase in demand in both electric and fiber optic networks is forecasted to exceed the capacity for SVP crews to construct all of the required new facilities in time to meet our customers' needs.

Staff has prepared a public works package that provides for a unit price construction contract for the installation of the required substructures over the next three years. This Agreement will provide the most responsive means to our customers. Moreover, the ability to efficiently accommodate customer requests, as well as system capacity expansion and reliability, will enhance the value of Silicon Valley Power. Construction work will be performed on a Call Order basis after each project is prepared by the Department's staff, approved by the Utility Director, and all required permits are obtained. A copy of the Project Manual has been placed in the Council Offices for review.

ADVANTAGES & DISADVANTAGES OF ISSUE:

The advantages of this contract include expedited installation of substructures and aerial cable required to meet customer need and enhance the operation of the Electrical Distribution and Fiber Optic system. No disadvantages are foreseen to proceed with the bidding of the project

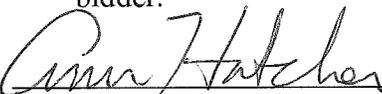
ECONOMIC/FISCAL IMPACT:

The total cost of the proposed contract will be determined after solicitation and receipt of sealed bids on May 7, 2014. The cost of this public works contract will be funded by Capital Project 2004, Fiber Optic Network Work Orders for Dept. City and Fiber Lease Customers; Project 2006, Distribution Capital Maintenance and Betterments; and Project 2405, SVP Fiber Optic Expansion Project.

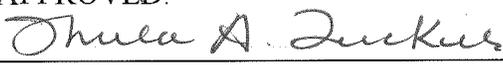
RECOMMENDATION:

That Council

- 1) approve the Project Manual for Unit Price Bidding and Construction of Electric Utility Substructures and Aerial Fiber Optic Cable Master Construction Agreement (Public Works Project 2006A)
- 2) direct the City Manager to solicit bids for the Project according to the standard procedures;
- 3) delegate authority to the City Manager to award this contract to the lowest responsible and responsive bidder.


for John C. Roukema
Director of Electric Utility

APPROVED:


for Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) *Project Manual for Public Works Project 2006A*

DOCUMENT 00001

TITLE PAGE

PROJECT MANUAL

For the
UNIT PRICE BIDDING & CONSTRUCTION
of the

ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT CONTRACT 2006A

Located in the
CITY of SANTA CLARA, CALIFORNIA

For the
City of Santa Clara

Doing business as
SILICON VALLEY POWER

1500 Warburton Avenue
Santa Clara, California 95050
Prepared by



DOCUMENT 00001

TITLE PAGE

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DOCUMENT 00010

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INTRODUCTORY INFORMATION

Document	Title
00001	Title Page
00010	Table of Contents
00015	List of Maps, Drawings and Sketches

BIDDING REQUIREMENTS

Document	Title
00100	Advertisement for Bids
00200	Instructions to Bidders
00210	Indemnity and Release Agreement
00250	Bid Contents, Evaluation, Selection and Award
00301	Unit Price Instructions
00311	Unit Price Bid Spreadsheet
00312	Unit Daily-Hourly Rates
00400	Bid Form
00411	Bond Accompanying Bid
00420	Bidder Registration Form
00421	Declaration of Contractor's License Status
00430	Subcontractors List
00440	Affidavit of Compliance with Ethical Standards
00441	Ethical Standards for Contractors
00450	Statement of Qualifications for Construction Work
00460	Schedule of Major Equipment and Material Suppliers
00481	Non-Collusion Affidavit

CONTRACTING REQUIREMENTS

Document	Title
00510	Notice of Award
00500	Agreement
00521	Call Order
0521a	Call Order Unit Price Daily-Hourly Spreadsheet
0521b	Call Order Unit Price Item Spreadsheet
00522	Call Order Deliverables
00550	Notice to Proceed
00610	Construction Performance Bond
00620	Construction Labor and Material Payment Bond
00630	Guaranty
00650	Agreement and Release of Any and All Claims

DOCUMENT 00010

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00522	Call Order Deliverables
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00610	Construction Performance Bond
00620	Construction Labor and Material Payment Bond
00630	Guaranty
00650	Agreement and Release of Any and All Claims
00654	Workers' Compensation Insurance Statement
00660	Substitution Request Form

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Document	Title
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00680	Escrow Agreement for Security Deposits in Lieu of Retention

CONDITIONS OF THE CONTRACT

Document	Title
00700	General Conditions
00800	Supplementary Conditions
00805	Supplementary Conditions – Hazardous Materials
00821	Insurance
00822	Apprenticeship Program
00900	Addenda

SPECIFICATIONS

Division 1 - General Requirements

Section	Title
01100	Summary of Work
01200	Measurement and Payment
01250	Modification Procedures
01315	Project Meetings
01330	Submittals
01350	Special Procedures
01410	Regulatory Requirements
01411	Regulatory Requirements – Hazardous Materials
01420	References and Definitions
01450	Testing and Inspection
01500	Temporary Construction
01540	Site Security and Safety
01590	City Mitigation Measures
01600	Product Requirements
01620	Product Options
01715	Existing Underground Facilities
01731	Cutting and Patching
01740	Cleaning
01770	Contract Closeout
01780	Project Record Documents

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Division 2 – Site Construction

Section	Title
02000	Supplemental General Requirements for Civic Improvements
02070	Site Demolition
02200	Earthwork
02227	Directional Boring
02228	Buried Conduit
02230	Aggregate Base
02476	Traffic Regulation
02500	Paving and Surfacing
02510	Asphalt Paving
02520	Concrete Paving
02529	Concrete Curb, Gutter, and Sidewalk and Driveway
02600	Miscellaneous Metal Work
02900	Substructures
02945	Sodding

Division 3 – Concrete

Section	Title
03100	Cast in Place Concrete Formwork
03200	Concrete Reinforcement
03251	Joints in Concrete Paving
03300	Cast in Place Concrete

Division 4 – Masonry

Section	Title
N/A	

Division 5 – Metals

Section	Title
N/A	

Division 7 – Thermal and Moisture Protection

Section	Title
N/A	

Division 15 – Mechanical

Section	Title
N/A	

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Division 17 –

Section	Title
17100	Unit Pricing List Definition

Division 18 – Substructures

Section	Title
18000	Substructure General Requirements
18045	Underground Fiber Optic Cable Installation
18046	Aerial Fiber Optic Cable Installation
18048	Labeling Fiber Optic Cable and Pullboxes
18050	Inside Plant Fiber Optic Cabling
18049	Testing and Acceptance
18075	Basic Conduits and Methods
18108	Anchoring and Guying

Appendix

Section	Title

END OF DOCUMENT

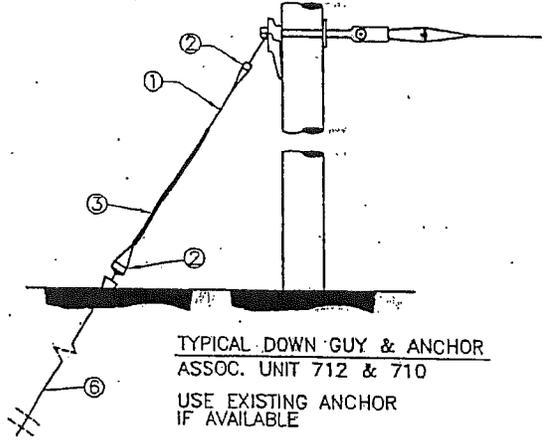
DOCUMENT 00015
LIST OF MAPS, DRAWINGS AND SKETCHES

**CITY CONTRACT NUMBER 2006A
ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
MASTER CONSTRUCTION AGREEMENT**

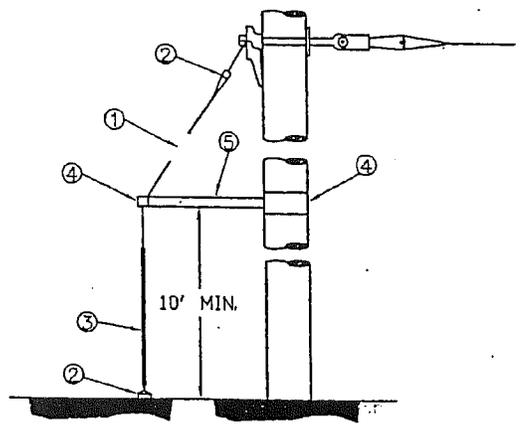
SANTA CLARA DWG NO.	DRAWING TITLE
700-713	Typical Guy Anchor Assemblies
720	Fiber Optic Riser
723	Fiber Optic Storage
736	Typical Messenger Assembly
740-1	Double D/E 40-60
740-2	Double D/E 60-90
760	Typical Alley Arm

END OF DOCUMENT

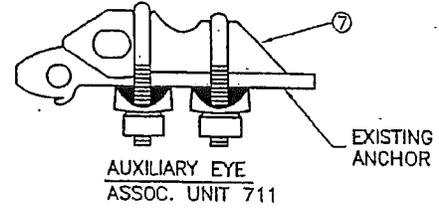
ASSOC. UNITS 710-713



TYPICAL DOWN GUY & ANCHOR
ASSOC. UNIT 712 & 710
USE EXISTING ANCHOR
IF AVAILABLE



TYPICAL SIDEWALK GUY
ASSOC. UNIT 713



AUXILIARY EYE
ASSOC. UNIT 711

MATERIAL LIST:		
ITEM	QTY	DESCRIPTION
1	AS REQUIRED	1/4" GALVANIZED STRAND 7 STRAND EXTRA HIGH STRENGTH (EHS)
2	2	PRE-FORMED GUY-GRIP CAT. # GDE-1104 OR EQUIVALENT.
3	1	GUY GUARD FULL ROUND 8' LENGTH
4	1 SET	SIDEWALK GUY ARM FITTINGS
5	1	GALV. STEEL PIPE LENGTH & SIZE AS REQUIRED
6	1	ANCHOR, SCREW, TWIN HELIX, 8", 8DOD FT. LB. WITH 1 1/2" SQUARE HUB, DIXIE CAT. # D-284-B WITH 3/4" X 7' DIAMETER ANCHOR ROD AND TWINEYE EYE NUT, DIXIE CAT. # D-75-D, OR APPROVED EQUAL.
		ANCHOR NOT REQUIRED FOR LOCATIONS WITH EXISTING ANCHOR ROD.
7	AS REQUIRED	AUXILIARY EYE SIZED TO EXISTING ANCHOR

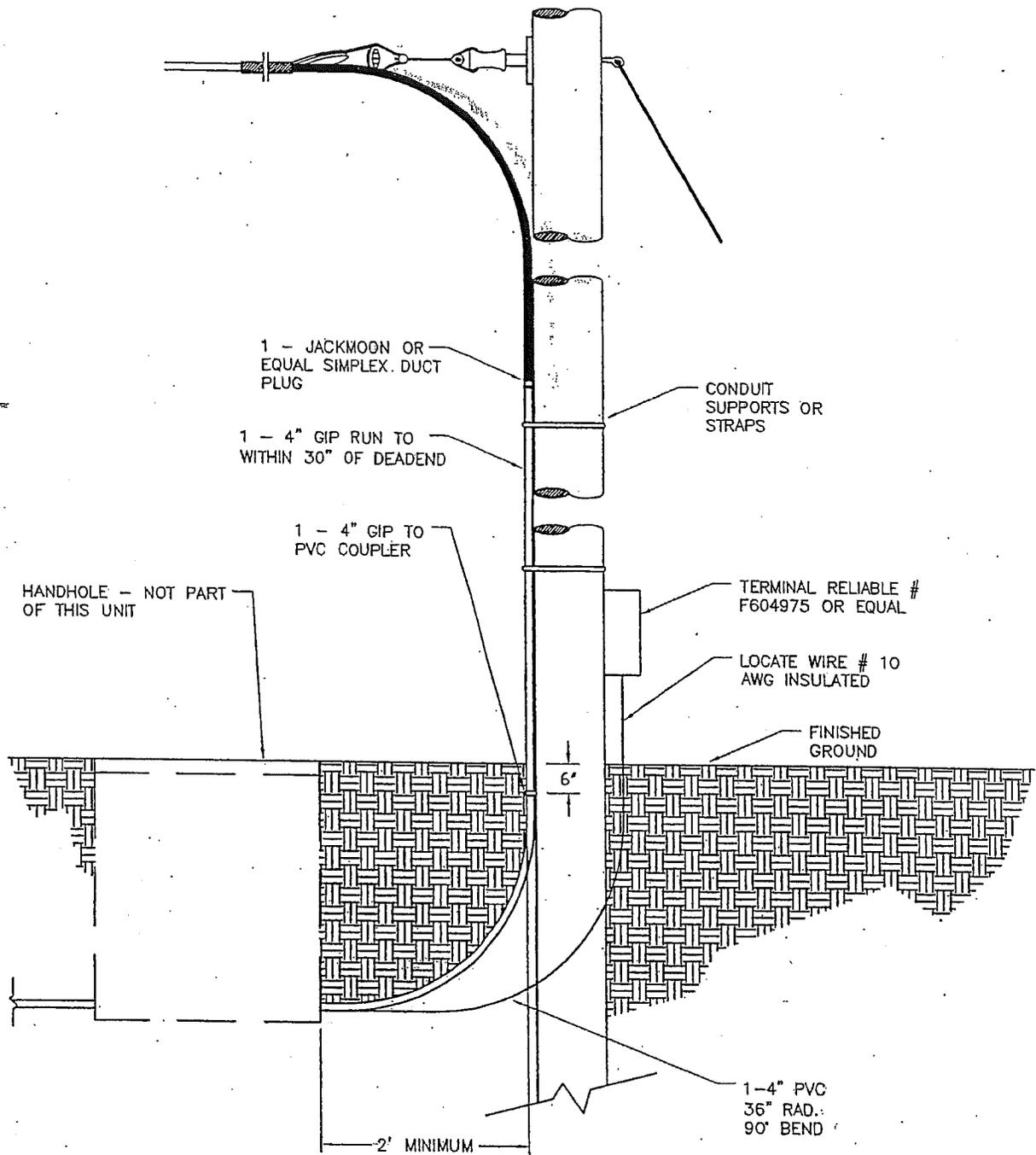
710A
713A TYPICAL GUY ANCHOR ASSEMBLIES
NOT TO SCALE

Siicon Valley Power
CITY OF SANTA CLARA

DRAWN BY: PEI

TITLE: TYPICAL GUY ANCHOR ASSEMBLIES

REV. DATE: 03/05/04	SHT. OF
APP.	DIR. ENG.
DWG. NO. 710 -713	



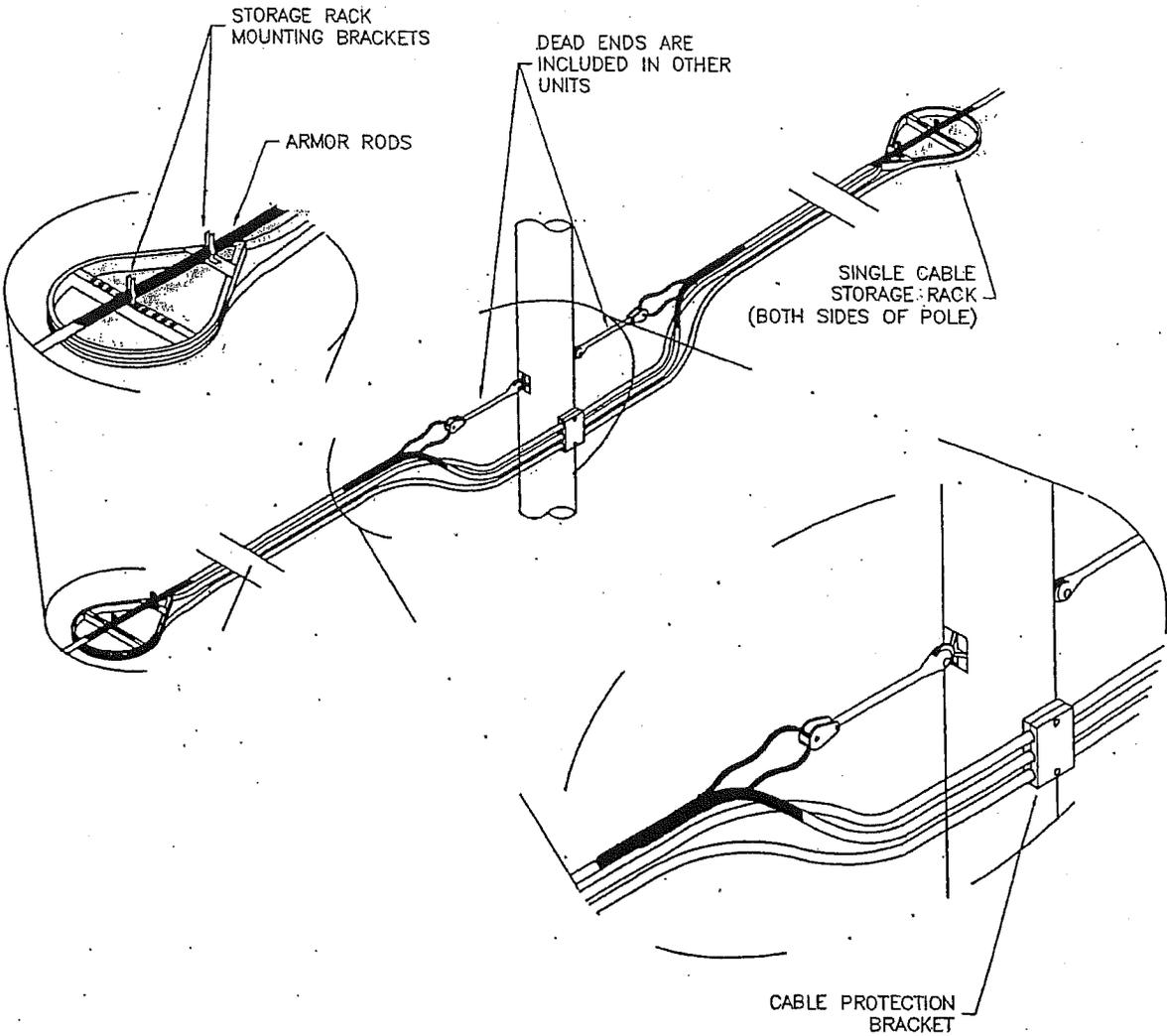
720A FIBER OPTIC RISER.
NOT TO SCALE.

Silicon Valley Power
CITY OF SANTA CLARA

DRAWN BY: PEI

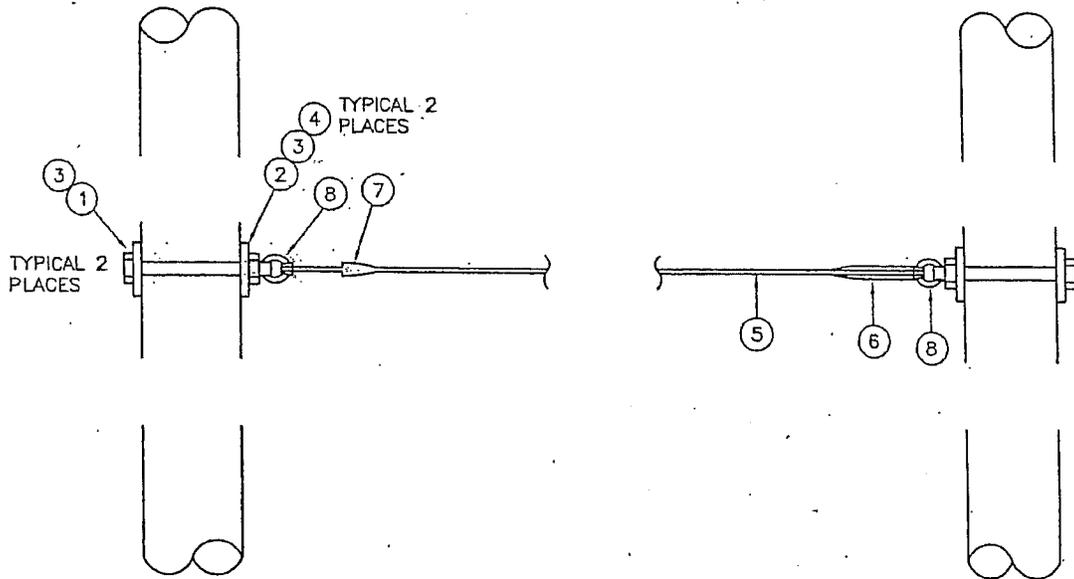
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REV. DATE: 03/05/04	SHT. OF
APP.:	DIR. ENG.
DWG. NO. 720	



723A FIBER OPTIC SLACK STORAGE / STRAND OR CABLE MOUNTED
NOT TO SCALE

	TITLE:	FIBER OPTIC SLACK STORAGE / STRAND OR CABLE MOUNTED	
	REV. DATE:	03/05/04	SHT. OF
	APP.		DIR. ENG.
DRAWN BY:	PEI	DWC. NO. 723	



PART NO.	QUANTITY	DESCRIPTION
①	2	BOLT, MACHINE, 5/8" X 12"
②	2	NUT, HEX, 5/8"
③	4	WASHER, SQUARE, CURVED, 3"X3"X1/4"X11/16" HOLE
④	2	LOCKNUT, MF, 5/8" DIAMETER
⑤	AS REQ'D	1/4" (EHS) GUY STRAND
⑥	1	DEAD END, GUY GRIP, PREFORMED 6M
⑦	1	DEAD END, AUTOMATIC, 6M, SHORT BAIL
⑧	2	THIMBLE EYE NUT, 5/8"

736A TYPICAL 6M MESSENGER ASSEMBLY
NOT TO SCALE

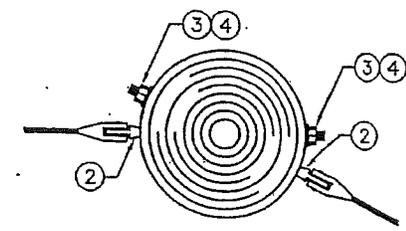
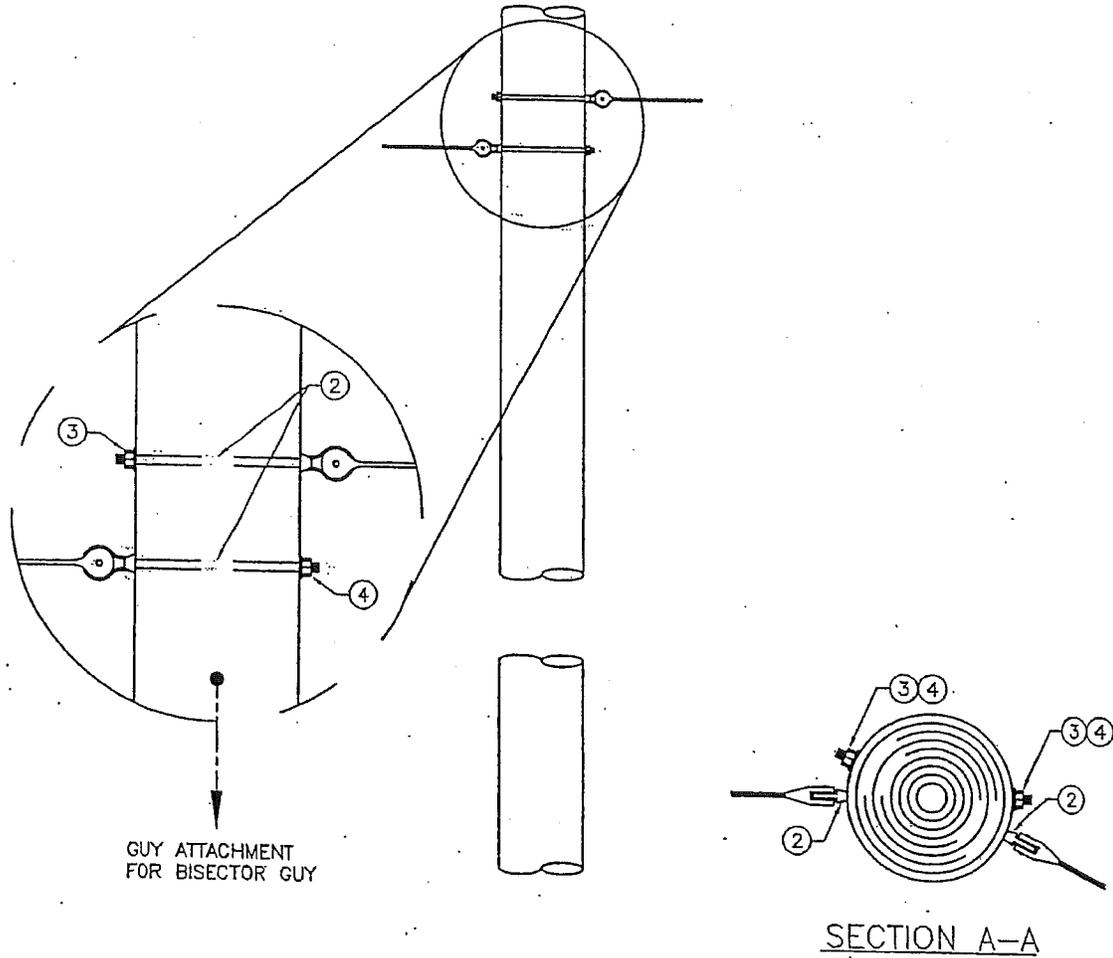
Silicon Valley Power
CITY OF SANTA CLARA

DRAWN BY: PEI

TITLE: TYPICAL 6M MESSENGER ASSEMBLY

REV. DATE: 03/05/04	SHT. OF
APP.	DIR. ENG.
DWG. NO. 736	

ASSOC. UNIT 740-741



SECTION A-A

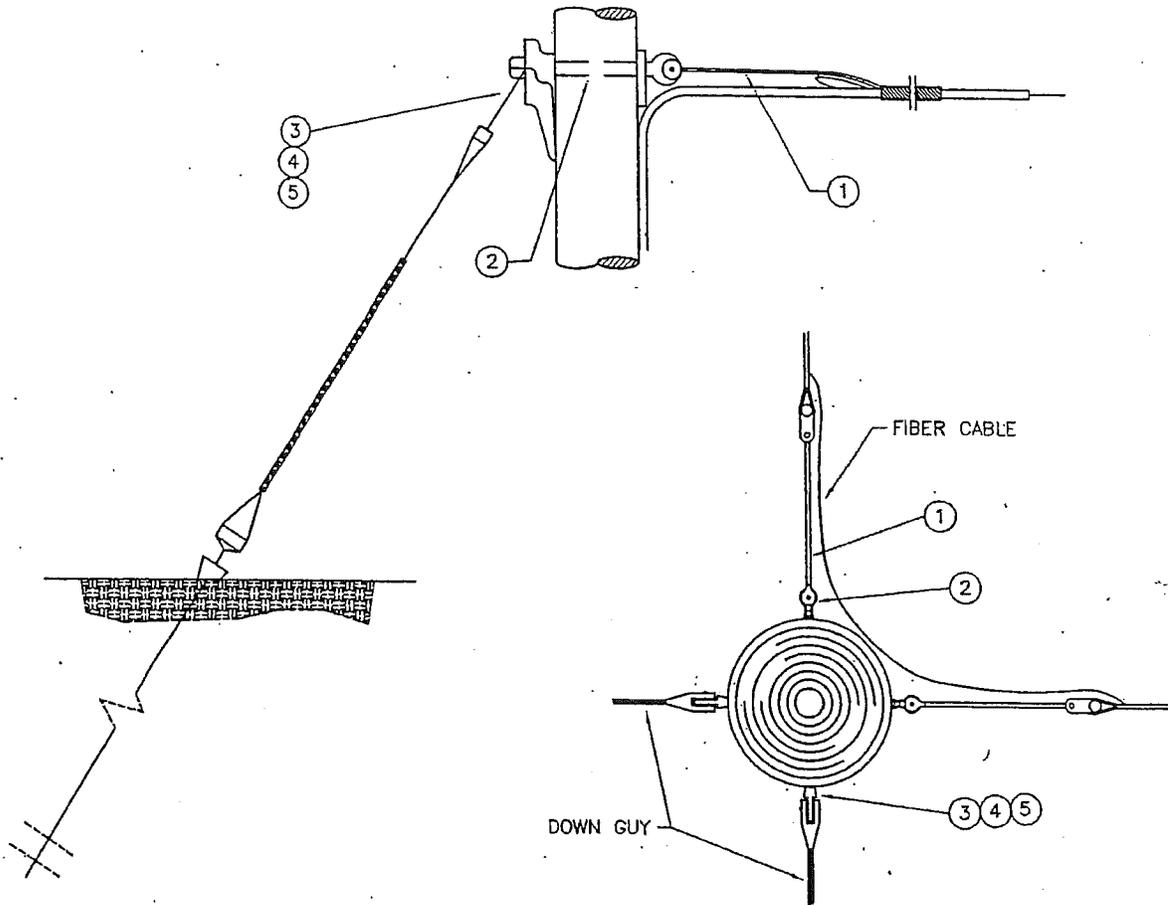
MATERIAL LIST

ITEM NO.	QUANTITY	DESCRIPTION
1	1	FIBERLIGN DIELECTRIC SUPPORT
2	1	OVAL EYE BOLT, 5/8", GALVANIZED STEEL, WITH SQUARE NUT, LENGTH AS REQUIRED
3	1	SQUARE WASHER, 3" FLAT
4	.1	LOCKNUT, 5/8"

732A DOUBLE DEADEND POLE DETAIL 40° TO 60°
 USE FOR LINE ANGLES OF 40° TO 60°
 NOT TO SCALE

TITLE: DOUBLE DEADEND POLE
 DETAIL 40° TO 60°

REV. DATE: 03/05/04 SHEET: OF
 APP. DIR. ENG.
 DWG. NO. 740-1



SECTION A-A

MATERIAL LIST

ITEM NO.	QUANTITY	DESCRIPTION
1	1	FIBERLIGN DIELECTRIC SUPPORT
2	1	OVAL EYE BOLT, 5/8", GALVANIZED STEEL, WITH SQUARE NUT, LENGTH AS REQUIRED.
3	1	EYE, ANGLE THIMBLEYE, FOR 5/8" BOLT, CHANCE #0100, JOSLYN #J6500, OR APPROVED EQUAL.
4	1	SQUARE WASHER, 3" FLAT
5	1	LOCKNUT, 5/8"

733A 60°-90° DOUBLE DEAD-END
 USE FOR LINE ANGLES GREATER THAN 60°
 NOT TO SCALE.



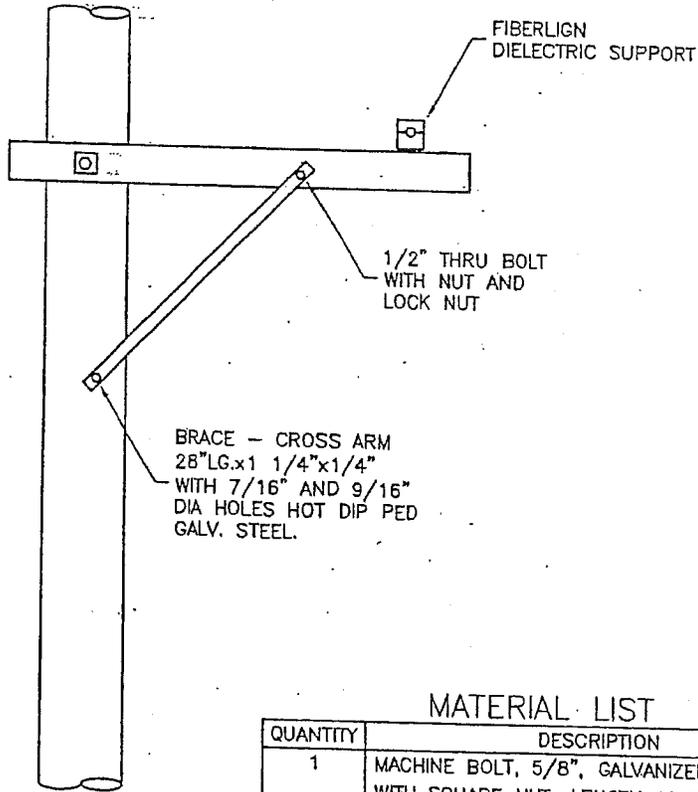
DRAWN BY: PEI

TITLE: 60° TO 90° DOUBLE DEAD-END

REV. DATE: 03/05/04 SH. OF

APP. DIR. ENG.

DWG. NO. 740-2



BRACE - CROSS ARM
 28" LG. x 1 1/4" x 1/4"
 WITH 7/16" AND 9/16"
 DIA HOLES HOT DIP PED
 GALV. STEEL.

MATERIAL LIST

QUANTITY	DESCRIPTION
1	MACHINE BOLT, 5/8", GALVANIZED STEEL, WITH SQUARE NUT, LENGTH AS REQUIRED
1	SQUARE WASHER, 3" FLAT
1	LOCKNUT, 5/8"

760A TYPICAL ALLEY ARM MOUNTING
 NOT TO SCALE

Silicon Valley Power
 CITY OF SANTA CLARA
 DRAWN BY: PEI

TITLE: TYPICAL ALLEY ARM MOUNTING

REV. DATE: 03/05/04	SHT. OF
APP.	DIR. ENG.
DWG. NO. 760A	

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

1. **NOTICE.** THE CITY OF SANTA CLARA, CALIFORNIA, a chartered California municipal corporation ("City") hereby gives notice that it will accept Bids for construction of the following public work:

CITY CONTRACT NUMBER 2006A

ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT

2. **BID SUBMISSION.** City will receive sealed Bids no later than 3:00 p.m. as determined by the atomic clock on the wall of the Office of the City Clerk on May 7, 2014. City's representative will call out the designated time in the Office of the City Clerk, 1500 Warburton Avenue, Santa Clara, California, stating that the period for accepting Bids is closed. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).

3. **CONTACT INFORMATION.**

Project Manager: Dave Padilla
Contract Administrator Diana Shiles
Phone: 408-615-6672
E-mail: dshiles@svpower.com
Mailing address: Dave Padilla – City Clerk's Office
1500 Warburton Ave.
Santa Clara, CA 95050

4. **STATEMENTS OF QUALIFICATIONS.** Each Bidder shall be required to submit, in accordance with Document 00200 (Instructions to Bidders) and Document 00450 (Statement of Qualifications for Construction Work), a Statement of Qualifications.
5. **DESCRIPTION OF THE WORK.** The Work consists of installation of electric utility substructures and aerial fiber optic cable and associated site work as described in the Contract Documents and will be done on a unit price basis at the request of the City of Santa Clara. Requests will be made using a "Call Order" form, which the City of Santa Clara will issue to the Contractor from time to time, as Work is required. The Call Order Form will contain reference to information such as budget, schedule, scope of work, bond requirements and liquidated damage provisions (See Document 00500, Article 5). The Contractor will work with the City of Santa Clara and the Engineer to determine the basis for the information stated on the Call Order as requested or required. All Call

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

Orders will be bound by the terms and conditions of the Master Agreement which will be incorporated by reference and included in this Project Manual. The Work generally includes, but is not necessarily limited to, the following: the installation and testing of substructures for the underground and aerial installation of electric utility power/communication service cable, and associated equipment necessary for providing connections to specific facilities as well as removal of certain aerial facilities. The Work shall be performed in compliance with all applicable City, County, State and Federal Codes and Regulations, and shall meet all applicable industry specifications and standards for the performance of the Work. All Work will be located within the City limits of Santa Clara, California.

6. **CONTRACT TIME.** Work shall begin on the effective date and all work shall be completed within the three year term of the Agreement.
7. **REQUIRED CONTRACTOR'S LICENSE(S).** A valid California contractor's license, appropriate to the Work, is required to Bid this Contract. Contractor must also possess a valid "A" and "C-10" license. Joint ventures must secure a joint venture license prior to award of this Contract. Removal, handling, and/or disposal of hazardous materials may, by law, require hazardous substance removal certification by the Contractor's State License Board.
8. **PREVAILING WAGE LAWS.** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents.
9. **INSTRUCTIONS.** Bidders shall refer to Document 00200 (Instructions to Bidders) for required documents and items to be submitted in sealed envelopes for deposit into the Bid box, located at the City's office, and applicable times for submission.
10. **SUBSTITUTION OF SECURITIES.** City will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00100.
11. **VOLUNTARY PRE-BID MEETING.** The City will conduct a voluntary pre-bid meeting. While voluntary, attendance is strongly recommended. The meeting will take place at the following time and place:

Time: April 23, 2014

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

Date: 2:00 pm – 3:00 pm

Place: City of Santa Clara, Council Chambers
1500 Warburton Ave.
Santa Clara, CA 95050

The pre-Bid Meeting will last approximately one (1) hours.

Any Bidder wishing to investigate subsurface conditions at the Site must schedule such a visit with the City in accordance with Document 00200 (Instructions to Bidders).

12. **PROCUREMENT OF BIDDING DOCUMENTS.** In order to submit a bid, a Potential Bidder must become a plan holder of record by purchasing at least one (1) copy of the Bidding Documents and making a non-refundable payment of \$75.00 for each set of bidding documents purchased. Only plan holders of record will receive addenda and notices during bidding. City will accept cash or checks payable to the "City of Santa Clara." Bidding Documents need not be returned to City.
13. **BID PREPARATION COST.** Bidders are solely responsible for the cost of preparing their Bids.
14. **RESERVATION OF RIGHTS.** City specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.

END OF DOCUMENT

DOCUMENT 00100
ADVERTISEMENT FOR BIDS

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DOCUMENT 00200
INSTRUCTIONS TO BIDDERS

CITY CONTRACT NUMBER 2006A

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER
CONSTRUCTION AGREEMENT**

- 1. RECEIPT OF BIDS.** Sealed Bids will be received by the City at the City Clerk's Office) on May 7, 2014. City will receive Bids in two separate opaque sealed 10" x 13" envelopes, labeled Envelope "A" and Envelope "B," each containing the items described in paragraphs 4 and 5 below, respectively. All Bid envelopes will be time-stamped to reflect their submittal time. Both Envelope "A" and Envelope "B" shall be due by 3:00 p.m. as determined by the atomic clock on the wall of the Office of the City Clerk. City will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.

- 2. CONTACT INFORMATION.**

Project Manager:	Dave Padilla
Contract Administrator:	Diana Shiles
Phone:	408-615-6672
E-Mail:	dshiles@svpower.com
Mailing address:	Dave Padilla – City Clerk's Office 1500 Warburton Ave. Santa Clara, CA 95050

- 3. ID SUBMISSION.** Each Bidder shall submit its Bid in two (2) separate opaque sealed 10" x 13" envelopes containing forms listed in Document 00250 Bid Contents, Evaluation, Selection and Award and in the manner described in Document 00250. Each Bidder should mark its Bid envelopes as:

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

BIDDER'S COMPANY NAME

BID FOR CONTRACT 2006A

ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT

ENVELOPE "A" (or "B" as appropriate)

Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City made as part of Bid evaluation process after submission of Bid. **Bidder's failure to submit all required documents strictly as required entitles City to reject the Bid as non-responsive.**

4. **CONTENTS OF ENVELOPE "A" - BID PRICE.** Envelope "A" shall include:
 - a. Document 00400 (Bid Form) completed in accordance with paragraph 6 of this Document 00200.
 - b. Bid security supplied and completed in accordance with paragraph 7 of this Document 00200.
 - c. Document 00420 (Bidder's Registration Form)
 - d. Document 00421 (Declaration of Contractor's License Status)
 - e. Document 00430 (Subcontractors List Form) in accordance with paragraph 8 of this Document 00200.

5. **CONTENTS OF ENVELOPE "B" - BIDDER QUALIFICATIONS.** Envelope "B" shall include:
 - a. Document 00450 (Statement of Qualifications for Construction Work). Statement of Qualifications submitted in accordance with paragraph 9 of this Document 00200.
 - b. Document 00654 (Workers Compensation Insurance Statement).
 - c. Document 00430 (Subcontractors List Form) in accordance with paragraph 8 of this Document 00200.
 - d. Document 00440 (Affidavit of Compliance with Ethical Standards)
 - e. Document 00481 (Non-Collusion Affidavit).

6. **REQUIRED BID FORMS.** All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation, Document 00400

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

(Bid Form) which includes fully completed Documents 00311 and 00312, Document 00420 (Bidder Registration Form), Document 00421 (Declaration of Contractor's License Status), Document 00430 (Subcontractors List), Document 00440 (Affidavit of Compliance with Ethical Standards for Contractors), Document 00450 (Statement of Qualifications for Construction Work), and Document 00481 (Non-Collusion Affidavit), Document 00654 (Worker's Compensation Insurance Certificate), and any other item identified in Document 00250 Bid Contents, Evaluation, Selection and Award.

City may reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. City reserves the right in its sole discretion to reject any

Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. City reserves the right to reject any Bid not clearly written.

7. **REQUIRED BID SECURITY.** Bidders must submit with their Bids either cash, a cashier's check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of amount of Bid, payable to City. All Bidders choosing to submit a surety bond must submit it on the required form, Document 00411 (Bond Accompanying Bid). City will reject as non-responsive any Bid submitted without the necessary Bid security.

City may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, City will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

8. **REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information on all Subcontractors in Document 00430 (Subcontractors List) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.
9. **REQUIRED STATEMENT OF QUALIFICATIONS.** In order for a Bidder to be eligible to Bid on this Contract, it must submit a Statement of Qualifications responsive to the requirements identified in Document 00450 (Statement of Qualification for Construction

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

Work) ("SOQ"), including without limitation qualification information for Subcontractors and schedulers, if any.

Each Bidder shall submit its SOQ as part of Envelope B as provided in Paragraph 1 above, paragraph 5 of Document 00250 (Bid Contents, Evaluation, Selection and Award) and Document 00450 (Statement of Qualifications for Construction Work) containing all information required by Document 00450 (Statement of Qualifications for Construction Work) including without limitation qualification information for subcontractors and schedulers.

Except as otherwise provided in paragraphs 20 and 21 of this Document 00200, Document 00250 (Bid Contents, Evaluation, Selection and Award), or in Document 00450 (Statement of Qualification for Construction Work), City will make final determinations regarding Bidder responsibility based solely upon the SOQ submitted as part of Envelope "B" on Bid day. Information in the SOQ shall be current.

- 10. VOLUNTARY PRE-BID MEETING.** The City will conduct a voluntary pre-bid meeting. While voluntary, attendance is **strongly** recommended. The meeting will take place at the following time and place:

Time: .April 23, 2014
Date: 2:00 pm – 3:00 pm
Place: City of Santa Clara, Council Chambers
1500 Warburton Ave.
Santa Clara, CA 95050

The pre-bid Meeting will last approximately 1 hours

Bidders may submit written questions in connection with the Pre-Bid Meeting and related Site Visit. City will transmit to all parties recorded as having received Bidding Documents such Addenda as City in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. Other Pre-Bid Site Visits may be scheduled at City's sole discretion, depending on staff availability.

- 11. OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00500 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to the City that Bidder has fully completed these tasks.

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

12. **ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to City (Attention: Project Engineer) in writing. Interpretations or clarifications considered necessary by City in response to such questions will be issued by Addenda mailed, faxed, e-mailed, or delivered to all parties recorded by City as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address or fax number supplied City by Bidder. City may not answer questions received less than ten (10) Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- a. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.
 - b. Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City.
13. **WAGE RATES.** Contractor shall pay prevailing wages to any worker(s) employed by Contractor or any of its subcontractors under this Contract. The term "worker" is defined under California Labor Code Sections 1723 and 1772. A prevailing wage is the basic hourly rate the majority of workers in a particular craft or classification earn. The prevailing wage also is based on the locality and nearest labor market. The California Department of Industrial Relations annually determines prevailing wage for various crafts, job classifications and job types. The general prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform the Work required under this Contract, as determined by the State of California Department of Industrial Relations (the "DIR"), are available from the Division of Labor Standards, 455 Golden Gate Avenue, San Francisco, CA 94102 (P.O. Box 420603, San Francisco, CA 94142-0603) or on the DIR website at www.dir.ca.gov/dlsr. Also, Contractor shall post the applicable prevailing wage rates at the Site.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
15. **BID OPENING.** City will open all Bidders' Envelopes "A," immediately after the bid submittal deadline on the date specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open Envelopes "B" publicly, and except for the Apparent Low Bidder's Envelope "B" (or as otherwise provided in this Document 00200), they will remain unopened.

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

16. DETERMINATION OF APPARENT LOW BIDDER (Envelope "A").

City will determine Apparent Low Bidder based on the total of the base bid items as applied to the Bid Evaluation Spreadsheet. The 2006A Bid Evaluation Spreadsheet will be prepared in advance, not released to the public, sealed and maintained in the City Clerk's Office. The 2006A Bid Evaluation Spreadsheet will be opened and distributed to all Bidders at the time of the Bid Opening.

- a. The Contract award shall be made on a Bid Item basis, as set forth in Documents 00311 and 00312, based on the total of the bid items as applied to the 2006A Bid Evaluation Spreadsheet, which will use a variety of per unit and daily-hourly rate bids (based on sample projects) using the selections and quantities from both the Documents 00311 and 00312. The price for each Bid Item shall include all the materials and labor necessary to result in a properly constructed and functional Bid Item. It is the intent of the City to apply each Bidders Unit Prices to the same Bid Evaluation Spreadsheet for each Bid received as soon as practical. The results will be posted at the City Clerk's office upon the completion of all Bid Evaluations.
- b. In subsequent Call Orders under this Contract, the City may specify any number or combination of Bid Items to actually be constructed based on the job drawings and specifications.
- c. The City reserves the right to reject any and all Bids and to waive informalities or irregularities in Bids received.
- d. The award, if made, will be made by the City within forty-five (45) days of the opening of the Bids.
- e. If the City has not made an award within forty-five (45) days after the opening of the Bids it may:
 - i. Make an award on the forty-fifth (45th) day,
 - ii. Reject all Bids, or
 - iii. Offer to extend the term for decision to award by a specified period of time.
- f. In the event the City elects to extend the term for a decision on contract award, each bidder shall have the option of extending the term of the validity of his Bid or withdrawing his Bid in writing.
- g. A written Notice of Award deposited in the mail, or otherwise furnished to the successful bidder, shall be deemed to result in a binding contract without further action by either party.

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

17. EVALUATION OF BIDDER RESPONSIBILITY (Envelope "B").

- a. City will open Apparent Low Bidder's Envelope "B" and check its contents for compliance with paragraph 5 above and this paragraph 19. City will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.
- b. If any Apparent Low Bidder is determined to be non-responsive or non-responsible, City may open the next Apparent Low Bidder's Envelope "B" pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder. City shall use reasonable efforts to make the responsive responsible Apparent Low Bidder's Envelope "B" public on the fifth (5th) Day following opening of the Bidders' Envelope "A"s, subject to paragraph 27 below.
- c. Document 00450 sets forth certain minimum criteria for a Bidder to be found responsible.
- d. Minimum licensing requirements including evidence of a valid California "A and C10" contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder or any designated Subcontractor(s).

18. BID EVALUATION. City may reject any or all Bids and waive any informalities or minor irregularities in the Bids. City also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items.

- a. In evaluating Bids, City will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in Document 00400 (Bid Form) or prior to the Notice of Award.
- b. City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. City shall have the right to consider information provided by sources other than Bidder. City shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

- c. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
 - d. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the City to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
 - e. City may determine whether a Bidder is qualified in its sole discretionary judgment.
- 21. AWARD.** If the Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required City procedures and receipt of all City approvals, City will issue Document 00510 (Notice of Award) to successful Bidder.
- 22. BID PROTEST.** Any Bid protest must be submitted in writing to the City Clerk's office (Attention: Dave Padilla), before 3:30 p.m. of the tenth (10th) Day following opening of Bidders' Envelope "A"s.
- a. The initial protest document must contain a complete statement of the basis for the protest.
 - b. The protest must refer to the specific portion of the document that forms the basis for the protest.
 - c. The protest must include the name, address, and telephone number of the person representing the protesting party.
 - d. Only Bidders whom the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City may open and evaluate information contained in any protesting Bidder's Envelope "B", and conduct the same investigation and evaluation as City is entitled to take regarding an Apparent Low Bidder. Any such opened Envelope "B" shall also be subject to all provisions of paragraph 27.

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

- e. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

23. POST-NOTICE OF AWARD REQUIREMENTS. After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.

- a. Submit the following documents to City by 5:00 p.m. of the 20th Day following Notice of Award. Execution of Contract by City depends upon approval of these documents:
 - 1) Document 00500 (Agreement): To be executed by successful Bidder. Submit two (2) originals, each bearing an original signature.
 - 2) Document 00610 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Construction Performance Bond). Submit one (1) original.
 - 3) Document 00620 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00620 (Construction Labor and Material Payment Bond). Submit one original.
 - 4) Insurance certificates and endorsements required by Document 00821 (Insurance). Submit one (1) original set.
 - 5) One (1) complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Document 00670 (Escrow Bid Documents).
 - 6) The Guaranty in the form set forth in Document 00630 (Guaranty). Submit two (2) originals, each bearing an original signature.
- b. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. City may elect to extend the time to receive faithful performance and labor and material payment bonds.

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

- c. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles City to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.
- 24. FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder to whom Contract is awarded shall, within the period described in paragraph 23a of this Document 00200, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages. In addition, upon such failure City may determine the next Apparent Low Bidder and proceed accordingly.
- 25. MODIFICATION OF COMMENCEMENT OF WORK.** City expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- 26. WITHDRAWAL OF BIDS.** Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with the City at the Office of the City Clerk. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the City to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.
- 27. PUBLIC RECORDS ACT REQUESTS.**
- a. Per the Public Records Act, City will make available to the public Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, City will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to the SOQ). Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

not be permitted and shall be invalid. The specific information must be clearly identified as such.

- b. Upon a request for records regarding this Bid, City will notify Bidder involved within ten (10) Days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests City to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend City's refusal to produce the information in all forums; otherwise, City will make such information available to the extent required by applicable law, without restriction.
 - c. Information disclosed in the SOQ (if Envelope "B" is opened) and the attendant submissions are the property of City unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.
- 28. CONFORMED CONSTRUCTION DOCUMENTS.** Following Award of Contract, City will prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.
- 29. DEFINITIONS.** All abbreviations and definitions of terms used in this Document 00200 are set forth in Section 01420 (References and Definitions).

END OF DOCUMENT

DOCUMENT 00200
INSTRUCTIONS TO BIDDERS

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DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Date	Potential Bidder (type or print company name)
CITY:	SANTA CLARA, CALIFORNIA
SITE:	VARIOUS LOCATED IN THE CITY OF SANTA CLARA, CA.
PROJECT:	ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT

In consideration of the above-referenced City's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless City, and its officers, employees, consultants (including without limitation Consulting Engineer), representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of City or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700 (General Conditions).

DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

4. Although this Indemnity and Release Agreement is not a Contract Document (see Document 00500 [Agreement]), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

By:

By:

Signature

Signature

Its:

Its:

Title

Title

(If Corporation: Chairman, President,
or Vice President)

(If Corporation: Chairman, President,
or Vice President)

END OF DOCUMENT

DOCUMENT 00250

BID CONTENTS, EVALUATION, SELECTION AND AWARD

1. This Document summarizes the required Bid contents and City's procedures for opening and evaluating Bids and making award for:

CITY CONTRACT NUMBER 2006A

ELECTRIC UTILITY SUBSTRUCTURES AND FIBER OPTIC AERIAL CABLE MASTER CONSTRUCTION AGREEMENT

2. All abbreviations and definitions of terms used herein are defined in the Division 1 Specifications, Section 01420 References and Definitions.
3. Bidders shall submit Bids in two (2) separate sealed Envelopes marked "Envelope A" and "Envelope B."
4. At the designated time of Bid opening, City will open the Envelope A submitted by each Bidder, initially evaluate it for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open the Envelope B submitted by each Bidder publicly, and except for the Apparent Low Bidder's Envelope B (or as otherwise provided in this Document 00250), they will remain unopened.
5. **CONTENTS OF ENVELOPE A - BID PRICE** (Checklist). Envelope A shall include:
 - 5.1 Document 00400 - Bid Form (including Documents 00311 and 00312).
 - 5.2 Bid Security (Bidder's Bond) supplied in accordance with Document 00200 Instructions to Bidders.
 - 5.3 Document 00420 – Bidder's Registration Form.
 - 5.4 Document 00421 - Declaration of Contractor's License Status.
 - 5.5 Document 00430 - Subcontractors List.
 - 5.6 Document 00440 – Affidavit of Compliance with Ethical Standards.
 - 5.7 Document 00481 - Non-Collusion Affidavit.
6. **CONTENTS OF ENVELOPE B - BIDDER QUALIFICATIONS.** (Checklist) Envelope B shall include:
 - 6.1 Document 00450 - Statement of Qualifications and Statement of Qualifications submitted in accord with Document 00450.
 - 6.2 Document 00654 - Worker's Compensation Insurance Statement.

DOCUMENT 00250

BID CONTENTS, EVALUATION, SELECTION AND AWARD

7. **DETERMINATION OF APPARENT LOW BIDDER.** City will determine Apparent Low Bidder based on the total of the base bid items as applied to the Bid Evaluation Spreadsheet. The 2006A Bid Evaluation Spreadsheet will be prepared in advance, not released to the public, sealed and maintained in the City Clerk's Office. The 2006A Bid Evaluation Spreadsheet will be opened and distributed to all Bidders at the time of the Bid Opening.
- a. The Contract award shall be made on a Bid Item basis, as set forth in Documents 00311 and 00312, based on the total of the bid items as applied to the 2006A Bid Evaluation Spreadsheet, which will use a variety of per unit and daily-hourly rate bids (based on sample projects) using the selections and quantities from both the Documents 00311 and 00312. The price for each Bid Item shall include all the materials and labor necessary to result in a properly constructed and functional Bid Item. It is the intent of the City to apply each Bidders Unit Prices to the same Bid Evaluation Spreadsheet for each Bid received as soon as practical. The results will be posted at the City Clerk's office upon the completion of all Bid Evaluations.
 - b. In subsequent Call Orders under this Contract, the City may specify any number or combination of Bid Items to actually be constructed based on the job drawings and specifications.
 - c. The City reserves the right to reject any and all Bids and to waive informalities or irregularities in Bids received.
 - d. The award, if made, will be made by the City within forty-five (45) days of the opening of the Bids.
 - e. If the City has not made an award within forty-five (45) days after the opening of the Bids it may:
 - i. Make an award on the forty-fifth (45th) day,
 - ii. Reject all Bids, or
 - iii. Offer to extend the term for decision to award by a specified period of time.
 - f. In the event the City elects to extend the term for a decision on contract award, each bidder shall have the option of extending the term of the validity of his Bid or withdrawing his Bid in writing.
 - g. A written Notice of Award deposited in the mail, or otherwise furnished to the successful bidder, shall be deemed to result in a binding contract without further action by either party.

DOCUMENT 00250

BID CONTENTS, EVALUATION, SELECTION AND AWARD

8. EVALUATION OF BIDDER RESPONSIBILITY (ENVELOPE B)

- 8.1 City will open Apparent Low Bidder's Envelope B and check its contents for compliance with Paragraph 6 above and this Paragraph 8. City will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing within two (2) business days, with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.
- 8.2 City will determine Bidder responsibility in accord with Document 00450 Statement of Qualifications for Construction Work.

END OF DOCUMENT

DOCUMENT 00250
BID CONTENTS, EVALUATION, SELECTION AND AWARD

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DOCUMENT 00301

UNIT BID PRICING INSTRUCTIONS TO BIDDERS

Bids are requested for a general construction contract, or work described in general, as follows:

CITY CONTRACT NUMBER 2006A

ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT

1. Schedule of Unit Bid Prices - Document 00311

For each unit bid classification, there are two (2) quantity schedule categories: Schedule A and Schedule B for lesser and greater quantities respectively.

Please fill out the price per unit for each unit item and for both Schedules A and B.

For example: The first Unit Bid Item is "#100, Trench Dirt (up to 40" Depth)" place your company's price per linear foot (LFT) to be performed for an individual Call Order. Schedule A asks for a unit bid price for a Call Order that requires 1-500 LFT total of trenching as specified in #100. Schedule B asks for a unit bid price for a Call Order that requires greater than 501 LFT of trenching as specified in #100.

2. Daily/Hourly Bid Schedule - Document 00312

Please fill out every daily and hourly rate for each labor and equipment classification line item. For example: The first Hourly Rate item is "Foreman Aerial." Your company will supply one price for "Daily" Straight time, as described below and one price for "Hourly" Straight time. The Overtime rate, if used, will be paid at one and one-half times the Hourly Straight time rate.

Straight Time: Monday through Thursday, nine (9) hours per day.
Friday, eight (8) hours per day.
Alternating Fridays are Golden Fridays, zero (0) hours.

Overtime: Saturday, Sunday, and City-Observed Holidays.
Any time in excess of nine (9) hours per day. (See Straight Time.)

Your company will supply one Daily and one Hourly rate for each piece of vehicle, equipment and tool item as indicated.

Contractor shall be reimbursed for any Work performed on a Daily/Hourly basis by Contractor's crews/vehicles/equipment and as authorized and approved in writing by the City in advance and in accordance with the following conditions:

- 1) Extraordinary accessibility to underground vault/structure location.
- 2) Special safety and/or traffic control considerations.
- 3) Direct requests of City.

See Document 00250 for a complete list of required documents for bid submittal.

END OF DOCUMENT

DOCUMENT 00301
UNIT BID PRICING INSTRUCTIONS TO BIDDERS

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**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00311**

Number	Trench Dirt and Place Conduit	Unit	Unit Schedule A		Unit Schedule B	
			QTY	Price	QTY	Price
100	Trench Dirt (up to 40" Depth)	LFT	1-100		101+	
101	Trench Dirt (up to 60" Depth)	LFT	1-100		101+	
110	Trench Manual (30" Depth)	LFT	1-20		21+	
111	Trench Manual (40" Depth)	LFT	1-20		21+	
112	Trench Manual (48" Depth)	LFT	1-20		21+	
122	Place Owner-furnished Conduit(s) in trench bottom, per trench foot	TFT	1-100		101+	
123	Place additional - Owner-furnished Conduit w/spacers, each new level, per trench foot	TFT	1-100		101+	
Number	Conventional/Directional/Core Bore	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
200	Conventional Bore 1-2"	FT	1-20		21+	
201	Conventional Bore 1-4"	FT	1-20		21+	
220	Directional Bore 1-2" HDPE	FT	1-200		201+	
221	Directional Bore 2-2" HDPE	FT	1-200		201+	
222	Directional Bore 3-2" HDPE	FT	1-200		201+	
223	Directional Bore 4-2" HDPE	FT	1-200		201+	
224	Directional Bore 1-4" PVC	FT	1-200		201+	
225	Directional Bore 1-6" PVC	FT	1-200		201+	
240	Core Bore up to 5" diameter	EA	1-5		6+	

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00311**

Number	Place Facility	Unit	Schedule A		Schedule B		Schedule C	
			QTY	Price	QTY	Price	QTY	Price
300	Place in conduit or casing - 1 Owner-furnished locate wire	FT	1-200		201-500		501+	
301	Place in un-occupied conduit or casing up-to-four Owner-furnished maxcell	FT	1-200		201-500		501+	
302	Place in existing conduit or casing - up-to-four Owner-furnished innerduct	FT	1-200		201-500		501+	
303	Place in Interior conduit, raceway or rack - Owner-furnished innerduct	FT	1-200		201-500		501+	
304	Place in conduit or casing - 3- 1/4 or 1 1/2" innerduct	FT	1-200		201-500		501+	
310	Place up-to 1" Owner-furnished fiber into buildings.	FT	1-200		201-500		501+	
311	Place in conduit, casing or maxcell - 1 Owner-furnished fiber optic cable	FT	1-200		201-500		501+	
312	Place in occupied conduit or casing - 1 pull Owner-furnished maxcell	FT	1-200		201-500		501+	
320	Remove up to 1" non working cable from Fiber Cable Plant.	FT	1-200		201-500		501+	
350	Install Owner-furnished 2-post 19 inch Rack in building	EA	1-5		6+			
351	Install and Splice 24-port Owner furnished Patch Panel in rack	EA	1-5		6+			
352	Install and Splice 48-port Owner furnished Patch Panel in rack	EA	1-5		6+			
353	Install and Splice 72-port Owner furnished Patch Panel in rack	EA	1-5		6+			
354	Install and Splice 96-port Owner furnished Patch Panel in rack	EA	1-5		6+			

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00311**

Number	Place Facility	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
400	Install Owner-furnished precast 8'x10' Primary Manhole per UG1000	FT	1-5		6+	
401	Install Owner-furnished precast 5'x10' Primary Switch Vault per UG1000	FT	1-5		6+	
402	Install Owner-furnished precast 4'x6' Full Traffic Pullbox per UG1000	FT	1-5		6+	
403	Install Owner-furnished precast 4'x6' Light Traffic Pullbox per UG1000	FT	1-5		6+	
404	Install Owner-furnished 48"x48" Splice Box - Non Traffic per UG 1000	FT	1-5		6+	
405	Install Owner-furnished 30"x60" Splice Box - Non Traffic per UG 1000	FT	1-5		6+	
406	Install Owner-furnished 24"x36" Splice Box - Non Traffic per UG 1000	FT	1-5		6+	
407	Install Owner-furnished 17"x30" Splice Box - Non Traffic per UG 1000	FT	1-5		6+	
408	Install Single Phase Transformer Pad per UG1000	FT	1-5		6+	
409	Install Three Phase Transformer Pad per UG1000	FT	1-5		6+	
410	Furnish and Install Permanent Barrier Pipe per UG1000	FT	1-5		6+	
411	Furnish and Install Removable Barrier Pipe per UG1000	FT	1-5		6+	
412	Install Street Light Foundation per UG 1000	FT	1-5		6+	

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00311**

Number	Encasement and Backfill	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
500	Concrete encasement	YD	1-9		10+	
501	Slurry backfill up to 12" depth	YD	1-9		10+	
502	Slurry backfill - each additional 6"	YD	1-9		10+	
503	Sand backfill up to 12" depth	YD	1-5		6+	
504	Sand backfill - each additional 6"	YD	1-5		6+	
505	Import backfill up to 12" depth	YD	1-5		6+	
506	Import backfill up - each additional 6"	YD	1-5		6+	
510	Concrete Removal & Restoral up to 4" in depth	SQFT	1-100		101+	
511	Concrete Removal & Restoral over 4" in depth, each additional two inches	SQFT	1-100		101+	
512	Asphalt Removal & Restoral up to 4" depth	SQFT	1-200		201+	
513	Asphalt Removal & Restoral over 4" depth, each additional two inches	SQFT	1-200		201+	
514	Asphalt removal & restoral over concrete subsurface-up to 4" concrete	SQFT	1-200		201+	
515	Asphalt removal & restoral over concrete subsurface-over 4" concrete - each additional two inches	SQFT	1-200		201+	
520	Surface Restoration - sod	SQFT	1-100		101+	
521	Surface Restoration - brick	SQFT	1-100		101+	
522	Surface Restoration - decorative rock	YD	1-100		101+	

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00311**

		YD	1-100			101+	
523	Surface Restoration - decorative bark						

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00311**

Number	Aerial	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
710	Install Anchor - 8' Mania Rey	EA	1-5		6+	
711	Install Anchor - 10' Bust Plate	EA	1-5		6+	
712	Install Down guy - standard 10M	EA	1-5		6+	
713	Install Sidewalk guy 10M	EA	1-5		6+	
715	Install 1.25' self supporting inner duct	FT	1-200		201+	
716	Install 2' self supporting inner duct	FT	1-200		201+	
717	Place Aerial Squirrel Guard 1' to 2' Street side	FT	1-200		201+	
718	Place Aerial Squirrel Guard 1' to 2' Utility easement	FT	1-200		201+	
719	Remove Squirrel Guard	FT	1-200		201+	
720	Install Fiber Optic Riser	EA	1-5		6+	
723	F/O slack storage-strand or cable mounted	EA	1-5		6+	
736	Extra high strength steel strand 1/4"	FT	1-500		501+	
740	Install Owner-furnished ADSS fiber optic cable up to 1.0" dia	FT	1-1000		1001+	
741	Install Owner-furnished ADSS fiber optic cable over 1.0" dia	FT	1-1000		1001+	
750	Lash fiber optic cable or duct to strand	FT	1-1000		1001+	
751	Overlash fiber optic cable or duct	FT	1-1000		1001+	

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00311**

Number	Aerial strand and transfers	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
752	Multiple strand bond	FT	1-5		6+	
753	Vertical Ground	EA	1-5		6+	
760	Cross Arm	EA	1-5		6+	
761	Guard Arm Placement or Relocate	EA	1-5		6+	
762	Double Guard Arm Placement or Relocate	EA	1-5		6+	
763	Guard Arm Removal	EA	1-5		6+	
764	Double Guard Arm Removal	EA	1-5		6+	
765	Aerial Cable Wreckout (Rear Easment)	FT	1-1000		1001+	
766	Aerial Cable Wreckout (Street Easment)	FT	1-1000		1001+	
800	Move/transfer/remove down guy	EA	1-5		6+	
801	Move/transfer/remove sidewalk guy	EA	1-5		6+	
802	Move/transfer O/H guy or vacant strand	EA	1-5		6+	
803	Move/transfer cross arm	EA	1-5		6+	
804	Move/transfer cable attachment or suspension strand	EA	1-5		6+	
805	Move/transfer one drop wire	EA	1-5		6+	
806	Move/transfer one insulator bracket on a pole	EA	1-5		6+	

DOCUMENT 00311

COVER SHEET FOR SCHEDULE OF UNIT PRICE BIDS

SCHEDULE OF UNIT PRICE BIDS
Cover Sheet

ELECTRIC UTILITY SUBSTRUCTURE AND AERIAL FIBER OPTIC CABLE
MASTER CONSTRUCTION AGREEMENT

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00312**

Number	Position Name	Rates	
		Daily	Hourly
900	Foreman Aerial		
901	Foreman Underground		
902	Equipment Operator		
903	Line Person Journeyman		
904	Line Person Apprentice		
905	Truck Driver		
906	Mechanic		
907	Laborer		
908	Flagger		
909	Journeyman Fiber Splicer		
910	Apprentice Fiber Splicer		
911	Crew, 2-Man Substructure		
912	Crew, 4-Man Substructure		

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00312**

Number	Vehicle Name	Rates	
		Daily	Hourly
930	Trencher - Ditchwitch 3700		
931	Backhoe - JD 410		
932	Trackhoe - 555 John Deere		
933	Utility Truck with Tools		
934	6 Wheel Dump		
935	10 Wheel Dump		
936	1 Ton Pickup		
937	Forklift - 8,000 lb.		
938	Aerial T-40C (or equivalent - 28 ft) with tools		
939	Bucket Truck - Splicing - 28 ft.		
940	Aerial Man Lift - 40 ft. straight, 2 wheel drive		
941	Water Truck - 1,800 ga.		
942	Truck - Digger Derrick with tools		

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00312**

<i>Number</i>	<i>Equipment Name</i>		
950	Pole/Pipe Trailer		
951	Reel Trailer (all sizes)		
952	Loader - 930		
953	Tractor & Low Boy		
954	Concrete/Asphalt Cutting Tools		
955	Auger, Jacking Impaction		
956	Auger, Jacking Pushing		
957	Vibrating Tamper - 100 lb.		
958	Vibratory Roller - 48" Smooth		
959	Hammer, Hydro		
960	Air Compressor		
961	Hydro Vac		
962	Rodder		
963	Compactor - 18" Diesel Plate		
964	Directional Drill Rig - Ditch Witch JT 1720		
965	Mud Tank/Trailer		
966	Vacuum Trailer		
967	Street Sweepers - Laymore		
968	Arrow Board (each)		
969	Mini Excavator		

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE
 MASTER CONSTRUCTION AGREEMENT
 CONTRACT 2006A - DOCUMENT 00312**

<i>Number</i>	<i>Tool Name</i>	<i>Rates</i>	
		<i>Daily</i>	<i>Hourly</i>
980	Barricades (each)		
981	Barricades E/W Flasher (each)		
982	Warning Signs (each)		
983	Manhole Package (MH guard,Blower w/hose,pump,gas tester)		
	Note:		
	Trailer rates to be included with all equipment rates		
End of Document 00312-3			

DOCUMENT 00312
HOURLY BID SCHEDULE

SCHEDULE OF HOURLY RATES
Cover Sheet

ELECTRIC UTILITY SUBSTRUCTURE AND AERIAL FIBER OPTIC CABLE MASTER
CONSTRUCTION AGREEMENT

DOCUMENT 00400

BID FORM

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

CITY CONTRACT NUMBER 2006A

ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Santa Clara ("City") in the form included in the Contract Documents, Document 00500 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 0050 (Agreement), Article 5.
 - (c) Bidder has received and examined copies of the following technical specifications on City-provided, Contractor-installed equipment. (N/A)
 - (d) Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work in strict accordance with the Contract Documents according to the values listed in the following

DOCUMENT 00400

BID FORM

Document 00311 (Unit Price Bid Spreadsheet) and Document 00312 (Daily-Hourly Unit Price Bid Spreadsheet) fully completed, attached and incorporated into this Bid Form :

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that City reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 (Bid Form) or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00500 (Agreement), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Bid items 1 through 25 and made payable to the "City of Santa Clara".
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00500 (Agreement). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00500 (Agreement) shall be as set forth in Document 00500 (Agreement).
12. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

DOCUMENT 00400

BID FORM

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____

Expiration: _____

Where incorporated, if applicable

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Officers authorized to sign contracts:

Telephone Number(s):

Fax Number(s):

Date of Bid:

END OF DOCUMENT

DOCUMENT 00400

BID FORM

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DOCUMENT 00411
BOND ACCOMPANYING BID

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned as Principal and the undersigned as Surety are held and firmly bound unto the CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California("City"), as obligee, in the penal sum of FIFTY THOUSAND DOLLARS (\$50,000.00) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS. THE SAID PRINCIPAL IS SUBMITTING A BID FOR CITY PROJECT

ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE

MASTER CONSTRUCTION AGREEMENT.

CONTRACT 2006A

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00200 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this

_____ day of _____, 201_____.

CONTRACTOR AS PRINCIPAL:

Name: _____

Principal Place of Business:

Address: _____

City/State/Zip: _____

Signature: _____

Name: _____

Title: _____

SURETY:

Name: _____

Principal Place of Business:

Address: _____

City/State/Zip: _____

Signature: _____

Name: _____

Title: _____

(Please Note: Surety Signature must be notarized)

Please Apply Corporate Seal Here

Please Apply Corporate Seal Here)

Approved as to Form:

RICHARD E. NOSKY, JR.
City Attorney

Date: _____

END OF DOCUMENT

DOCUMENT 00420

BIDDER REGISTRATION FORM

IN ORDER TO REGISTER TO UNDERTAKE WORK FOR THE CITY OF SANTA CLARA, ACTING BY AND THROUGH ITS CITY COUNCIL, YOU MUST FILL OUT THIS FORM COMPLETELY, DO NOT LEAVE ANY BLANKS.

1. BIDDER'S CORPORATE NAME, ADDRESS, AND PHONE NUMBERS

Bidder's Company
Name:

State where
incorporated:

Contractor's License

License Number

License Date

Federal ID Number

Main Office Location:

City

State

Zip

Mailing Address:

City

State

Zip

Phone
No.

Fax
No.

Type Business

Sole Proprietor

Partnership

Non-Profit 501 C3

Corporation

Other (Please Explain)

DOCUMENT 00420

BIDDER REGISTRATION FORM

2. **BIDDER'S CONTACT INFORMATION:** The following contact information will be used for sending all notices after bid opening.

Contact
Name: _____
Title: _____
Address: _____

City State Zip
Phone Number Fax Number
e-mail address _____

3. **PRINCIPALS INTERESTED IN THIS BID:** The following sheet may be duplicated as necessary in order to list all principals interested in this bid.

Principal
Name: _____
Title: _____
Address: _____

City State Zip
Phone Number Fax Number

Bidder: _____
Company Name
By: _____

DOCUMENT 00420

BIDDER REGISTRATION FORM

Signature

Name:

Title:

Address:

City

State

Zip

Phone
Number

Fax
Number

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Bid on behalf of Bidder.

END OF DOCUMENT

DOCUMENT 00420
BIDDER REGISTRATION FORM

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DOCUMENT 00421

DECLARATION OF CONTRACTOR'S LICENSE STATUS

I, _____,
declare under penalty of perjury under the laws of the State of California that the following is true
and correct:

1. The State Contractor's license number for the signatory Contractor is:
_____.
2. The license expiration date is: _____.

Executed at on _____, 201__ at _____, California.

CONTRACTOR

[Contractor's Firm Name – Print or Type]

[Signatory's Name – Print or Type]

[Signature]

[Capacity/Title in Contracting Firm – Print or Type]

END OF DOCUMENT

DOCUMENT 00421

DECLARATION OF CONTRACTOR'S LICENSE STATUS

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DOCUMENT 00430

SUBCONTRACTORS LIST

Use this Document 00430 (Subcontractors and Sub-consultants List Form) for Subcontractors on Base Bid Work required to be listed by Law, and for all Design Sub-consultants.

Sub-consultant or Subcontractor

Address:

City

State

Zip

Phone Number

License Number

Type of Work

Value of Work as a percentage of the Bid Amount

DOCUMENT 00430
SUBCONTRACTORS LIST

Sub-
consultant or
Subcontractor

Address:

City

State

Zip

Phone
Number

License
Number

Type of Work

Value of Work as a percentage of the Bid Amount

DOCUMENT 00430
SUBCONTRACTORS LIST

Sub-consultant
or
Subcontractor

Address:

City

State

Zip

Phone
Number

License
Number

Type of Work

Value of Work as a percentage of the Bid Amount

This sheet may be duplicated and reused as many times as necessary to completely list all subcontractors and sub-consultants.

DOCUMENT 00430
SUBCONTRACTORS LIST

Bidder:

Company Name

By:

Signature

Name:

Title:

Address:

City

State

Zip

Phone
Numb
er

Fax
Numb
er

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Bid on behalf of Bidder.

END OF DOCUMENT

DOCUMENT 00440

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I, _____, being first duly sworn, depose and say to the City of Santa Clara ("City") that:

1. I am _____ *[insert title or capacity]* of _____ *[insert entity name]* ("Bidder").
2. I hereby state that I have read and understand the attached Document 00441 Ethical Standards for Contractors. I have examined appropriate business records, and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in Document 00441. I have authority to make these representations on my own behalf and on behalf of the legal entity herein identified.
3. Neither (a) Bidder nor (b) any individual(s) belonging to a category identified in footnote No. 1 of Document 00441 has been convicted of any one or more of the crimes identified in Document 00441 within the past five (5) years.
4. Notwithstanding award of any contract by City or performance thereunder, the City shall have all rights and remedies described in Document 00441.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Corporation, Partnership, etc.

Signature

Title

DOCUMENT 00440

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

Note: Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

STATE OF CALIFORNIA)

County of _____)

On _____, 201__, before me _____

_____ (here insert name and title of officer) a Notary Public in

and for the State of California, personally appeared _____,
personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

(Seal)

END OF DOCUMENT

DOCUMENT 00441

ETHICAL STANDARDS FOR CONTRACTORS

Termination of Contract for Certain Acts.

1. City may, at its sole discretion, terminate any contract with Contractor if any one or more of the following occurs:
 - A. If Contractor¹ does any of the following:
 1. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 2. Is convicted of a crime punishable as a felony involving dishonesty;³
 3. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;
 4. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; or
 5. Made (or makes) any false statement(s) or representation(s) with respect to the contract; or
 - B. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

¹ For purposes of this Document 00441, the term "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a person who owns more than ten percent (10%) of the outstanding stock of a corporation and who is active in the day to day operations of that corporation.

² For purposes of this Document 00441, the terms "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ For purposes of this Document 00441, the term "dishonesty" includes, without limitation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

DOCUMENT 00441

ETHICAL STANDARDS FOR CONTRACTORS

2. City may also terminate any contract with Contractor if any one or more of the following occurs:
 - A. If Contractor becomes "insolvent";⁴
 - B. If City determines that Contractor no longer has the financial capability or business experience (including without limitation loss of personnel deemed essential by City) to perform successfully the terms of, or operate under, any contract with City; or
 - C. If City determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required state issued license, failure to obtain a City business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under any contract with City.
3. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process, or a contract is terminated pursuant to these provisions, Contractor may appeal City's action to the City Council by filing a written request with the City Clerk to have the matter heard within ten (10) days of the notice given by City. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. Contractor shall have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

END OF DOCUMENT

⁴ For purposes of this Document 00441, Contractor is "insolvent" if it is unable to pay its debts as they become due, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of Contractor's assets.

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

1. GENERAL INFORMATION

In Document 00100 (Advertisement for Bids) the City of Santa Clara, a chartered municipal Corporation of the State of California ("City"), has indicated that it will receive sealed Bids for the Contract for the construction of ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE CONSTRUCTION AGREEMENT CONTRACT 2006A. The Contract will require Contractor to construct the Project, all in accordance with the scope of Work set forth in the Contract.

City will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code. Additionally, Bidder must meet the following requirements, at a minimum, in order to be considered by City to be qualified for award of the Contract:

Three (3) years experience as a continuously operating entity engaged in the performance of similar work.

Within the past five (5) years completed three (3) construction projects of a similar nature and complexity with a contract dollar amount of at least \$500,000 each.

Evidence of a valid California "A and C10" contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder or any designated Subcontractor(s).

Bidder's compliance with the minimum qualification requirements in paragraph I.A.1 of this Document 00450 will also be measured by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.

If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's supervisory personnel.

The qualifications of the Key Personnel are to be submitted with the SOQ, by providing the information described in paragraph G of this Document 00450.

2. REQUIRED CONTENTS OF SOQ SUBMISSION

- A. Transmittal Letter. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture), and all of the Subcontractors to be used on the Project, and the roles and responsibilities proposed for each firm. If a joint venture or partnership is proposed, Bidder shall identify each partner and/or member of the joint venture and their roles and responsibilities.

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

- B. **Financial Capacity.** Include audited or reviewed financial statements for the three (3) most recently completed fiscal years for Bidder and each member of any proposed consortium or joint venture. Also include audited or reviewed financial statements for the three (3) most recently completed fiscal years for any parent company(ies) of Bidder and each member of any proposed consortium or joint venture.
- C. **Capability to Provide Required Performance and Payment Bonds.** Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of **[A-7]** or better that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00610 (Construction Performance Bond) and 00620 (Construction Labor and Material Payment Bond). Such performance and payment bonds shall be in the minimum penal sums provided therein. Bidder shall include authorization that gives the City the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. **Capability to Provide the Required Insurance.** Bidder shall provide a letter from an insurance underwriter(s), having a financial rating from A. M. Best Company of **[A-7]** or better, confirming that the insurer will provide Bidder the required coverages and amounts specified in Document 00700 (General Conditions).
- E. **Human and Physical Resources.** Bidder shall identify, describe, and quantify for itself and separately for its "designated Subcontractor(s)" (as defined in Document 00200 Instructions to Bidders), the following technical resources for the construction work:
1. Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand;
 2. Description of field organization(s), naming skills and equipment;
 3. Description of safety program, quality control procedures, and safety experience; and
 4. Evidence of a valid California "A and C-10" contractor's license and required licenses of all licensees of persons who are Key Personnel of the Bidder or any designated Subcontractor(s).
- F. **Completed Questionnaire.** Bidder shall include a completed "Statement of Qualification Questionnaire" in the form attached to this Document 00450 as Attachment "A." Bidder shall make sure its answers to the Questionnaire describe for itself, its Key Personnel proposed, and it's designated

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

Subcontractor(s), their public works construction projects of a value of at least \$1 million each. Add supplementary information if necessary.

- G. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, and Bidder's (including but not limited to the superintendent) designated Subcontractor(s), to include the following:
1. Name and proposed assignment of Key Personnel; do not include home addresses or phone numbers
 2. Years of experience;
 3. Education - degrees, schools and years obtained;
 4. Professional registration(s);
 5. Fluency in English (Yes/No);
 6. Experience directly related to above proposed assignment;
 7. At least two (2) client references, including contact names, addresses and telephone numbers; and
 8. Description of projects of a similar nature worked on in the past five (5) years.
- H. Litigation History. Description of litigation history for the past three (3) years, including names of involved parties, nature of dispute, and disposition.

3. GENERAL CONDITIONS

- A. General Conditions for Content. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets City's requirements. To this end, the SOQ should be as specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Explanations to SOQ. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00450 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00450 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

- C. Definitions. Except as set forth herein, all abbreviations and definitions of terms used in this Document 00450 are as set forth in Document 00700 (General Conditions) or Section 01420 (References and Definitions).

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ATTACHMENT "A"

Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00200 (Instructions to Bidders) and Document 00450 Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be grounds for immediate disqualification.

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes _____ No _____
2. Does Bidder have a minimum of \$1,000,000 liability insurance coverage? Yes _____ No _____
3. Has Bidder's license been revoked at any time in the last five years? Yes _____ No _____
4. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes _____ No _____
5. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five years? Yes _____ No _____
6. Has Bidder attached copies of its reviewed or audited financial statements and accompanying notes for the latest three years? Yes _____ No _____

Bidder will be immediately disqualified if any answer to questions 1, 2 or 6 is No.

Bidder will be immediately disqualified if any answer to questions 3, 4 or 5 is Yes.

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

(SAFETY)

1. Has Cal/OSHA, Federal OSHA, the EPA or any Air Quality Management District cited Bidder in the past five years? Yes _____ No _____ If yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:
Field Supervisor Weekly ___ Bi-weekly ___ Monthly ___ Less than monthly ___
Employees Weekly ___ Bi-weekly ___ Monthly ___ Less than monthly ___
New Hires Weekly ___ Bi-weekly ___ Monthly ___ Less than monthly ___
Subcontractors Weekly ___ Bi-weekly ___ Monthly ___ Less than monthly ___

3. How often does Bidder conduct documented safety inspections?
Quarterly _____ Semi-annually _____ Annually _____ Other _____

4. Does Bidder have home office safety representatives who visit/audit the job site?
Quarterly _____ Semi-annually _____ Annually _____ Other _____

5. What is Bidder's Interstate Experience Modification Rate? _____. (A rating in excess of 1 will constitute grounds for disqualification as non-responsible.)

(PREVAILING WAGE PROVISIONS)

6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.
Yes _____ No _____

(LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 10 years? If so, please state reason for change.

Yes _____ No _____

Reason:

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

(DISPUTES)

8. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 10 years? If yes, attach description of each such instance including details of total claim amount, settlement amount, and owner's name and phone number. Yes _____ No _____

(BONDING)

9. **Bonding Capacity** - Provide documentation from Bidder's surety identifying the following:

Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

Is surety a California-admitted surety? Yes _____ No _____

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____ No _____

List surety's A.M. Best Rating: _____

What is Bidder's total bonding capacity? _____

What percentage rate does Bidder pay for bonds? _____

PART C: EXPERIENCE OF PRIME CONTRACTOR

The unique nature of this Project requires prior similar experience of the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

Prime Contractor. List three projects with a construction cost of at least \$2,500,000 each completed in the past five years and indicate who were the superintendent and scheduler.

Project Name	Construction Cost (\$)	Year complete	Name of Project Superintendent	Name of Project Scheduler

List Key Personnel that will be assigned to the Work:

Project Manager: _____

Project Superintendent: _____

Recent Projects.

Bidder shall provide information about three (3) of its most recently completed projects. Names and references must be current and verifiable. If a separate sheet is used, it must contain all of the following information:

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

1. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

2. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

PART D: EXPERIENCE OF DESIGNATED SUBCONTRACTOR(S)

The unique nature of this Project requires prior similar project experience of the designated Subcontractor(s) and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested for each of the designated Subcontractor(s). Also expressly indicate which, if any, of the designated Subcontractor(s)' functions Bidder will perform itself:

Electrical Subcontractor: List three (3) similar type projects completed in the past five (5) years and indicate who were the superintendent and scheduler.

Project name	Construction Cost (\$)	Year completed	Name of Project Superintendent	Name of Project Scheduler

List Key Personnel that will be assigned to the Work:

Project Manager: _____

Project Superintendent: _____

Earthwork Subcontractor: List three (3) similar typed projects completed in the past five (5) years and indicate who were the superintendent and scheduler.

Project name	Construction Cost (\$)	Year completed	Name of Project Superintendent	Name of Project Scheduler

Project Manager: _____

Project Superintendent: _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

Structural/Concrete Subcontractor: List three (3) similar type projects completed in the past five (5) years and indicate who were the superintendent and scheduler.

Project name	Construction Cost (\$)	Year completed	Name of Project Superintendent	Name of Project Scheduler

List Key Personnel that will be assigned to the Work:

Project Manager: _____

Project Superintendent: _____

Recent Projects.

Provide information about three most recently completed projects for each of the designated Subcontractor(s). Names and references must be current and verifiable. Use additional sheets if necessary. If separate sheets are used, they must contain all of the following information for each of the designated Subcontractor(s):

1. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Prime Contractor: _____

Prime Contractor Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

Description of Project, Scope of Work Performed: _____

Value of Construction Contract: _____

Value of Change Orders: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

2. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Prime Contractor: _____

Prime Contractor Contact (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Value of Construction Contract: _____

Value of Change Orders: _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Prime Contractor: _____

Prime Contractor Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Value of Construction Contract: _____

Value of Change Orders: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

PART E: FINANCIAL INFORMATION

1. Has Bidder ever reorganized under the protection of the bankruptcy laws?

Yes ___ No ___ If yes, please state when _____

2. If Bidder has had the general liability carrier identified in Document 00420 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the past 5 years

Agency Name: _____

Contact Name: _____

Phone Number: _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

3. Has Bidder ever had insurance terminated by a carrier? Yes ___ No ___

If yes, explain on separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

TITLE

END OF DOCUMENT

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

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DOCUMENT 00460

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

The undersigned Bidder represents that, if awarded the Contract, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, bidder warrants that the equipment and materials manufacturer and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment or material does not meet Contract requirements. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid non-responsive and may be the basis for rejection of the Bid.

<u>Item</u>	<u>Manufacturer or Supplier</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

DOCUMENT 00460

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

Bidder: _____

SIGNATURE

DATE

END OF DOCUMENT

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

) ss.

COUNTY OF SANTA CLARA)

_____, being first duly sworn, deposes and says that he or she is _____ [Office of Affiant] of _____ [Name of Bidder], the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the City of Santa Clara, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT

Executed under penalty of perjury under the laws of the State of California:

Bidder:

Company Name

By:

Signature

Name:

Title:

Subscribed and sworn before me _____

This _____ day of _____, 20__

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

DOCUMENT 00500

AGREEMENT

This agreement ("Agreement") is made and entered into on this ____ day of _____ ("Effective Date") by and between _____ ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation (herein "City"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

Agreement Provisions

In consideration of the mutual covenants and conditions included in this Agreement, City and Contractor agree as follows:

Article 1. WORK.

Contractor shall complete Call Orders at the request of City as may be assigned to the Contractor through the issuance of "Call Orders." Each Call Order shall be signed by an authorized agent of CITY and shall set forth

- (a) City's supervising agent for that particular Call Order,
- (b) the Scope of the Work which describes the Call Order to be performed,
- (c) the period of performance,
- (d) the maximum price which is not to be exceeded, and
- (e) other data as necessary, which may include requirements for payment and performance bonds, a provision for liquidated damages and provisions for retainage.

No work shall proceed without a signed Call Order from the City. No change by the Contractor will be recognized without written approval from City. Any claim by the Contractor for adjustments in compensation due to changes in the Contractor Call Order must be reflected in a written change to the Call Order and such changes must be approved in writing by the CITY.

Article 2. CONTRACT PRICE.

City shall pay Contractor for the completion of the Work performed under each Call Order subsequently executed by the Parties for work to be performed, plus any change orders, less any delay fees, for each Call Order. The estimated value of this Agreement is anticipated to average of \$500,000.00 to \$2,000,000.00 per year.

DOCUMENT 00500

AGREEMENT

The number of Call Order issued will be dependent on the amount of Work the City determines needs to be performed. The City is not obligated to issue any Call Order under this Agreement.

Article 3. ENGINEER.

City has designated the Director of the Electric Utility to act as City's Representative, who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City's Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.

Article 4. TERM OF AGREEMENT

The term of this Agreement shall be three (3) calendar years from the Effective Date. If upon the termination date, the Work to be performed under any Call Order is incomplete, Contractor shall complete such Work as required in the Call Order unless otherwise directed by the City in writing.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by City as provided in the General Conditions. Unless otherwise specified, payment on undisputed portions of invoices shall be made within forty-five (45) days of receipt of invoice.

Article 6 CALL ORDER

6.1 A Call Order will be issued to the Contractor to document the details of each Call Order request. Each Call Order shall contain all necessary information about the variable terms of the Call. The City may request information from the Contractor for the purpose of preparing the Call Order. The Contractor shall have two (2) business days to respond to the Call Order, and up to three (3) days to mobilize after final City approval, unless noted on the Call Order.

6.2 The Call Order shall contain the following:

- 6.2.1 Scope of Call Order
- 6.2.2 Plans and Drawings
- 6.2.3 Call Order amount including Unit and Price extensions

DOCUMENT 00500

AGREEMENT

- 6.3** The Call Order may contain the following:
- 6.3.1 Payment Modifications/Retainage and/or Progress Payments
 - 6.3.2 Other additional requirements
- 6.4** Call Order (s) will be issued by City in the following manner:
- 6.4.1 City submits Call Order, which includes design(s) to Contractor ready for acceptance and response.
 - 6.4.2 Contractor shall either:
 - 6.4.2.1 Respond to Call Order within two (2) business days by signing and accepting the Work Order Form; or,
 - 6.4.2.2 Counter with specific terms of Call Order as to quantitative items.
 - 6.4.3 Upon receipt of counter to Call Order by Contractor, City and Contractor will meet within two (2) business days to resolve specific terms.
 - 6.4.4 Upon receipt of a signed Call Order from Contractor, City will execute the Work Order Form.
 - 6.4.5 Upon receipt of City's approval of the Call Order, Contractor will mobilize within three (3) calendar days to fulfill Work Order Form.
- 6.5** Payment Provisions may be modified on certain Call Order according to Article 6.0.

Article 7. CONTRACTOR'S REPRESENTATIONS.

Contractor makes the following representations:

- 7.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of

DOCUMENT 00500

AGREEMENT

construction to be employed by Contractor and safety precautions and programs incident thereto.

- 7.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 7.3.1 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00500) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
- 7.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 7.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Article 8. CONTRACT DOCUMENTS

The Contract Documents, attached hereto (except as expressly noted otherwise) and incorporated herein by reference, consist of the following:

8.1 Bidding Requirements.

- 00100 – Advertisement for Bids
- 00200 – Instruction to Bidders
- 00210 – Indemnity and Release Agreement

DOCUMENT 00500

AGREEMENT

- 00250 – Bid Contents, Evaluation, Selection and Award
- 00301 – Unit Price Instructions
- 00311 – Unit Price Bid Spreadsheet
- 00312 – Unit Daily-Hourly Rates
- 00400 – Bid Form
- 00411 – Bond Accompanying Bid
- 00420 - Bidder Registration Form
- 00421 - Declaration of Contractor's License Status
- 00430 - Subcontractors and Subconsultants List Form
- 00440 - Affidavit of Compliance with Ethical Standards
- 00441 - Ethical Standards for Contractors
- 00450 – Statement of Qualifications for Construction Work
- 00460 - Schedule of Major Equipment and Material Suppliers
- 00481 - Non-Collusion Affidavit

8.2 Contracting Documents.

- 00510 – Notice of Award
- 00520 - Agreement
- 00521 – Call Order
- 00520a –
- 00520b –
- 00522 – Call Order Deliverables
- 00550 - Notice to Proceed
- 00610 – Construction Performance Bond
- 00620 – Construction Labor and Material Bond
- 00630 – Guaranty
- 00650 – Agreement and Release of any and all Claims
- 00654 - Worker's Compensation Statement
- 00660 – Substitution Request Form
- 00670 – Escrow Bid Documents
- 00680 – Escrow Agreement for Security Deposits in Lieu of Retention

8.3 Conditions of the Contract.

- 00700 - General Conditions
- 00800 – Supplementary Conditions
- 00805 – Supplementary Conditions – Hazardous Materials
- 00821 – Insurance
- 00822 – Apprenticeship Program
- 00900 – Addenda

DOCUMENT 00500

AGREEMENT

8.4 Division 1 – General Requirements

- 01100 – Summary of Work
- 01200 – Measurement and Payment
- 01250 – Modification Procedures
- 01315 – Project Meetings
- 01320 – Progress Schedules and Reports
- 01330 – Submittals
- 01350 – Special Procedures
- 01410 – Regulatory Requirements
- 01411 – Regulatory Requirements – Hazardous Materials
- 01420 – References and Definitions
- 01450 – Testing and Inspection
- 01500 – Temporary Construction
- 01540 – Site Security and Safety
- 01590 – City Mitigation Measures
- 01600 – Product Requirements
- 01620 – Product Options
- 01715 – Existing Underground Facilities
- 01731 – Cutting and Patching
- 01740 – Cleaning
- 01770 – Control Closeout
- 01780 – Project Record Documents

8.5 Division 2 – Site Construction

- 02000 – Supplemental General Requirements for Civic Improvements
- 02070 – Site Demolition
- 02200 – Earthwork
- 02227 – Directional Boring
- 02228 – Buried Conduit
- 02230 – Aggregate Base
- 02476 – Traffic Regulation
- 02500 - Paving and Surfacing
- 02510 – Concrete Paving
- 02529 – Concrete Curb, Gutter, and Sidewalk and Driveway
- 02600 – Miscellaneous Metal Work
- 02900 – Substructures
- 02945 – Sodding

8.6 Division 3 – Concrete

- 03100 – Cast in Place Concrete Formwork

- 03200 – Concrete Reinforcement
- 03251 – Joints in Concrete Paving
- 03300 – Cast in Place Concrete

DOCUMENT 00500

AGREEMENT

8.7 Division 17

17100 – Unit Pricing List Definition

8.8 Division 18

18000 – Telecommunications General Requirements
18045 – Underground Fiber Optic Cable Installation
18046 – Aerial Fiber Optic Cable Installation
18048 – Labeling of Fiber Optic Cable and Pullboxes
18049 – Testing and Acceptance
18050 – Inside Plant Fiber Optic Cabling
18075 – Basic Power and Communications Conduits and Methods
18108 – Anchoring and Guying

Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.
- 9.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 9.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 9.4 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.
- 9.5 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at City's office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is 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 Contractor shall comply

DOCUMENT 00500

AGREEMENT

with such provisions before commencing the performance of the Work of the Contract Documents.

- 9.6 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 9.7 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 9.8 City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other Party, its partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.9 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor. The Parties agree to reform or replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which reflect the intention of the stricken provision.

Article 10. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor releases and agrees to indemnify, protect, defend, and hold harmless City, its City Council, officers, employees, volunteers, and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, however caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the Work by Contractor, its agents, subcontractors and/or assigns under to this Agreement, to the extent that such indemnification is not in conflict with California Civil Code Section 3782.

DOCUMENT 00500

AGREEMENT

Article 11. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

The Director of Electric Utility/Silicon Valley Power
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

And to Contractor addressed as follows:

Contractor's notice address:

Name: _____
Address: _____

Article 12. CAPTIONS

The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

Article 13. STATUTES AND LAW GOVERNING CONTRACT

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

Article 14. OTHER AGREEMENTS

This Agreement shall not prevent either Party from entering into similar agreements with others.

DOCUMENT 00500

AGREEMENT

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Parties have signed this Agreement in triplicate; one counterpart each has been delivered to each of the Parties. All portions of the Contract Documents have been signed, initialed or identified by City and Contractor. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,
A chartered California municipal corporation**

APPROVED AS TO FORM

RICHARD E. NOSKY, JR.
City Attorney

JULIO J. FUENTES
City Manager

ATTEST:

Address:
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 261-5292
Fax: (408) 249-0217

ROD DIRIDON, JR.
City Clerk

Company Name

By: _____

Title:
Address:

Telephone:
Fax:

"CONTRACTOR"

END OF DOCUMENT

**DOCUMENT 00510
NOTICE OF AWARD**

_____, 2014

DELIVERY VIA: Certified Mail

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

ATTENTION: _____

CONTRACT REFERENCE: City of Santa Clara Contract 2006A

PROJECT REFERENCE: ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER
OPTIC CABLE MASTER CONSTRUCTION AGREEMENT

Congratulations, the intent of this letter is to inform you that the bid you submitted to the City of Santa Clara on _____ 2014 for the above referenced public works contract ("Contract"), has been received and reviewed by City staff. Your firm has been determined to be the lowest responsible and responsive bidder. Based on your bid and City staff recommendation, the Santa Clara City Council has awarded the Contract to your firm for the construction of the ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT project (the "Project"). The Contract Price for this Contract is _____ thousand, _____ hundred and _____ hundred dollars and _____ cents (\$_____).

DOCUMENT 00510
NOTICE OF AWARD

1. However, before the City can execute this Contract and issue a Notice to Proceed to you to begin work on the Project, you must deliver the following documents to the Office of the City Clerk at 1500 Warburton Avenue, Santa Clara, CA 95050, within the next fifteen (15) days (on or before 5:00 p.m. on _____, 201__):
2. Two (2) complete originals of Contract **Document 00500 – Agreement**. Each copy must have original signature(s) of authorized representatives of your firm on the signature page.
3. One (1) complete original of Contract **Document 00610 - Construction Performance Bond**, which confirms that the required bond has been purchased in an amount equal to the Contract price. The bond must be fully executed by authorized representatives of your firm and your surety. The signature of the surety must be notarized and the notary form must be attached to Document 00610.
4. One (1) completed original of Contract **Document 00630 - Guaranty**, with original signature(s) of authorized representatives of your firm on the signature page.
5. Deliver to the City the documentary evidence received or generated by you in preparation of the bid prices for this Contract for purposes of escrowing such documents as set forth in **Document 00670 – Escrow Bid Documents**.
6. In addition to delivering the above referenced documents directly to the City Clerk, you must also deliver the following documents, as set forth in Contract **Document 00821 - Insurance Requirements**, directly to the City's insurance compliance contractor, **EBIX**:
 - a. All of the Certificate(s) of Insurance showing proof that all of the required insurance policies have been purchased and are currently in effect;
 - b. All of the required insurance policy endorsements; and
 - c. Written confirmation that the insurance companies which have issued your insurance policies meet or exceed the required AM Best rating of "A-VI".

Please forward all insurance compliance information to:

EBIX Inc.
City of Santa Clara, Electric Department
P.O. 12010-S2
Hemet, CA 92546-8010
Telephone: (951)766-2280; or
Fax: (770) 325-0409
Email address: ctsantaclara@ebix.com

or 151 North Lyon Avenue
Hemet, CA 92543

DOCUMENT 00510
NOTICE OF AWARD

IMPORTANT NOTE REGARDING YOUR INSURANCE COMPLIANCE DOCUMENTS:

Please do not send the required insurance compliance documents directly to the City offices. Doing so will only delay the necessary review and the issuance of the Notice to Proceed.

IMPORTANT: Please note that failure to comply with any of the above referenced conditions within the time period specified above will entitle City, at its sole discretion, to: 1) consider your Bid abandoned; 2) annul this Notice of Award; and/or 3) declare your Bid security forfeited. Even if the City does not choose to exercise any of these options, any delay in providing said documentation beyond the deadline indicated above will not extend the Contract Time allowed for performing the Work as set forth in the Contract Documents. Any time delay caused by failure to comply with the required documentation set forth in this Notice of Award will be subtracted from the time allowed to perform the Work as specified in Document 00520, of the Contract Documents.

After a Notice to Proceed has been issued and upon commencement of the Work under this Contract, your firm, and each of your subcontractors, must certify and make available for inspection, payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

After you have complied with the conditions of this **Document 00510 – Notice of Award**, the City will execute the agreement return one fully signed copy of **Contract Document 00520 - Agreement** to you for your records.

Once again, congratulations on being awarded this Contract. We look forward to working with your firm on this Project. If you have any questions regarding this Notice of Award, please contact Dave Padilla at (408) 615-5630.

Sincerely,

ROD DIRIDON, JR.,

City Clerk
City of Santa Clara, California,
a chartered California municipal corporation

END OF DOCUMENT

**DOCUMENT 00510
NOTICE OF AWARD**

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DOCUMENT 00521

CALL ORDER NO. _____
FOR ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA BY _____

The Parties to this Call Order No. *ENTER NUMBER ("Contractor Call Order") agree that on this _____ day of _____ 201__, this Call Order is made pursuant to the terms of the Agreement between the Parties entitled, "Document 00500 Agreement for Electric Utility Substructures and Aerial Fiber Optic Cable Project 2006A." (Agreement) the terms of which are incorporated by this reference. This Call Order describes the Services to be provided to the City of Santa Clara, California ("City") by _____ ("Contractor"). The attached Engineer's Plans and Drawings and accompanying Call Order Unit Price Spreadsheet(s) contain a complete description and cost basis of the Services to be performed under this Call Order and shall proceed starting _____.. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call Order, including all fees or pre-approved costs and/or expenses, exceed *SPELL OUT DOLLAR AMOUNT dollars (\$*INSERT NUMERICAL DOLLAR AMOUNT), subject to budgetary appropriations and the terms of the AGREEMENT.

The Parties acknowledge and accept the terms and conditions of this Call Order as evidenced by the following signatures of their duly authorized representatives.

XYZ COMPANY
a _____ Inc.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

By:
Title:

By: JOHN ROUKEMA
Director, Electric Utility

Address:

1500 Warburton Avenue
Santa Clara, California 95050

Telephone: (____)____-____

Telephone: (408) 261-5292

Fax: (____)____-____

Fax: (408) 249-0217

Dated: _____

Dated: _____

"Contractor"

"City"

DOCUMENT 00521

CALL ORDER NO. _____
FOR ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA BY _____

IF COUNCIL APPROVAL IS NECESSARY, THE FOLLOWING SIGNATURES MUST BE OBTAINED IN ORDER FOR THIS TO BE A VALID CONTRACTOR WORK ORDER.

Approved as to form:

RICHARD E. NOSKY, JR
City Attorney

Attest: Santa Clara, CA 95050

ROD DIRIDON, JR.
City Clerk

By: _____
JULIO J. FUENTES
City Manager

1500 Warburton Avenue

Telephone: (408) 615-2210

Fax: (408) 241-6771

END OF DOCUMENT

DOCUMENT 00550
NOTICE TO PROCEED

The Notice of Proceed for this contract will be correspondence from the City of Santa Clara to the Contractor and will be in a form substantially similar to that shown below.

Date: _____

Contact
Name: _____
Contact
Title: _____
Company
Name: _____
Mailing
Address: _____

City State Zip

Contract ***Public Works Contract 2006A***
Ref. _____
Project ***ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE***
Ref. ***MASTER CONSTRUCTION AGREEMENT***

You are notified that the Contract Time under the above Contract will commence to run on _____ 201____. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of Document 00520 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____ and _____, respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information.
2. Submit copies of applicable permits
3. Submit approved fire protection plan, if applicable

DOCUMENT 00550
NOTICE TO PROCEED

4. Attend preconstruction conference.
5. [Additional Conditions as Necessary]

Silicon Valley Power

By:

Its:

END OF DOCUMENT

DOCUMENT 00522

CALL ORDER DELIVERABLES

CALL ORDER DELIVERABLES AND CONDITIONS FOR CONSTRUCTION SERVICES TO BE PROVIDED TO THE CITY OF SANTA CLARA, CALIFORNIA BY

Reference CALL ORDER NO.

Dated:

The following shall be delivered to the City of Santa Clara in the manner stated:

Scope of the Call (Description of Work):

(If requested by the City, Contractor shall provide a detailed outline of tasks with unit prices computed for each task)

Schedule for Completion of Call:

Call Amount:

Optional Items:

Liquidated Damages Provisions:

Performance and Payment Bond Requirements:

Payment Modifications/Retainage and/or Progress Payments:

Other Additional Requirements:

END OF DOCUMENT

DOCUMENT 00522
CALL ORDER DELIVERABLES

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DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond"), dated _____, 201_, is issued in the amount of _____ Dollars, (\$_____), (the "Penal Sum ") which is equal to one hundred percent of the Contract Price, and is entered into by and between the Contractor and the Surety to ensure the faithful performance of the Construction Contract defined below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached and incorporated by this reference. The Contractor and Surety are the parties to this Bond, which has been issued for the benefit of the City of Santa Clara, California, a chartered California municipal corporation ("City") and in compliance with the terms of the Construction Contract. Any singular reference to the Contractor, Surety, City or other party shall be considered plural where applicable.

The City of Santa Clara Construction Contract to which this Bond applies is:

CONTRACT 206A- ELECTRIC UTILITY SUBSTRUCTURE AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT

The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

CONTRACTOR AS PRINCIPAL:

SURETY:

Name: _____

Name: _____

Principal Place of Business: _____

Principal Place of Business: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Please Note: Surety Signature must be notarized)

Please Apply Corporate Seal Here

Please Apply Corporate Seal Here)

Approved as to Form:

City Attorney

Date: _____

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1. City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2. City has agreed to pay the Balance of the Contract Price:
 - a. To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - b. To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
 - 1.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 1.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City's consent; or
 - 1.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Price, then Surety shall pay to City the amount of such excess; or

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

- 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.
5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Price. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 1.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 1.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 1.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
2. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
3. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

4. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.
5. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
6. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
7. Definitions.
 - 7.1 Balance of the Contract Price: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
 - 7.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 7.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).
 - 7.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

8. Surety shall submit following documents along with this Construction Performance Bond:
 - 8.1 Verification that Surety is admitted to transact surety business the State of California; and
 - 8.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

END OF DOCUMENT

DOCUMENT 00610
CONSTRUCTION PERFORMANCE BOND

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DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Material Payment Bond ("Bond"), dated _____, 201__, is issued in the amount of _____ Dollars, (\$ _____), (the "Penal Sum ") which is equal to one hundred percent of the Contract Price, and is entered into by and between the Contractor and the Surety to ensure the payment of claimants under the Construction Contract defined below. This Bond consists of this page and Bond Terms and Conditions, Paragraphs 1 through 14, attached and incorporated by this reference. The Contractor and Surety are the parties to this Bond, which has been issued for the benefit of the City of Santa Clara, California, a chartered California municipal corporation ("City") in compliance with the terms of the Construction Contract. Any singular reference to the Contractor, Surety, City or other party shall be considered plural where applicable.

The City of Santa Clara Construction Contract to which this Bond applies is:

CONTRACT 2006A THE ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT

Awarded _____, 201__ in the amount of \$ _____ ("Contract Price")

The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

CONTRACTOR AS PRINCIPAL:

SURETY:

Name: _____

Name: _____

Principal Place of Business:

Principal Place of Business:

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Please Note: Surety Signature must be notarized)

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

Please Apply Corporate Seal Here

Please Apply Corporate Seal Here)

Approved as to Form:

Date: _____

Richard E. Nosky, Jr.
City Attorney

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to City, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, 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 Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

13. Definitions.

13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).

13.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

13.3 City Default: Material failure of City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

14 Surety shall submit following documents along with this Construction Labor and Material Payment Bond:

14.1 Verification that Surety is admitted to transact surety business in the State of California; and

14.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

END OF DOCUMENT

DOCUMENT 00630

GUARANTY

TO THE CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California ("City"), for construction of

ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT SANTA CLARA, CALIFORNIA

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City for a period of one (1) year following the date of Final Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Completion.

If within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be

DOCUMENT 00630

GUARANTY

defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 01420 (References and Definitions).

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Contractor's Name

Address

City/State/Zip

Date

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [] day of [], 201_, by and between the _____ ("City"), and _____ ("Contractor"), whose place of business is at _____.

RECITALS

- A. City and Contractor entered into Contract Number 2006A (the "Contract").
- B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between City and Contractor as follows:

AGREEMENT

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

- 2. Subject to the provisions of this Agreement and Release, City will forthwith pay to Contractor the sum of \$ _____ Dollars and _____ Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.

- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the Contract, except for the claims described in paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, and all if its agents, employees, consultants (including without limitation Consulting Engineer), inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in paragraph 6 of this Document 00650.

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges City, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless the City of Santa Clara, Santa Clara County, any of their Representatives, Engineers, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00650.
8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:
- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

- 10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
- 11. All rights of City shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

THE CITY OF SANTA CLARA,
a chartered Municipal Corporation of the State of California

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

[CONTRACTOR]

By: _____

Name: _____

Its: _____

END OF DOCUMENT

DOCUMENT 00650
AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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DOCUMENT 00654

WORKERS' COMPENSATION INSURANCE STATEMENT

Contractor hereby states the following:

1. California Labor Code Section 1861 - Certification by Contractor regarding Workers' Compensation Insurance Requirements
 - a. I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work under this Contract.
2. California Labor Code Section 3800 - Declaration verifying Workers' Compensation Insurance Coverage
 - a. In the event the Contractor is determined to be the lowest responsible and responsive bidder and is awarded this Contract by the City, Contractor shall verify under penalty of perjury, and provide evidence or confirmation of the existence and status of its Workers' Compensation Insurance Policy. Such information shall be provided by the Contractor in a form acceptable to the City Attorney or the City's insurance compliance representatives within the time period specified in Document 00510, Notice of Award, and shall include, but not be limited to, evidence or confirmation of the following:
 - b. The Contractor has purchased and is maintaining a valid Workers' Compensation Insurance Policy in a form approved by the California Insurance Commissioner, and that said Workers' Compensation Insurance Policy is in full force and effect on behalf of the Contractor;
 - c. The full deposit premium on the policy has been paid;
 - d. The coverage afforded to the Contractor under its Workers' Compensation Insurance Policy is in accordance with the Workers' Compensation Law of California and complies with California statutory limits;
 - e. Verification of the expiration date of the Contractor's Workers' Compensation Insurance Policy;
 - f. Advance written notice shall be given to the City in the event of cancellation of the policy. The undersigned shall provide such notice to the City of Santa Clara, Office of the City Clerk at 1500 Warburton Avenue, Santa Clara, CA 95050 within the time period specified in Document 00821, Insurance; and

DOCUMENT 00654

WORKERS' COMPENSATION INSURANCE STATEMENT

- g. The policy includes a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

Contractor: _____
Contractor's Signature

Note: Signature of the Contractor must be notarized

By: _____
Print/Type Name of Signatory

Its: _____
Title of Signatory

Signed this _____ day of _____, 200__.

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

To: The City of Santa Clara, a chartered Municipal Corporation of the State of California
("City")

PROJECT: ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL CABLE MASTER
CONSTRUCTION AGREEMENT

Contractor: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above project:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Proposed Substitution: _____

The undersigned encloses the information required herein. If this Document 00660 is being submitted by a Bidder wishing to use "or equal" item(s) as provided in Document 00200 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 01600 (Product Requirements). However, If this Document 00660 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 1600 (Product Requirements).

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Drawings and Specifications that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

A. Does the substitution affect dimensions shown on Drawings?

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

C. What effect does the substitution have on other contractors, trades, or suppliers?

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

DOCUMENT 00660
SUBSTITUTION REQUEST FORM

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

Bidder/Contractor

[note applicable]

For Use by City:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____ Received Too Late

Signature

Name

By: _____

City's Representative

Address

Date: _____

Remarks: _____

City/State/Zip

Telephone: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00660
SUBSTITUTION REQUEST FORM

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DOCUMENT 00670

ESCROW BID DOCUMENTS

1. Requirements for Escrow Bid Documents.
 - a. Within the time period established in Document 00200 -Instructions to Bidders and Document 00510 – Notice of Award, Contractor shall submit to City a set of Escrow Bid Documents as defined in paragraph 2 below. Escrow Bid Documents will be used only in the manner and for the purposes described in this Document 00670.
 - b. The submission of the Escrow Bid Documents, as with the bonds and insurance documents required under Document 00200 (Instructions to Bidders), is considered an essential part of the Contract award. Should Contractor fail to make the submission within the allowed time specified, Contractor may be deemed to have failed to enter into the Contract, Contractor shall forfeit the amount of its Bid security accompanying Contractor's Bid, and City may award the Contract to the next lowest responsive responsible Bidder.
 - c. NO PAYMENTS WILL BE MADE, NOR WILL CITY ACCEPT CHANGE ORDER REQUESTS UNTIL THE ABOVE-REQUIRED INFORMATION IS SUBMITTED AND APPROVED. ALTERNATIVELY, CITY MAY DECLARE THE BID NON-RESPONSIVE.
 - d. Contractor shall submit the Escrow Bid Documents, in person by an authorized representative of the Contractor, to:

Dave Padilla, Project Manager
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, California 95050

2. Scope of Escrow Bid Documents.
 - a. Within the time period specified in Document 00200 - Instructions to Bidders and Document 00510 – Notice of Award, Contractor shall submit one copy of all documentary information received or generated by Contractor in preparation of Bid prices for the Contract Documents, as specified in paragraphs 5 and 6 of this Document 00670. This material is referred to in this Document 00670 as the "Escrow Bid Documents." Contractor's Escrow Bid Documents will be held in escrow as provided in this Document 00670.
 - b. Contractor represents and agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all written information used in the preparation of its Bid, and that no other written Bid preparation information shall be considered in resolving disputes or claims or may be considered in legal proceedings. Contractor also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents. Contractor is advised that the

DOCUMENT 00670

ESCROW BID DOCUMENTS

Escrow Bid Documents will only be used as a guide in the resolution of disputes and claims.

3. Ownership of Escrow Bid Documents.
 - a. The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to joint review by City and Contractor, as provided in this Document 00670.
 - b. City stipulates and expressly acknowledges that the Escrow Bid Documents constitute trade secrets. This acknowledgement is based on City's express understanding that the information contained in the Escrow Bid Documents is not known outside Contractor's business, is known only to a limited extent and only by a limited number of Contractor's employees, is safeguarded while in Contractor's possession, is extremely valuable to Contractor and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated construction techniques. City further acknowledges that the Escrow Bid Documents and the information contained in them are made available to City only because such action is an express pre-requisite to award of the Contract. City agrees to safeguard the Escrow Bid Documents, and all information contained in them, against disclosure to the fullest extent permitted by law, consistent with paragraph 4 of this Document 00670.
4. Escrow Bid Documents may be used in the determination of price adjustments and change orders and in the settlement of disputes and claims. If used in legal proceedings, Escrow Bid Documents shall be subject to an appropriate protective order limiting their disclosure.
5. Format and Contents of Escrow Bid Documents.
 - a. Contractor may submit Escrow Bid Documents in their usual cost-estimating format; a standard format is not required. Contractor shall prepare and submit the Escrow Bid Documents in English.
 - b. City requires Contractor to itemize clearly in the Escrow Bid Documents the estimated costs of performing the work of each Bid item contained in Contractor's Bid. Contractor shall separate Bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all Subcontractor bids or quotes, supplier bids or quotes, quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotes from Subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by Contractor to arrive at the prices contained in the Bid. Escrow Bid Documents shall include costs of scheduled maintenance, depreciation, fleet rental expense discounts and incentives, and similar cost adjustments if used by Contractor to calculate its Bid prices. Estimated costs shall be broken down into Contractor's usual estimate categories such as direct labor,

DOCUMENT 00670

ESCROW BID DOCUMENTS

repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in Contractor's usual format. Contractor shall identify its allocation of indirect costs, contingencies, markup and other items to each Bid item.

- c. Contractor shall identify all costs. For Bid items amounting to less than \$10,000, Contractor may estimate costs without a detailed cost estimate, provided that Contractor includes applicable labor, equipment, materials and subcontracts, and allocates applicable indirect costs, contingencies and markup.
 - d. Bid documents provided by City should not be included in the Escrow Bid Documents unless needed to comply with these requirements.
6. Submittal of Escrow Bid Documents.
- a. Contractor shall submit the Escrow Bid Documents within the time period set forth in and Document 00510 – Notice of Award. The container shall be clearly marked on the outside with Contractor's name, date of submittal, project name and the words "Escrow Bid Documents - Open only in the presence of Authorized Representatives of both City and Contractor." City will review the Escrow Bid Documents for initial compliance. City has three Days after receipt of Bidder's Escrow Bid Documents to demand additional information.
 - b. By submitting Escrow Bid Documents, Contractor represents that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that Contractor has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete. Contractor agrees that it will not introduce or rely on any other documents to prove how it prepared its Bid.
 - c. If Contractor's proposal is based upon subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent of the total Contract Sum proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
 - d. If Contractor wishes to subcontract any portion of the Work after award, City retains the right to require Contractor to submit Escrow Documents for the Subcontractor before approval of the subcontract.

DOCUMENT 00670

ESCROW BID DOCUMENTS

7. Storage, Examination, and Final Disposition of Escrow Bid Documents.
 - a. The Escrow Bid Documents will be placed in escrow until Final Completion of Work on the Project, in a mutually agreeable institution. Contractor shall pay the cost of storage for the Escrow Bid Documents until that time. The storage facilities shall be the appropriate size for all the Escrow Bid Documents and located conveniently to both City's and, to the extent reasonably possible, Contractor's offices, but in no event outside the County of Santa Clara.
 - b. Both City and Contractor shall examine the Escrow Bid Documents, at any time deemed necessary by either City or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. Examination of the Escrow Bid Documents is subject to the following conditions:
 - i. As trade secrets, the Escrow Bid Documents are proprietary and confidential under paragraph 3.b. of this Document 00670.
 - ii. City and Contractor (and any Subcontractor, to the extent Escrow Bid Documents are required by a Subcontractor) shall each designate in writing to the other party(s) at least seven Days prior to any examination, representatives who are authorized to examine the Escrow Bid Documents. Except as otherwise provided in a court order, no other persons shall have access to the Escrow Documents.
 - iii. Except as otherwise provided in a court order, access to the documents may take place only in the presence of duly designated representatives of both City and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven Days' notice, then City's representative may examine the Escrow Bid Documents upon an additional three (3) days' notice.
 - c. Following Final Completion of Work on the Project and achievement of final settlement, City shall direct the escrow agent holding the Escrow Bid Documents in writing to return those documents to Contractor.

END OF DOCUMENT

DOCUMENT 00680

**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF
RETENTION
P.C.C. §22300**

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 201____, by and between the CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California (hereinafter "City"), whose address is 1500 Warburton Avenue, Santa Clara, California 95050; _____ ("Contractor"), whose place of business is located at _____; and [City, as escrow agent] OR [_____], a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

For consideration hereinafter set forth, City, Contractor and Escrow Agent agree as follows:

1. PURSUANT TO SECTION 22300 OF PUBLIC CONTRACT CODE OF THE STATE OF CALIFORNIA, CONTRACTOR HAS THE OPTION TO DEPOSIT SECURITIES WITH ESCROW AGENT AS A SUBSTITUTE FOR RETENTION EARNINGS REQUIRED TO BE WITHHELD BY CITY PURSUANT TO CONTRACT NUMBER 2006A ENTERED INTO BETWEEN CITY AND CONTRACTOR FOR **ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER CONSTRUCTION AGREEMENT** THE AMOUNT OF [\$_____] dated [_____, 201__] (the "Contract"). Alternatively, on written request of Contractor, City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between City and Contractor.

Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. City shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00680.
3. When City makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

4. Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when City pays Escrow Agent directly.
5. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City. Such expenses and payment terms shall be determined by City, Contractor, and Escrow Agent.
6. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.
7. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to withdrawal of amount sought to be withdrawn by Contractor.
8. City shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.
9. Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
10. Escrow Agent shall rely on written notifications from City and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00680 and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
11. Names of persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective are as follows:

DOCUMENT 00680

**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF
RETENTION**

On behalf of City:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

City/State/Zip

City/State/Zip

On behalf of Escrow Agent:

Title

Name

Signature

Address

City/State/Zip

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00680.

DOCUMENT 00680

**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF
RETENTION**

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

City

Contractor

Title

Title

Name

Name

Signature

Signature

Address

Address

City/State/Zip

City/State/Zip

On behalf of Escrow Agent:

Title

Name

Signature

Address

City/State/Zip

REVIEWED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

END OF DOCUMENT

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GENERAL CONDITIONS

1. GENERAL

1.1. Documents

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Engineer or any City's Representative and Contractor; (2) City and/or its representatives and (except as provided in paragraph 13.9 below) a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than City and Contractor. City shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

1.2. Exercise Of Contract Responsibilities

In exercising its responsibilities and authorities under the Contract Documents, City does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Engineer nor any City's Representative assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

1.3. Defined Terms

All abbreviations and definitions of terms used and not otherwise defined in this Document 00700 are set forth in Section 01420 (References and Definitions). This Document 00700 subdivides at first level into Articles, and then into paragraphs.

2. BIDDING

2.1. Investigation Prior To Bidding

- A. Prior to bidding, Bidders shall perform the work, investigations, research and analysis required by Article 5 of Document 00500 (Agreement). Under the Contract Documents, Contractor is charged with all information and knowledge that a reasonable Bidder would ascertain from having performed the required work, investigations, research, and analysis. Bid prices shall include entire cost of all

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"incidental work" to complete the Work, as that term is defined in Article 5 of this Document 00700.

- B. Conditions Shown on Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in the Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. City warrants, and Contractor may rely on, the accuracy of only limited types of information as discussed below.
1. Aboveground and as-built conditions: There is no express or implied warranty and no express or implied representation that any information as to aboveground conditions or as-built conditions indicated in the Contract Documents is correctly shown, or indicated, or complete. As a condition to bidding, Contractor shall verify by independent investigation all aboveground and as-built conditions. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on City-supplied information regarding aboveground conditions and as-built conditions.
 2. Subsurface conditions: Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. City is not responsible for (1) the completeness of any subsurface condition information for bidding or construction, (2) Contractor's conclusions or opinions drawn from any subsurface condition information, or (3) subsurface conditions that are not specifically shown. (For example, City is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.2. Subcontractors

- A. Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without City's written approval. At City's request, Contractor shall provide City with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

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- B. Subcontract agreements shall preserve and protect the rights of City under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward City under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- C. Contractor shall provide for the assignment to City of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

3.1. Award Of Contract

City will make the Award of Contract by issuing a Notice of Award. As a condition to City signing Document 00500 (Agreement), however, Contractor shall deliver to City the executed agreements, forms, bonds and insurance documents required by Document 00200 (Instructions to Bidders) in the required quantities and within the required times.

3.2. Commencement Of Work

The Contract Time will commence to run on the date indicated in the Notice to Proceed. See also paragraph 15.1.B of this Document 00700. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

4. BONDS AND INSURANCE

4.1. Bonds

- A. At or before the date indicated in Document 00200 (Instructions to Bidders), Contractor shall file with City the following bonds:
 - 1. Corporate surety bond, in the form of Document 00610 (Construction Performance Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee faithful performance of the Work; and

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GENERAL CONDITIONS

2. Corporate surety bond, in the form of Document 00620 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.
- B. Sureties shall be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A or better.

4.2. Insurance

See Document 00821 (Insurance), incorporated herein by this reference.

5. DRAWINGS AND SPECIFICATIONS

5.1. Intent

- A. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

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- C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

5.2. Drawing Details

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by City. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

5.3. Interpretation Of Drawings And Specifications

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to City, in writing. City will issue with reasonable promptness written responses, clarifications or interpretations as City may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give City prompt written notice as provided in Section 01250 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 00700.

5.4. Checking Of Drawings

Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract

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Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to City, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby. Contractor shall provide City with a follow-up correspondence every ten days until it receives a satisfactory interpretation or clarification.

5.5. Standards To Apply Where Specifications Are Not Furnished

The following general specifications shall apply wherever in the Specifications, or in any directions given by City in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 01420 (References and Definitions), for first-class work of the kind required. Contractor shall specify in writing to City the materials to be used or Work to be performed under this paragraph 5.5 ten (10) Business Days prior to furnishing such materials or performing such Work.

5.6. Deviation from Specifications and Drawings

- A. Contractor shall perform Work in accordance with Drawings and Specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon City's advance written approval of the proposed deviation.
- B. City may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 00700.

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5.7. Precedence Of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
1. Shop drawings or submittals take precedence over design drawings.
 2. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 3. Document 00500 (Agreement), and terms and conditions referenced therein;
 4. Document 00800 (Supplementary Conditions);
 5. Document 00700 (General Conditions);
 6. Division 1 Specifications;
 7. Division 2 through 18 Specifications;
 8. Drawings;
 9. Written numbers over figures, unless obviously incorrect;
 10. Figured dimensions over scaled dimensions;
 11. Large-scale drawings over small-scale drawings.
- B. Any conflict between Drawings and Division 2 through 18 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- D. In the event the Specifications include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

5.8. Ownership And Use Of Drawings, Specifications And Contract Documents

Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other

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construction or for any other purpose except with the written consent of City. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

6. CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

6.1. City's Right To Perform Construction And To Award Separate Contracts

City may perform with its own forces, construction or operations related to the Project. City may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.

6.2. Mutual Responsibility

- A. Contractor shall afford all other contractors, utility owners and City (if City is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.
- B. Contractor shall coordinate its Work with the work of other separate contractors, City, and utility owners. Contractor shall hold coordination meetings with other contractors, City and its representatives, and utility owners as required by Section 01315 (Project Meetings).
- C. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, City or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of City and the others whose work will be affected.
- D. Contractor's duties and responsibilities under paragraph of this Document 00700 are for the benefit of City and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between City and such other contractors and utility owners.

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- E. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to City in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. City will require the Contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to City in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to City. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.3. City Authority Over Coordination

- A. City will have authority over coordination of the activities of multiple contractors in cases where City performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. City may at any time and in its sole discretion, designate a person or entity other than City to have authority over the coordination of the activities among the various contractors. City's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.2 of this Document 00700. Contractor shall promptly notify City in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.
- B. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by City when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by City if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, and utility owners. City reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors and utility owners. City may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Contractor releases City of further liability regarding such funds.

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7. CITY AND PAYMENT

7.1. City's Representative(s)

City's Representative(s) will have limited authority to act on behalf of City as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by City, City will issue all communications to Contractor through City's Representative and Contractor shall issue all communications to City through City's Representative in a written document delivered to City. Should any direct communications between Contractor and City's consultants, architects or engineers not identified in Article 2 of Document 00500 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to City.

7.2. Means And Methods Of Construction

Subject to those rights specifically reserved in the Contract Documents, City will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. City will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.3. Receipt And Processing Of Applications For Payment

As required by Section 01200 (Measurement and Payment), Contractor shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. City will review Contractor's Applications for Payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others, as required by Section 01200 (Measurement and Payment).

8. CONTROL OF THE WORK

8.1. Supervision Of Work By Contractor

- A. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

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- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without City's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

8.2. Observation Of Work By City

- A. Work shall be performed under City's general observation and administration. Contractor shall comply with City's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. City's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- B. City may engage an independent consultant or engineer (collectively for purposes of this paragraph 8.2, "Engineer") to assist in administering the Work. If so engaged, Engineer will advise and consult with City, but will have authority to act on behalf of City only to extent provided in the Contract Documents or as set forth in writing by City. Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Engineer will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- C. Engineer may review Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- D. Engineer may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Engineer may recommend to City that it disapprove or reject Work that Engineer believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. City will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

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- E. Engineer may conduct inspections to recommend to City the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to City for review written warranties and related documents required by Contract Documents.

8.3. Access To Work

During performance of Work, City and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as City's interests may require. Other contractors performing work for City may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

8.4. Existing Utilities

Drawings may indicate above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to City are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to City for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Document 00700. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00700.

- A. At no additional cost to City, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations. Should City determine that Contractor has not responded in a timely manner or not diligently pursued completion of the Work, City may restore service and deduct the costs of such action by City from the amounts due under the Contract.

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- B. Consistent with Government Code Section 4215, as between City and Contractor, City will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00320 (Geotechnical Data and Existing Conditions). City will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00230 (Existing Conditions) with reasonable accuracy, and equipment on the Project necessarily idled during such work.
- C. Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to City, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 8.4.C of this Document 00700).
- D. Nothing in this Document 00700 shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify City and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

8.5. Underground Facilities

- A. Before commencing work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied in Document 00320 (Geotechnical Data and Existing Conditions), and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

"Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to

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commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”

- B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide City with copies of all USA records secured by Contractor. Contractor shall advise City of any conflict between information provided in Document 00320 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor’s excavation shall be subject to and comply with the Contract Documents, including without limitation Paragraphs 2.1 and 8.4 of this Document 00700.
- C. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00320 (Geotechnical Data and Existing Conditions) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- D. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by City or in information on file at USA or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 16 of this Document 00700), identify the owner of such Underground Facility and give written notice to that owner and to City.

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During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- E. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by City only where the Underground Facility:
1. Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Document 00320 (Geotechnical Data and Existing Conditions) or in information on file at USA; and
 2. Contractor did not know of it; and
 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor pursuant to Document 00320 [Geotechnical Data and Existing Conditions], in information on file at USA, or otherwise reasonably available to Contractor.)
- F. Contractor shall bear the risk that Underground Facilities not owned or built by City may differ in nature or locations shown in information made available by City pursuant to Document 00320 (Geotechnical Data and Existing Conditions), in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.

9. WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.1. Warranty And Guaranty

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents.

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Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

- B. Extended Guarantees: Any guarantee exceeding one (1) year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph C are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to City that:
 - 1. To Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to City.
 - 2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
 - 3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to City.

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4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide City with copies thereof.

9.2. Inspection Of Work

- A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by City, its agents, representatives or independent contractors retained by City to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
- B. Contractor shall give City timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- C. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish City with the required certificates of inspection, or approval. City will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or

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equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

- D. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of City, Contractor shall uncover the Work at City's request. Contractor shall bear the expense of uncovering Work and replacing Work.
- E. In any case where Contractor covers Work contrary to City's request, Contractor shall uncover Work for City's observation or inspection at City's request. Contractor shall bear the cost of uncovering Work.
- F. Whenever required by City, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, City, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.
- G. Inspection of the Work by or on behalf of City, or City's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by City, to perform Work in conformance with the Contract Documents.
- H. Any inspection, evaluation, or test performed by or on behalf of City relating to the Work is solely for the benefit of City, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.3. Correction Of Defective Work

- A. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, City may order Contractor to replace

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any Defective Work, or stop any portion of Work to permit City (at Contractor's expense) to replace such Defective Work. These City rights are entirely discretionary on the part of the City, and shall not give rise to any duty on the part of City to exercise the rights for the benefit of Contractor or any other party.

- B. City may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with City's calculations, it may make a claim as provided in Article 12 of this Document 00700. City's rights under this paragraph B shall be in addition to any other rights it may have under the Contract Documents or by law.
- C. Correction Period: If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
- D. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

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- E. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.4. Acceptance And Correction Of Defective Work By City

- A. City may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such Defective Work. If City accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with City's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700. If City accepts any Defective Work after final payment, Contractor shall pay to City, an appropriate amount as determined by City.
- B. City may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.3.B of this Document 00700; or provide a plan for correction of Defective Work acceptable to City; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, City may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, its representatives, agents, employees, and other contractors and Engineer's consultants access to the Site to enable City to exercise the rights and remedies under this paragraph B. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by City in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If

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Contractor disagrees with City's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700.

9.5. Rights Upon Inspection Or Correction

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by City of its rights and remedies under this Article 9. Where City exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Inspection by City shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive City's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless City agrees otherwise in writing.

9.6. Samples And Tests Of Materials And Work

Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to City. Contractor shall submit all samples in ample time to enable City to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

9.7. Proof Of Compliance Of Contract Provisions

In order that City may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to City properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

9.8. Acceptance

Inspection by City or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by City, any extension of time, any verbal statements on behalf of City or its authorized agents or

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representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

10.1. Contractor's Legal Address

Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to City, which in conspicuous language advises City of a change in legal address or facsimile number, and which City accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

10.2. Contractor's Office At The Work Site

Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from City, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

10.3. Contractor's Superintendents Or Forepersons

Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that City may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

10.4. Proficiency In English

Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

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10.5. Contractor's And Subcontractors' Employees

Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If City notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing City, or violates sanitary rules, or is otherwise unsatisfactory, and if City requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of City.

10.6. Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by City under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then City may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as City may consider necessary, at no cost to City. If Contractor does not comply with the notice within three Business Days of date of service thereof, City shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as City may elect. City may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that City exercises this right. City will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. City will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of City from claims of others.
- C. Exercise by City of the rights conferred upon City in paragraph B of this Document 00700, is entirely discretionary on the part of City. City shall have no

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duty or obligation to exercise the rights referred to in paragraph B of this Document 00700 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of City's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon City under paragraph B of this Document 00700 are cumulative to City's other rights under any provision of the Contract Documents.

10.7. Contractor To List Trades Working

Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to City

10.8. Contractor's Use Of The Site

Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between City and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy City-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from City.

11. PROSECUTION AND PROGRESS OF THE WORK

11.1. Schedules And Examinations Of Contract Documents

- A. Contractor shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01315 (Project Meetings), 01320 (Progress Schedules and Reports), and 01330 (Submittal Procedures).
- B. Contractor shall submit to City for review and discussion at the Preconstruction Conference described in Section 01315 (Project Meetings):
 - 1. Progress schedules and reports as required by Sections 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Contractor shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor's monthly progress payments. Contractor's failure to submit and maintain an acceptable progress schedule may, in City's discretion, and without

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limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents

2. Within 14 Days after the Notice of Award, a preliminary schedule of Shop Drawing and Sample submittals that shall list each required submittal and the times for submitting, reviewing and processing such submittal, as required by Section 01330 (Submittal Procedures). If no such schedule is agreed upon, then all Shop Drawings, Samples and product data submittals shall be completed and submitted within 21 Days after receipt of Notice of Award from City.
 3. Within 14 Days after the Notice of Award, a preliminary Schedule of Values for all the Work which shall include quantities and prices of items aggregating the Contract Sum and shall subdivide each Schedule of Values into component activities in sufficient detail to serve as the basis for progress payments during construction. Such Schedule of Values shall include an appropriate amount of overhead and profit applicable to each item of Work, a line item for Project Record Documents, and a line item for Project scheduling, and shall conform to Section 01200 (Measurement and Payment).
- C. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Contractor, City, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with paragraph B of this Document 00700 and first reviewed at the Preconstruction Conference. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01200 (Measurement and Payment), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). No progress payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to City and/or Engineer as meeting the requirements of the Contract Documents, including Sections 01200 (Measurement and Payment), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). City's acceptance of Contractor's schedules will not create any duty of care or impose on City any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefor.
- D. Before commencing any portion of Work, Contractor shall inform City in writing as to time and place at which Contractor wishes to commence Work, and nature

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of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to City a reasonable time in advance of time at which Contractor proposes to begin Work, so that City may complete necessary preliminary work without inconvenience or delay to Contractor.

- E. Contractor shall submit submittals and Shop Drawings to City (or Engineer if City so designates) for review in strict accordance with Section 01330 (Submittal Procedures). Submission of a Shop Drawing shall constitute Contractor's representation that all requirements of Section 01330 (Submittal Procedures) have been complied with. All submittals will be identified as City may require and in the number of copies specified in Section 01330 (Submittal Procedures).
- F. Contractor shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Shop Drawing and Sample Submittals accepted by City, any related Work performed prior to City's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Contractor.

11.2. Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide City with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide City with a copy of such report upon City's request and whenever it is generated.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide City with copies for each Day Contractor works on the Project, to be delivered to City either the same Day or the following morning before starting work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

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- C. City shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, City shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents (subject to Document 00670 [Escrow Bid Documents]), cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. City and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.2 at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
- D. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to City for reference. Upon completion of the Work, Contractor shall deliver to City, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

12. CLAIMS BY CONTRACTOR

12.1. General

- A. Contract Interpretation Disputes: Should it appear to Contractor that Work to be performed or any of the matters relative to Contract Documents (including without limitation Drawings or Specifications) are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents (including without limitation Drawings or Specifications), Contractor shall give written notice to City. Contractor shall bear all costs incurred in giving notice. City will render a determination regarding the issue, which shall be final. If Contractor disagrees with City's decision, Contractor's

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sole and exclusive remedy is to file a claim in accordance with this Article 12. Contractor shall diligently prosecute the Disputed Work (as defined below to Final Completion pending resolution of any claim.

- B. Work Disputes: Contractor shall give written notice to City of any dispute arising under the Contract Documents respecting the true value of any Work performed, the implementation of Work required by Contract Documents, any Work omitted, any extra Work that Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of Contract Documents, or of compliance with Contract Documents procedures. City will render a determination regarding the issue, which shall be final. If Contractor disagrees with City's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article 12. Pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.
- C. The claim notice and documentation procedure described in this Article 12 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against City.
- D. "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12.
- E. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.
- F. The provisions of this Article 12 apply under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5 and survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

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12.2. Procedure

- A. Should any clarification, determination, action or inaction by City or Engineer, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and City will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph 12.2.A, Contractor shall waive its rights to further claim on the specific issue.
- B. City will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify City, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than 30 Days, then Contractor shall, every 30 Days until the Disputed Work ceases, submit to City a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every 30 Days shall result in waiver of the claim for that 30-Day period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule input and/or any time extension will be determined at a later date shall not comply with this paragraph 12.2.B and shall result in Contractor waiving its claim(s).
- C. Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, City or its designee will review the issue and render a

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final determination. If Contractor's claims submitted in accordance with this Article 12 at Project completion total less than \$375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.

- D. Claims shall be calculated in the same manner as Change Orders per Section 01250 (Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), CITY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SECTION 01250 (MODIFICATION PROCEDURES).

12.3. Claim Format

- A. Contractor shall submit the claim justification in the following format:
1. Cover letter and certification;
 2. Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
 3. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
 4. Chronology of events and correspondence;
 5. Analysis of claim merit;
 6. Analysis of claim cost; and
 7. Attach supporting documents referenced in paragraph 12.3.A.3.

12.4. Exclusive Remedy

Contractor's performance of its duties and obligations specified in this Article 12 and submission of a claim as provided in this Article 12 is Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or

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Contract Documents, negligence or strict liability by City, its representatives, consultants or agents, or the transfer of Work or the Project to City for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in Article 12 is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any Government Code Claim, subsequent litigation, or legal action. City shall not have deemed to waive any provision under this Article 12, if at City's sole discretion, a claim is accepted in a manner not in accord with this Article 12.

12.5. Mediation

All Contractor claims not subject to the claim resolution procedures set forth in Section 01410 (Regulatory Requirements) shall, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

12.6. Subcontractor Claims

Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. City shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

13. LEGAL AND MISCELLANEOUS

13.1. Laws And Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify City and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part

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of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

- B. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

13.2. Permits And Taxes

Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. City will pay applicable building permits, school, sanitation and water fees, including fees for street opening permits, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where City may have already obtained permits for the Work.

13.3. Responsibility Of Contractor And Indemnification

- A. City and each of its officers, employees, consultants and agents including, but not limited to the Board, Engineer and each City's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, City and each of its officers, employees, consultants (including without limitation Consulting Engineer) and agents, including but not limited to the Board, Engineer and each City's Representative, from claims, suits, actions,

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losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City or by any person or entity required to be indemnified hereunder.

- C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City and each of its officers, employees, consultants and agents including, but not limited to City, the Board, Engineer and each City's Representative.
- D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- E. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, City may in its discretion back charge Contractor for City's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- F. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City or other indemnified party to the extent of its active negligence.

13.4. Concealed Or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to City promptly before conditions are disturbed, except in an emergency as required by

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paragraph 16.4 of this Document 00700, and in no event later than seven Days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

In response to Contractor's Notice of Differing Site Conditions under this paragraph 13.4.A, City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, City will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If City determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, City will so notify Contractor in writing, stating reasons

B. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:

1. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
2. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, including without limitation paragraphs 2.1 and 8.4 of this Document 00700; or
3. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions of the kind that paragraph 2.1 of this Document 00700 precludes reliance upon; or
4. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.

C. If City and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under

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this paragraph 13.4, Contractor shall proceed with the Work as directed by City and may make a claim as provided in Article 12 of this Document 00700.

13.5. Notice Of Hazardous Waste Or Materials Conditions

- A. Contractor shall give a written Notice of Hazardous Materials Condition to City promptly, before any of the following conditions are disturbed (except in an emergency as required by paragraph 16.4 of this Document 00700), and in no event later than 24 hours after first observance of any:
1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or

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2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 3. Contractor failed to give the written notice within the time required by paragraph A of this Document 00700.
- E. If City determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, City will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If City determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, City will notify Contractor in writing, stating the reasons for its determination.
- F. If City and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.5, Contractor shall proceed with the Work as directed by City and may make a claim as provided in Article 12 of this Document 00700.
- G. In addition to the parties' other rights under paragraph E of this Document 00700, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, City may order the disputed portion of Work deleted from the Work, or performed by others, or City may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with City's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article 12 of this Document 00700.

13.6. Suspension Of Work

- A. City may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as City may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01250 (Modification Procedures). No adjustment shall be made to extent that:

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1. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
2. An equitable adjustment is made or denied under any other provision of Contract Documents; or
3. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 12 of this Document 00700.

13.7. Termination Of Contract For Cause

- A. City may declare Contractor in default of Contract Documents and City may terminate Contractor's right to proceed under the Contract Documents for cause:
 1. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
 2. Should Contractor commit a material breach of the Contract Documents. If City declares Contractor in default due to material breach, however, City must allow Contractor an opportunity to cure such breach within ten (10) days of the date of notice from City to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) days, Contractor must provide City within the ten (10) day period with a written plan acceptable to City to cure said breach which includes, for example, evidence of necessary resources,

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Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written plan); or

3. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) days of the date of the notice from City to Contractor demanding such cure; or, if such violation is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) days, Contractor shall provide City within the ten (10) day period with a written plan to cure said violation acceptable to City, and then diligently commence and continue performance of such cure according to the written plan.)
- B. If City at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in paragraph 13.7.A of this Document 00700, City may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which City may advise Contractor of in writing. Contractor shall, within ten (10) days of City's request, deliver a written cure plan which meets the requirements of the written plan deliverable under paragraph 13.7.A.2 of this Document 00700. Failure of Contractor to provide such written assurances of performance and the required written plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
 - C. In event of termination for cause, City will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00610 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), City may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
 - D. In the event of termination by City as provided in paragraph A of this Document 00700 for cause:

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1. City will compensate Contractor for the value of the Work delivered to City upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides City with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, City will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.
 2. Contractor shall deliver to City possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph 13.7.D shall not be interpreted to diminish any right which City may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with Contract Documents.
 3. City's rights under paragraph 13.7.D.2 shall be specifically enforceable to the greatest extent permitted by law. City shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.
- E. City may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a completing contractor as required under Article 6 of this Document 00700.
- F. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have the recovery rights specified in paragraph 13.8. Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Document 00700.

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No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13.8. Termination Of Contract For Convenience

- A. City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever City shall determine that termination is in City's best interest. Termination shall be effected by City delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
- B. After receiving a notice of termination under paragraph A of this Document 00700, and except as otherwise directed by City, Contractor shall:
1. Stop Work under the Contract Documents on date and to extent specified in notice of termination;
 2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
 3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 4. Assign to City in manner, at times, and to extent directed by City, all right, title, and interest of Contractor under orders and subcontracts so terminated. City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to extent City may require. City's approval or ratification shall be final for purposes of this paragraph 13.8;
 6. Transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to City;

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7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that City directs or authorizes, any property of types referred to in paragraph 13.8.B.6 of this Document 00700, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by City. Proceeds of transfer or disposition shall be applied to reduce payments to be made by City to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as City may direct;
 8. Complete performance of the part of the Work which was not terminated by the notice of termination; and
 9. Take such action as may be necessary, or as City may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which City has or may acquire interest.
- C. After receipt of a notice of termination under paragraph 13.8A of this Document 00700, Contractor shall submit to City its termination claim, in form and with all certifications required by Article 12 of this Document 00700. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and City may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this paragraph 13.8. If Contractor and City fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this paragraph 13.8, City's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:
1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in City's opinion, the cost of any item of Work is excessively high

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due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

2. A reasonable allowance for profit on cost of Work performed as determined under paragraph 13.8.C.1 of this Document 00700, provided that Contractor establishes to City's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
 3. Reasonable costs to Contractor of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.
 4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
 5. Except as provided in this paragraph 13.8.C of this Document 00700, City shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
 6. City shall have no obligation to pay Contractor under this paragraph 13.8 unless and until Contractor provides City with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
- D. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):
1. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;
 2. Any claim which City may have against Contractor in connection with Contract Documents; and

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3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this paragraph 13.8, and not otherwise recovered by or credited to City.

13.9. Contingent Assignment Of Subcontracts

A. Contractor hereby assigns to City each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after City's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 13.7 or 13.8 of this Document 00700.
2. The Assignment is effective only for the Subcontracts which City expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00610 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs 13.7 or 13.8 of this Document 00700), sign all instruments and take all actions reasonably requested by City to evidence and confirm the effectiveness of the assignment in City; and
5. Nothing in this paragraph 13.9 shall modify or limit any of Contractor's obligations to City arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.10. Remedies and Contract Integration

A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between City and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Santa Clara. All City remedies provided in the Contract Documents shall be taken and

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construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances City shall have any and all other equitable and legal rights and remedies which it would have according to law.

- B. The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between City and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. City and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
- C. In any proceeding to enforce the Contract Documents, Contractor and City agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
- D. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.11. Patents

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless City and each of its officers, employees, consultants (including without limitation Consulting Engineer) and agents, including, but not limited to, the Board and each City's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to

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be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.12. Substitution For Patented And Specified Articles

Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal" and Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of City, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as provided in Document 00200 (Instructions to Bidders). A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.13. Interest Of Public Officers

No representative, officer, or employee of City, no member of the governing body of the locality in which the Project is situated, no member of the locality in which City was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.14. Limit Of Liability

CITY, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS (INCLUDING WITHOUT LIMITATION CONSULTING ENGINEER) AND AGENTS INCLUDING, BUT NOT LIMITED TO, AND ENGINEER EACH OTHER CITY REPRESENTATIVE SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

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13.15. Severability

Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

14.1. Alterations, Modifications And Force Account Work

- A. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.
- B. City may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such City-furnished labor, materials, and equipment.
- C. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
 - 1. The Work performed in connection with the change to be made;
 - 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - 3. The extent of the adjustment in the Contract Time, if any.
- D. A Change Order will become effective when signed by City. If City exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 00700, then the resulting Change Order shall be effective when signed by City, notwithstanding that Contractor has not signed it.
- E. Changes not affecting the Contract Time or Contract Sum of the Work, in City's discretion, may be set forth in a written RFI-Reply executed by City. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.

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- F. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 01250 (Modification Procedures), except in cases of emergency discussed in Article 16 of this Document 00700.
- G. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor and City may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then City will reach a determination, which shall be final, subject to Contractor's rights under Article 12 of this Document 00700. In all cases Contractor shall perform the changed Work as directed by City subject to Contractor's rights under Article 12 of this Document 00700.
- H. Contractor shall, upon City's request, permit inspection of the original unaltered Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.
- I. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
- J. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 01250 (Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01250 (Modification Procedures) in order to request, claim or prove compensation for delay.
- K. Change Orders in excess of City's approved limit must be approved by the City Council and a performance bond rider covering the changed Work executed before proceeding with the changed Work. Contractor is charged with knowledge

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of City's approved Change Order limits and procedures in effect at the applicable time.

15. TIME ALLOWANCES

15.1. Time Allowances For Performance Of Contract Documents

- A. When Contractor and City have signed the Contract Documents, City will serve a Notice to Proceed upon Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Contractor at legal address or (at City's option) by delivery by other means at legal address.
- B. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth Day from the date that Contractor receives, by hand delivery or facsimile transmission, City's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract Time shall be the fifth Day following the mailing date. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 00520 (Agreement).

15.2. Entitlement to Change Of Contract Time

- A. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
- B. The Contract Time will be adjusted in an amount equal to the time lost due to:
 - 1. Changes in the Work ordered by City;
 - 2. Acts or neglect by City, Engineer, any City's Representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or
 - 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this paragraph 15.2, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.

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- C. The Contract Time shall not be extended for any cause identified in paragraph 15.2.B above, however, unless:
1. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
 2. A claim for delay is made as provided herein; and
 3. Contractor submits a Time Impact Evaluation as required under Section 01320 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.
- D. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both City and Contractor (including, but not limited to, adverse weather of all types and acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.
- E. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed in this paragraph 15.2.E. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters on a monthly basis and Contractor proves that adverse weather actually caused delays. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work:

January, [6]; February, [6]; March, [5]; April, [3]; May, [1]; June, [0]; July, [0]; August, [0]; September, [0]; October, [2]; November, [4]; and December, [5].

In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the Livermore, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay as set forth in paragraph 15.2.G of this Document 00700.

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- F. Contractor shall include the foregoing rain parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by rain, Contractor shall notify City and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.
- G. Adverse weather delay for rain shall be recognized for the actual period of time Contractor proves it was delayed by rain exceeding the specified parameters. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves that rain exceeding the specified parameters causes delay to Contractor for a period longer than the number of rain days incurred (e.g., if it rains during grading work) , then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- H. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for City to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

15.3. Notice Of Delay

Within seven Days of the beginning of any delay, Contractor shall notify City in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 01320 (Progress Schedules). City will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph 0.

15.4. Time Extensions and/or Damages Entitlements For Delays

- A. Contractor may receive a time extension and be compensated for delays caused directly and solely by City.
- B. Contractor may receive a time extension without compensation for delays resulting in whole or in part from causes beyond the reasonable control of Contractor and City, e.g. adverse weather conditions exceeding Contract

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Documents parameters, earthquakes, Acts of God and epidemics. In such cases, a time extension without compensation shall constitute Contractor's sole and exclusive remedy for such delays.

- C. Contractor shall not be entitled to any time extension or compensation including, but not limited to, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either City or others.
- D. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
 - 1. City's right to sequence the Work in a manner which would avoid disruption to City's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; City's enforcement of any government act or regulation; or the provisions of the Contract Documents;
 - 2. For changed Site conditions that are beyond the parties' contemplation, except that City may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and
 - 3. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by City or its consultants in a reasonable time commensurate with Contract Documents requirements.

15.5. Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that City will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and City agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by City as defined below , and that because of

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the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

- B. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by City for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, lost revenues, interest expenses, cost of completion of the Work, cost of substitute facilities, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against City as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due City.
- C. City may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, City may deduct liquidated damages based on its estimated period of late completion. City need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to City.

16. WORKING CONDITIONS AND PREVAILING WAGES

16.1. Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to City's approval.
- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by

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applicable laws and regulations, rights of way, permits and easements or as designated by City, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by City at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

16.2. Protection Of Work, Persons, Property And Operations

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by City, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to City's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by City in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any existing City facilities or operations.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for

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GENERAL CONDITIONS

such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

- C. Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to in paragraph 16.2.A of this Document 00700, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. City and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. City may, at its option, retain such moneys due under the Contract Documents as City deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and City receives satisfactory evidence to that effect.

16.3. Responsibility For Safety And Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City's safety regulations as amended from time to time. Contractor shall comply with all City directions regarding protective clothing and gear.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify City, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

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- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: City designated routes for ingress and egress thereto and any other City designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

16.4. Emergencies

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by City. Contractor shall give City prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If City determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

16.5. Use Of Roadways And Walkways

Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with City's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

16.6. Nondiscrimination

No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

16.7. Prevailing Wages

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said

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GENERAL CONDITIONS

locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and City to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.]

- B. Contractor shall forfeit, as a penalty to City, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 16.7.B and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00700 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by City. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813.

16.8. Environmental Controls

Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Contractor shall be responsible for insuring that Contractor's employees, Subcontractors and the public are protected from exposure to airborne hazards or

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contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

16.9. Shoring Safety Plan

- A. At least five Days in advance of excavating any trench five feet or more in depth, Contractor shall submit to City a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

- B. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. City's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this paragraph 16.9.

16.10. Emergency Water Shut-off Plan

- A. The Contractor will provide an emergency water shut-off plan to the City prior to beginning any excavation work.

16.11. Emergency Sewer By-Pass Plan

- A. The Contractor will provide an emergency sewer by-pass plan to the City prior to beginning any excavation work.

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GENERAL CONDITIONS

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DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

A. SUMMARY

This document includes requirements that supplement the paragraphs of Document 00700 (General Conditions).

B. SUPPLEMENTS

A. Supplement to Paragraph 15 (Time Allowances)

1. A new Paragraph 15.2.I, reading in full as follows, is hereby added

15.2.I. See Section 01100 (Summary) paragraph 1.7 for certain limitations on Contractor's rights under this paragraph 15.2.

B. Supplement to Paragraph 16.3 (Responsibility For Safety And Health)

1. A new Paragraph 16.3.A.1, reading in full as follows, is hereby added

16.3.A.1 Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with City requirements regarding protective clothing and gear. The present requirement is to wear Flame Resistant clothing rated at a minimum risk category of 2 and a minimum arc rating of 8 cal/cm². Such clothing shall be worn whenever Contractor's employees or Subcontractor's employees are working within energized substations.

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SUPPLEMENTARY CONDITIONS

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DOCUMENT 00805

SUPPLEMENTARY CONDITIONS – HAZARDOUS MATERIALS

1. SUMMARY

- A. This Document 00805 includes requirements that supplement the paragraphs of Document 00700 (General Conditions) as they apply to location, removal, remediation, disposal, and abatement of hazardous materials and hazardous waste.

2. SUPPLEMENTS

- A. Supplement to paragraph 2.1, Investigation Prior to Bidding

1. Add to the end of paragraph 2.1.B a new paragraph that reads:

4. Matters Shown in Hazardous Materials Surveys for Informational Purposes: Reference is made to Document 00335 (Hazardous Materials Surveys) for hazardous material surveys included with the Contract Documents and use of data therein. These materials are not Contract Documents and, except for any "technical data" regarding the location of hazardous materials, as limited in Document 00335 (Hazardous Materials Surveys), Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and shall not rely on information provided by City.

- B. Supplement to paragraph 5.7, Precedence of Documents

1. Add to the end of paragraph 5.7 a new paragraph that reads:

5.7.E Should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of hazardous waste abatement, clean up, disposal, or required safety standards or methods, then the most stringent provision or requirement shall control.

- C. Supplement to paragraph 7.2, Means and Methods of Construction

1. Number the current paragraph 7.2.A and add to the end of paragraph 7.2 a new paragraph that reads:

7.2.B Nothing contained in these Contract Documents or inferable there from shall be deemed or construed to:

1. Make Contractor the agent, servant, or employee of City; or
2. Create any partnership, joint venture, or other association between City and Contractor.

- D. Supplement to paragraph 8, Control of the Work

DOCUMENT 00805

SUPPLEMENTARY CONDITIONS – HAZARDOUS MATERIALS

1. Add to the end of paragraph 8.2 new paragraphs that read:

8.2.F City shall exercise administration on Contract Documents. City has employed a consultant to assist in the preparation of the hazardous materials abatement contract specifications. City reserves the right to assign or delegate to this consultant, or any other consultant ("Consultant") any or all Engineer's responsibilities under Contract Documents or alternatively to act as City's representative. Contractor will be notified in writing of any such delegation.

8.2.G Cooperate with Consultant as directed by City. Consultant's duties may include observing Contractor's health and safety program and practices, observing the abatement construction activities, observing the extent of material removed from each job site, reviewing payment requests, reviewing reports required by governmental or quasi-governmental agencies or Contract Documents, and providing clearance tests after abatement is completed. No action, omission to act, approval, or failure to advise Contractor as to any matter by Consultant shall in any way relieve Contractor from its responsibility for the performance of Work in accordance with Contract Documents and applicable law. Unless directed otherwise in writing by City, do not communicate directly with Consultant and shall direct all communications to City.

E. Supplement to paragraph 9, Warranty, Guaranty, and Inspection of Work

1. Add to the end of paragraph 9.1 a new paragraph that reads:

9.1.D Additional Warranties and Representations:

1. Contractor represents and warrants that it, its employees and its Subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training and ability to comply fully with all applicable law and Contract Documents requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to adequately address the actual or potential dangers of Contract performance).
2. Contractor represents and warrants that it, its employees and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

DOCUMENT 00805

SUPPLEMENTARY CONDITIONS – HAZARDOUS MATERIALS

3. Contractor represents and warrants that it has studied carefully all requirements of the Contract Documents regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract Documents, and prior to submitting its Bid, has either:
 - a. Verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by Contract Documents; or
 - b. By way of approved “or equal” request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by Contract Documents.
4. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with all Contract Documents requirements.
2. Number the current paragraph 9.6.A and add to the end of paragraph 9.6 a new paragraph that reads:
 - 9.6.B City reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, work monitoring, and any other tests (in addition to testing required under Document 00520 [Agreement] or applicable Law), to monitor Contract requirements of safe and statutory compliant work methods and (where applicable) safe re-entry level air standards under state and federal Law upon completion of the Work, and compliance of the Work with periodic and final inspection of public and quasi-public entities having jurisdiction.
 1. Contractor acknowledges that City also has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, provided that City shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of Work by Contractor. In the event City elects to perform these activities and tests, afford City ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Include the potential impact of these activities for tests by City in the Contract Sum and the scheduled completion date.
 2. Notwithstanding City’s rights granted by this paragraph 9, Contractor may be required to retain its own industrial hygiene consultant and shall have primary responsibility for collecting samples and performing all applicable, relevant, or appropriate activities and tests including, but not limited to,

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SUPPLEMENTARY CONDITIONS – HAZARDOUS MATERIALS

pre-abatement, during abatement, and post-abatement air monitoring, required by Contract Documents, applicable Law, or both, and City reserves the right to request documentation of all such activities and tests performed by Contractor relating to Work.

F. Supplement to paragraph 11.2, Cost Data

1. Add to the end of paragraph 11.2 new paragraphs that read:

11.2.E Obtain and maintain and shall furnish to City on completion of Work or at any other time requested by City, all necessary, permits, licenses, approvals, authorizations, notifications, training certificates, respirator certificates, reports, correspondence, tests results, air monitoring certificates, forms, medical records, medical certificates, notes and photographs of Work conditions, approved shipping and disposal facility receipts, manifests, and all other documentation required by Contract Documents or applicable Law, or both.

11.2.F Provide City with copies of each such document as it is generated and shall, as a condition to final payment, provide City with a complete set of such documents (bound, organized, and indexed) at the conclusion of Work. Keep and maintain in retrievable files true and correct copies of all such documents for a period of not less than 30 years after Final Completion of the Work. City shall have the right to inspect or photocopy these records and, if Contractor should cease business operations, then it shall furnish these records to City.

G. Supplement to paragraph 13, Legal and Miscellaneous

1. Add to the end of paragraph 13.1 new paragraphs that read:

13.1.C Compliance with Laws. Contractor represents that it is familiar with and shall comply with all Laws applicable to the Work or completed Work including, but not limited to all Laws relating to:

1. Protection of the public health, welfare, and environment;
2. Generation, processing, treatment, handling, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum-based products, or other hazardous materials of any kind; or
3. Protection of environmentally sensitive areas such as wetlands.

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SUPPLEMENTARY CONDITIONS – HAZARDOUS MATERIALS

- 13.1.D Disposal. Contractor has the sole responsibility for determining current waste storage, handling, and transportation and disposal regulations for the Site and for each waste disposal facility. Contractor shall comply fully at Contractor's sole cost and expense with these regulations and any applicable Law. City may, but is not obligated to, require submittals with this information for it to review consistent with Contract Documents.
- 13.1.E Tracking. Contractor shall develop and implement a system acceptable to City to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the applicable EPA form , so that City may track the volume of waste Contractor puts in each landfill and receive from each landfill a certificate of receipt.
- 13.1.F Facilities. Contractor shall provide City with the name and address of each waste disposal facility prior to any disposal, and City shall have the express right to reject any proposed disposal facility. Contractor may not use any disposal facility to which City has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction and forwarding the original to the Contractor (with a copy to City).
2. Number the text of current paragraph 13.2 paragraph 13.2.A and add to the end of paragraph 13.2 new paragraphs that read:
- 13.2.B Before performing any of the Work, and at such other times as may be required by applicable Law, deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Submit evidence satisfactory to City that Contractor and any disposal facility (a) have obtained all required permits, approvals and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable Law, and (b) are in compliance with all such permits, approvals and the like. For example, before commencing any work in connection with the Work involving asbestos-containing materials or PCB subject to regulation, Contractor shall provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt required, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to City. Contractor shall not conduct any Work involving asbestos-containing materials or PCB unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds required by governmental or quasi-governmental authorities, fees, deposits, tap fees,

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SUPPLEMENTARY CONDITIONS – HAZARDOUS MATERIALS

offsite easements, and asbestos and PCB disposal facilities necessary for the prosecution of the Work shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the Law bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Drawings and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying City in writing of such fact. If Contractor performs any Work contrary to Law without such notice to City, Contractor shall bear all costs arising there from.

In the case of any permits or notices held in City's name or of necessity to be made in City's name, City will cooperate with Contractor in securing the permit or giving the notice, but Contractor shall prepare for City's review and execution upon approval, all necessary applications, notices, and other materials.

3. Add to the end of paragraph 13.3 a new paragraph that reads:

13.3.G To the greatest extent permitted by Law, the indemnities and limitation of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. Section 9601 *et seq*).

4. Add to the end of paragraph 13.7 a new paragraph that reads:

13.7.G Notwithstanding anything in paragraph 13.7 to the contrary, City shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents or the Law on any matter involving the exposure of persons or property to hazardous waste. If the breach exposing persons or property to hazardous waste is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in paragraph 13.7 for termination for default shall apply without modification.

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SUPPLEMENTARY CONDITIONS – HAZARDOUS MATERIALS

H. Supplement to paragraph 16.2, Protection of Work, Persons, and Property

1. Add to the end of paragraph 16.2 a new paragraph that reads:

16.2.F Perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the Law (as herein defined), and the Contract Documents including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the Law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

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INSURANCE

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$3,000,000 Each occurrence
 - \$3,000,000 General Aggregate
 - \$3,000,000 Products/Completed Operations Aggregate
 - \$3,000,000 Personal Injury
 - \$3,000,000 Project Aggregate
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another;
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability;
 - d. Coverage shall contain no contractors' limitation endorsement limiting the scope of coverage for liability arising from pollution, personal injury, Owners' and Contractors' protective Liability; and
 - e. Contractual Liability coverage shall expressly include all liability assumed under this Agreement.

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B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than two million dollars (\$2,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of five million dollars (\$5,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. POLLUTION LIABILITY

In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Legal Liability Insurance policy with coverage limits not less than one million dollars (\$1,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual

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INSURANCE

pollution and remediation in connection with the Work under this Agreement. Contractor will use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
2. Products/completed operations coverage shall extend a minimum of 3 years after project completion.
3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.
4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.
5. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);

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4. Cancellation. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.
2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.
3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate in good faith additional compensation proportional to the increased benefit to City.
4. Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.
5. No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents,

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INSURANCE

from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.

6. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
7. Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.
8. All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.
9. For purposes of applying insurance coverage only, all contracts pertaining to the performance of services will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.
11. Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.
12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or

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INSURANCE

Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

13. Contractor agrees to obtain and provide to City evidence of Professional Liability insurance for Architects or Engineers if engaged by Contractor to perform any of the Services required under this Agreement. City shall determine the minimum coverage and policy limits required, after consultation with Contractor.
14. The City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. The Contractor's insurance obligations under this Agreement under may be satisfied in whole or in part by adequately funded self-insurance retention, but only after approval from the City Attorney's Office upon satisfactory evidence of financial capacity.
15. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. Evidence of Compliance

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements,

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INSURANCE

coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

City of Santa Clara

c/o EBIX - Insurance Compliance

P.O. 12010-S2

or 151 North Lyon Avenue

Hemet, CA 92546-8010

Hemet, CA 92543

Telephone: (951)766-2280; or

Fax: (770) 325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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INSURANCE

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APPRENTICESHIP PROGRAM

Contractor and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

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APPRENTICESHIP PROGRAM

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SECTION 01100

SUMMARY OF WORK

PART 1 GENERAL

1. SUMMARY

- A. Section includes summary of Work including:
1. Work Covered By Contract Documents
 2. Bid Items, Allowances, and Alternates
 3. Work Under Other Contracts (N/A)
 4. Future Work
 5. Work Sequence
 6. Work Days and Hours
 7. Cooperation of Contractor and Coordination with Other Work
 8. Maintenance, Product Handling, and Protection
 9. Partial Occupancy/Utilization Requirements
 10. Contractor Use of Premises
 11. Lines and Grades
 12. Protection of Existing Structures and Utilities
 13. Damage to Existing Property
 14. Dust Control
 15. Parking
 16. Laydown/Staging Area
 17. Permits
 18. Punch List Verification
 19. Actual Damages for Violations
 20. Unfavorable Construction Conditions
 21. Work at Electric Utility Power Substations
 22. Construction Site Access
 23. Specification Data Sheets and Schedules
 24. Site Administration
 25. Products Ordered In Advance
 26. City-Furnished Products

2. WORK COVERED BY CONTRACT DOCUMENTS

- A. City requires the installation and testing of underground power utility substructures. This work includes preparation of each site as well as installation, testing and restoration of all required facilities in the designated locations. Infrastructure work, such as pullbox, ductbank and utility manhole vaults, will be also required. All work required is intended to provide a total and complete substructure system ready for electric utility cable installation and immediate operation of an electric utility service system as identified in Call Order documents.

SECTION 01100

SUMMARY OF WORK

- B. Work Covered by these Contract Documents: The Contractor shall perform all activities defined in these General Requirements and other related Sections. This contract is a single contract for complete and useable facilities generally consisting of the installation, testing and restoration of Electric Utility Substructure and Facilities.
1. The Contractor will provide substructure and infrastructure installation services as required in the Contract Documents.
 2. The Contractor will test the installed substructures and certify it is free of damage and ready for utility cable installation or other purposes as required in the Contract Documents.
 3. The Contractor will provide all labor, equipment, parts and installation to install the substructure and support facilities according to the specifications outlined in the Contract Documents.
 4. The Contractor will provide all labor, equipment, parts and tooling to install underground and overhead facilities, to perform surface restoration as required at those locations and install other infrastructure as required in the Contract Documents.
 5. The Contractor will provide all labor, engineering and equipment necessary to prove full infrastructure system as required.
 6. The Contractor will be responsible that all characteristics and equipment specified in the drawings will be fully installed and functional. Contractor will provide full and complete documentation of facilities installed and work performed according to the Contract Documents.
 7. The work will include the use of a combination of new and existing conduits, manholes, vaults, pullboxes, etc. as identified on Call Order drawings. The majority of the new conduit installation will be accomplished with industry accepted directional boring and trenching methods. Hand digging will be required inside all substations to avoid damaging existing conduits and ground grids and pot holing at all utility crossings prior to boring. All new and existing conduit will include pull tape. All existing conduits, manholes, vaults, pullboxes, etc. utilized will be verified and completely rodded and cleaned prior to installation of pull tape or tying into new conduit. The Contractor will assure all conduit or other pathways will have clear and unobstructed access into the existing substructures.

SECTION 01100

SUMMARY OF WORK

- B. The Work of this Contract comprises construction of all the Work indicated in the Call Orders, described in the Specifications, or otherwise required by the Contract Documents.
- C. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work described in the Call Orders.
- D. Contractor's use of the premises for Work and storage is limited to the area indicated in the Call Orders.
- E. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at each Site.

2.3 BID ITEMS, ALLOWANCES, AND ALTERNATES

- A. The specific Work and associated Unit Price Schedules to be included in the Bid are more fully described in DOCUMENT 00311 – Unit Price Bids, DOCUMENT 00312 – Unit Daily/Hourly Rates, and Section 17100, UNIT PRICING LIST DEFINITIONS.
- B. Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid Items or prices therefore.
- C. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01200 (Measurement and Payment).
- D. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item (whether based on Unit Price or Daily/Hourly Rates).
- E. Descriptions of Bid Items (listed by Bid Item Numbers). Bid items are not intended to be exclusive descriptions of work categories and Bidder shall determine and include in its pricing all submittal preparation, general conditions, general requirements, materials, labor, and equipment necessary to complete each Bid Item as shown and specified:
 - 1. Bonds and Insurance. The sum of Bid Item prices paid shall be full payment for all Bonds and Insurance required by Document 00700 (General Conditions).
 - 2. Safety Plan and Programs. The sum of Bid Item prices paid shall be full payment for providing the Safety Plan and programs as required by Section 001540 (Site Security and Safety) and Document 00700 (General Conditions).
 - 3. Mobilization/Demobilization. The sum of Bid Item prices paid shall be full payment for initial mobilization at Project commencement and cleanup and demobilization at Final Completion of Work to be completed.

SECTION 01100

SUMMARY OF WORK

4. Clearing and Grubbing. The sum of Bid Item prices paid shall be full payment for removing and disposing of landscaping and shrubs, removing vegetation, bushes, stumps, roots of down trees, brush, grass, weeds, and other objectionable material, within the limits of the project.

- F. Contingency Reserve (NONE)
- G. Allowances: (NONE)
- H. Alternates: (NONE)

2.4 WORK UNDER OTHER CONTRACTS

Work at the site performed by others includes the following: Various testing contractors.

2.5 FUTURE WORK (N/A)

2.6 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate City operation requirements during the construction period; coordinate construction schedule and operations with City.
- B. Contractor acknowledges that shoring may be required to maintain a safe excavation and protect facilities or pipelines, including both existing and recently constructed under this Contract. All expenses for shoring of excavations for construction of basins and pipelines shall be included in the appropriate bid items.

2.7 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 7:30 a.m.-4:30 p.m. local time.
- B. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from City in writing at least 48 hours in advance and City approves in its sole discretion. In the case of Work by Contractor after normal working hours, Contractor shall be responsible for any additional inspection costs incurred by the City. Such costs may be withheld from any succeeding monthly progress payment.
- C. Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from City or the owning utility prior to undertaking connections.

Contractor shall protect facilities against deleterious substances and damage.

2.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with City and any City forces, or other contractors and forces, as required by Document 00700 (General Conditions), paragraph 6.
- B. Employ a full time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

SECTION 01100

SUMMARY OF WORK

- C. Existing utilities and facilities must be kept in continuous operation throughout the construction period except for shutdown times previously agreed upon by City. Scheduling of shutdown times shall be coordinated with City by Contractor in strict accordance with Paragraph 1.7, Work Days and Hours. Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.
- D. Contractor shall coordinate the infrastructure construction schedule with the schedule of Silicon Valley Power for normal service installation.

2.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide City with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces.
- F. Asbestos Removal. If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.

Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of City that it has successfully completed at least three asbestos removal projects, that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.

Asbestos Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to City before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.

SECTION 01100

SUMMARY OF WORK

- G. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefor.

2.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow City to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by City shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City occupancy.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and City shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. City shall pay for utility cost arising out of occupancy by City during construction.
- E. Use and occupancy by City prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City.
- F. Prior to date of Final Acceptance of the Work by City, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).
- G. Use by City of Work or part thereof as contemplated by this Section 01100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of any of the conditions thereof.
- H. City may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 6 of Document 0100. Notify City in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City to issue a Certificate of Substantial Completion for that part of the Work.

SECTION 01100

SUMMARY OF WORK

2.11 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Project Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of City or other contractor.
- E. Parking, storage, staging, and work areas shall be coordinated with the City, and comply with all other Contract documents requirements.

2.12 LINES AND GRADES

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.
- B. City shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.
- C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as City (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.
- D. Contractor shall keep City informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by City may be done with minimum inconvenience to City and minimum delay to Contractor.
- E. Contractor shall remove and reconstruct Work which is improperly located.

2.13 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, fiber-optic, hot water, and other similar items and utilities that are known to City.
- B. Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
- C. Additional utilities whose locations are unknown to City are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City for disposition.
- D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).

SECTION 01100

SUMMARY OF WORK

- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).

2.14 DAMAGE TO EXISTING PROPERTY

- A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, City.
- B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

2.15 DUST CONTROL

- A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
 - 1. All construction locations with active excavation shall be watered at least twice daily.
 - 2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
 - 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
 - 4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
 - 5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
 - 6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens

2.16 PARKING

Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, City's operations, or construction activities.

SECTION 01100

SUMMARY OF WORK

2.17 LAYDOWN/STAGING AREA

Offsite areas for laydown/staging have not been secured by the City. It is the Contractor's responsibility to secure laydown/staging areas. The City may facilitate conversations between the Contractor and adjacent property owners for laydown/staging areas.

2.18 PERMITS

Applicable permits: Permits, agreements, or written authorizations that are known by the City to apply to this project are listed below:

- A. Cal/OSHA Permit. The Contractor shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:
- Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - Construction or demolition of any building, structure, or scaffolding for false work more than three stories high, or the equivalent height (36 feet).
 - Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00700 (General Conditions).

2.19 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor shall reimburse City for these visits.

2.20 ACTUAL DAMAGES FOR VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in paragraph 15.5 of Document 00700 (General Conditions), City may incur actual damages resulting from loss of use of any permit described in this Section 01100, or from use in violation of legal or regulatory requirements where the violations result from Contractor's activities.
- B. Contractor shall be liable for and shall pay City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in paragraph 15.5 of Document 00700 is not intended to include, nor does the amount include, any damages incurred by City for reasons other those listed in that paragraph. Any money due or to become due to Contractor may be retained by City to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, City shall have the right to recover the balance from Contractor or its sureties.

SECTION 01100

SUMMARY OF WORK

2.21 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

2.22 WORK AT ELECTRIC UTILITY POWER SUBSTATIONS

The project may include modifications of or additions to existing utility infrastructure facilities. It is imperative that existing facilities continue to operate, in compliance with permit requirements, throughout the duration of contract work. The Contractor shall carry out construction activities in a manner that does not disrupt Electric Utility Power Substation operations.

Contractor shall schedule all construction activities that affect the operation of the facilities with City. The Contractor shall provide all labor, equipment, and materials required to maintain the permitted operation on a temporary basis whenever usual Electric Utility Power Substation activities must be interrupted by work on this project. Any temporary operating arrangement shall comply with the Electric Utility's scheduling requirements. Any violation of these requirements may result in fines or other costs to the City. The Contractor shall be responsible for any and all costs, including attorneys' fees, incurred as a result of any violation or threatened violation of schedule requirements where the violation or threatened violation arises out of or in connection with Contractor's construction activities. This remedy is in addition to any other remedy existing under this contract.

Contractor is referred to paragraph 1.20 of this Section 01100 for information about actual damages.

2.23 CONSTRUCTION SITE ACCESS

Contractor shall at all times limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Contractor's access gate, at the location indicated on the Drawings. Access for construction personnel shall be limited to 7:00 a.m. to 5:00 p.m. local time. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address (at Contractor's gate), specifically arranged by Contractor for the Project. Contractor is responsible for providing adequate signage to alert delivery persons to the new address.

2.24 SPECIFICATION DATA SHEETS AND SCHEDULES

Specifications may have data sheets and schedules as part of specific specification sections. Locations for data entries on the data sheets and schedules may be left blank intentionally. Each line where data may be entered on the data sheet has a selection box in the column "Chk". When the box for a line is checked and no data is entered in the respective line, this indicates that no data is required for that line of the data sheet.

Other standard codes which apply to the Work are designated in the Specifications.

SECTION 01100

SUMMARY OF WORK

2.25 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to City or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except City's employees) to observe the same regulations as Contractor requires of its employees.

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE (N/A)

2.2 CITY-FURNISHED PRODUCTS

A. City's Responsibilities:

1. Arrange for and deliver City-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
2. Arrange and pay for delivery to City's Utility yard.
3. Inspect products jointly with Contractor prior to Contractor pickup.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:

1. Review City-reviewed Shop Drawings, Product Data, and Samples.
2. Inspect and pickup accepted products at City Utility yard. Deliver and unload products at site.
3. Handle, store, install, and finish products.
4. Repair or replace items damaged after receipt.
5. Install into Project per Contract Documents.

PART 3 EXECUTION – NOT USED

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SECTION 01100
SUMMARY OF WORK

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SECTION 01250

MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. This section describes general procedural requirements for alterations, modifications and extras.

B. Related Sections

1. Section 01100: Summary of Work
2. Section 01200: Measurement and Payment

1.02 GENERAL

A. Any change in scope of work or deviation from Contract Documents, including without limitation extra work, or alterations or additions to or deductions from the original work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

B. Only Contractor or City may initiate changes in scope of Work, or deviation from Contract Documents.

1. Contractor may initiate changes by submitting Requests For Information (RFI)

- a. RFI's shall be submitted to seek clarification of Contract Documents.
- b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700, General Conditions.
- c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700, General Conditions.

C. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation. Contractor shall be responsible for both City and its Engineer's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City; at City's discretion, such costs may be deducted from progress payments or final payment.

1. City may initiate changes in the Work or Contract Times by issuing a Request for Proposal (RFP) or a Field Instruction (FI) to Contractor. Such RFPs or FIs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Times from Contractor.

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2. City may also by Field Instruction, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Field Instruction shall be used in the absence of total agreement on the terms of a Change Order.

City may also, by Construction Change Directive (CCD), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by City only.

1.03 PROCEDURE

- A. Cost Proposal and Procedures: Whenever Contractor is required in this Section 01250 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to City for consideration a Cost Proposal using the form attached to this Section 01250. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Section 01250. After receipt of a Cost Proposal with a detailed breakdown, City will act promptly thereon.
 - a. If City accepts a Cost Proposal, City will prepare Change Order for City and Contractor signatures.
 1. If Cost Proposal is not acceptable to City because it does not agree with cost and/or time included in Cost Proposal, City will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 01250, Contractor shall have seven Days in which to respond to City with a revised Cost Proposal.
 2. When necessity to proceed with a change does not allow the City sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), City may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed
 2. Request for Information: Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to City. Contractor shall use RFI format provided by

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City. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

3. City will respond within seven Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
4. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
5. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to City clarifying original RFI. Additionally, City may return RFI requesting additional information should original RFI be inadequate in describing condition.
6. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify City in writing within seven Days after receiving the response. If City disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within 30 days. If City agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

C. Differing Site Conditions – Procedure.

Contractor shall submit Requests for Information to resolve problems regarding differing site conditions encountered in the execution of the Work. Procedures in Paragraph 13.D of Document 00700 General Conditions shall be followed. If City determines that a change in Contract Sum or contract Times is justified, City shall issue a Field Instruction.

D. Hazardous Waste Conditions – Procedure.

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MODIFICATION PROCEDURES

Contractor shall submit Requests for Information to resolve problems regarding hazardous materials encountered in the execution of the Work. Procedures in Paragraph 13.E of Document 00700 General Conditions shall be followed. If City determines that a change in Contract Sum or contract Times is justified, City shall issue a Field Instruction.

E. Supplemental Instruction – Procedure.

City may issue Supplemental Instructions to Contractor using the Field Instruction form. Contractor shall not proceed with Supplemental Instruction until one of the two following conditions has been met.

1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Times, then the Contractor shall initial the Field Instruction containing the Supplemental Instruction, and Contractor shall proceed with the work outlined in the Field Instruction without a Change Order.
2. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Times, Contractor shall submit a Cost Proposal to City, referencing the related Field Instruction Number. City may then deny request for change, cancel Supplemental Instruction, review the Cost Proposal following the procedures above, or issue a Change Order.

F. Construction Change Directives:

If at any time City believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, City may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City's CCD within 10 Days.

Contractor's response must be any one of following:

- a. Return CCD signed, thereby accepting City's response, time and cost.
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City so requests.
 - c. Give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim with 30 days.
2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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- a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Unit prices stated in the Contract Documents or subsequently agreed upon.
 - c. Cost to be determined in a manner agreed.
3. CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
 4. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 00700 (General Conditions). Contractor shall keep and present, in such form as City may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraph of this Section 01250.
 5. Pending final determination of cost to City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to City for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by City. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

G. City Requested RFP – Procedure.

1. City Requested RFP: Contractor shall furnish a Cost Proposal within 21 Business Days of City's RFP. Upon approval of RFP, City will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, City may either issue a CCD or decide the issue per Article 12 of Document 00700 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.
2. Differing Site Conditions: Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to paragraph 13.4 of Document 00700 (General Conditions), which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.

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3. Hazardous Waste Conditions: Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to paragraph 13.5 of Document 00700 (General Conditions), which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.

H. Field Instruction – Procedure.

Unless otherwise direct, upon receipt of a Field Instruction, Contractor shall promptly proceed with the change in the work involved and advise City of Contractor's agreement or disagreement with the method, if any, provided in the Field Instruction for determining the proposed adjustment in the Contract Sum or Contract Time.

1. If the Field Instruction provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Unit prices stated in the Contract Documents or subsequently agreed upon
 - c. On a not to exceed amount, which shall be expended based on time and material records of the work prepared and submitted each day by the Contractor to the City in conformance with the Force Account procedures outline in Paragraph 1.06 of this Specification 01250. These record sheets shall itemize all work performed on the Field Instruction work scope. All time and material records must be signed by the City's field representative indicating their agreement that the claimed work occurred. The signature of the City's field representative on the time and material record sheets does not constitute City agreement that the listed work is a contract change or that it is eligible for extra payment.
 - d. Cost to be determined in a manner agreed.
2. A Field Instruction signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
3. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by City on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase

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in the Contract Sum, a reasonable allowance or overhead and profit. If the parties still do not agree on the price for a Field Instruction, Contractor may file a claim per Paragraph 12 of Document 00700 General Conditions. Contractor shall keep and present, in such form as City may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.04 and 1.05 below.

4. Pending final determination of cost to City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to City for a deletion or change, which results in a net decrease in the Contract Sum, shall be actual net cost as confirmed by City. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
5. When both additions and credits are included in a Field Instruction, RFP or a any request for additional compensation by Contractor, the Contractor's or Subcontractor's cost estimate shall first calculate the net add or deletion of the changed work before multiplying the quantity of work by the unit cost of the labor, material or equipment.

I. All Changes.

Documentation of Change in Contract Sum and Contract Time

1. Contractor shall maintain detailed records of work done on a time and material basis.
2. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
3. Contractor shall, on request, provide additional data to support computations for:
 - a. Quantities of products, materials, labor and equipment.
 - b. Taxes, insurance and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time and new update of Baseline Schedule showing revision due, if any.
 - e. Credit for deletions from Contract, similarly documented.

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4. Contractor shall support each claim for additional costs, and for work done on a cost and percentage basis, with additional information including:
 - a. Credit for deletions from Contract, similarly documented.
 - b. Origin and date of claim.
 - c. Dates and times work was performed and by whom.
 - d. Time records and wage rates paid.
 - e. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

J. Correlation of Subcontractor Submittals

1. Contractor will revise Schedule of Values and Application for Payment forms to record each authorized Change Order or Field Instruction as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Baseline Schedule updates prior to the next monthly pay period.
3. Contractor shall enter changes in Project Records and Documents prior to the next monthly pay period.

- K. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.

1.04 COST DETERMINATION

- A. Total cost of extra work or of work omitted shall be the sum of labor costs, material costs, equipment rental costs and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra work, whether calculating Cost Proposals, Change Orders or Field Instructions, 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. Contractor may recover no other costs arising out of or connected with the performance of extra work, of any nature. No special, incidental or consequential damages may be claimed or recovered against City, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

- B. Overhead and Profit:

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1. Overhead shall be as defined in Paragraph 1.08 of this Section 01250.
 2. Overhead and profit on labor for extra work shall be 15 percent (15%).
 3. Overhead and profit on materials for extra work shall be 15 percent (15%).
 4. Overhead and profit on equipment rental for extra work shall be 10 percent (10%).
 5. When extra a first tier subcontractor performs work, Contractor shall receive a 5 percent (5%) markup on subcontractors' total costs of extra work. First tier subcontractor's overhead and profit on its work shall not exceed 15 percent (15%).
 6. When extra work is performed by a lower tier subcontractor, Contractor shall receive a maximum total markup of 5 percent (5%) and the first tier subcontractor shall receive a maximum total of five percent (5%) on the lower tier subcontractors' total costs of extra work, which shall not include overhead and profit that exceeds 15 percent (15%).
 7. Notwithstanding the foregoing, in no case shall the total overhead, profit and markup on any extra work exceed twenty-five percent (25%) of the direct cost, notwithstanding the actual number of contract tiers.
 8. On proposals covering both increases and decreases in Contract Sum, overhead, profit and commission shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed.
 9. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.
- C. Taxes, Bonds & Insurance:
1. City of Santa Clara and County of Santa Clara Sales Taxes should be included.
 2. Federal and Excise Taxes shall not be included.
 3. The Contractor's Bond and Insurance costs on first tier subcontractors shall be shown separately and applied to the work by first tier subcontractors and is not included in the 5% markup limitations, nor included in the 15% limitation for the Contractor. The Contractor must provide written support documentation to justify any bond and insurance costs, but these costs shall not exceed 1.75% for the

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Contractor. Bond and Insurance Costs for any tier subcontractor are included in the markup limitations for overhead and profit.

D. Owner Operated Equipment

When owner-operated equipment is used to perform extra work, Contractor will be paid for equipment and operator as follows:

1. Payment for equipment will be made in accordance with Paragraph 1.05.C of this Section 01250.
2. Payment for cost of labor will be made at no 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.

5. Accord and Satisfaction:

Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00700 no later than 30 days of Contractor's first written notice of its intent to reserve rights.

F Labor Productivity Rates:

Labor productivity rates shall be determined based on review of existing project conditions and review of labor productivity rates for this area that are included in RS Means Building, Electrical, Mechanical, and Plumbing Cost Date Publications, and Saylor Publications Current Construction Costs, which are in effect on the date upon which extra work is accomplished and which publication is incorporated herein by reference as though fully set forth herein. If agreement cannot be reached with the Contractor regarding labor productivity rates, the labor productivity rates for this area included in the RS Means Publications for new construction shall take precedence.

1.05 COST BREAKDOWN

A. Labor - Contractor will be paid cost of labor for workers (including working forepersons when authorized by City) used in actual and direct performance of extra

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work. Labor rate, whether employer is Contractor, subcontractor or other forces, will be sum of following:

1. Actual Base Wages - Actual base wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation and similar purposes as depicted in the Union Wage Rate Recap (Base Wage) included in the Saylor Publications 2002 Current Construction Costs.
2. Labor Surcharge - Payments imposed by local, county, state and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in subparagraph 1 above, such as taxes and insurance. The Labor Surcharge is set forth in Saylor Publications 2002 Current Construction Costs (i.e., Payroll Taxes, Supervision, & Workers Compensation), which is in effect on date upon which extra work is accomplished, and is incorporated herein by reference as though fully set forth herein.

B. Material - The City will only pay for materials furnished by Contractor and necessarily used in performance of extra work. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, subcontractor or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to City notwithstanding fact that such discount may not have been taken.
2. For materials salvaged upon completion of extra work, salvage value of materials shall be deducted from cost, less discounts, of materials.
3. If cost of a material is, in opinion of City, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in subparagraph 1 above.

C. Equipment Rental

For Contractor or subcontractor-owned equipment, payment will be made at rental rates listed for equipment in the most recent addition of **The Association of Equipment Distributors (AED) Green Book**, which is in effect on date upon which extra work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for

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equipment of proper size and type. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication or having a replacement value of two hundred dollars (\$200) or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra work being performed or on standby as approved by City. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be one-half (1/2) hour of operation.
 - b. When daily rates are listed, less than four (4) hours of operation shall be considered to be one-half (1/2) day of operation.
2. For equipment that must be brought to Site to be used exclusively on extra work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. City will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
 - d. Payment for transporting and loading and unloading equipment as above provided will not be made if equipment is used on Work in any other way than upon extra work.
3. Rental period shall begin at time equipment is unloaded at Site of extra work and terminate at end of day on which City directs Contractor to discontinue use of equipment. Excluding Saturdays, Sundays, and legal holidays, unless equipment is

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used to perform extra work on such days, rental time to be paid per day shall be four (4) hours for zero (0) hours of operation, six (6) hours for four (4) hours of operation and eight (8) hours for eight (8) hours of operation, time being prorated between these parameters. Hours to be paid for equipment, which is operated less than eight (8) hours due to breakdowns, shall not exceed eight (8) less number of hours equipment is inoperative due to breakdowns.

D. Work Performed by Special Forces or Other Special Services

When City and Contractor, by agreement, determine that special service or item of extra work cannot be performed by forces of Contractor or those of any first tier or lower 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. City must be notified in advance of all off-site work. To specialist invoice price, less credit to City for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent (15%) in lieu of overhead and profit provided in Paragraph 1.04.B of this Section 01250.

1.06 FORCE-ACCOUNT

- A. If it is impracticable because of nature of work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by City. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.04 and 1.05 of this Section 01250.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed work prior to the start of that work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between City and Contractor have broken apart and a bilateral agreement on the value of the changed work cannot be reached. City may approve other uses of Force-Account Work.

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- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City each day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding work day as required herein. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.
- D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City when seventy-five percent (75%) of the not-to-exceed amount has been expended.
- E. Force-Account Work shall be paid as extra work under this Section. Above described methods of determining payment for work and materials shall not apply to performance of work or furnishings of material, which, in judgment of City, may properly be classified under items for which prices are established in Contract Documents.

1.07 CITY FURNISHED MATERIALS

City reserves right to furnish materials, as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.08 OVERHEAD DEFINED

The following constitutes charges that are deemed included in overhead for all contract modifications, including Force-Account Work, and work required by Field Instructions, whether incurred by Contractor, subcontractors, or suppliers:

1. Drawings: field drawings, sketches, etc. including submissions of drawings
2. Routine field inspection of work proposed
3. General Superintendence
4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
5. Computer services
6. Reproduction services
7. Salaries of project engineer, superintendent, timekeeper, storekeeper and administrative assistants, secretaries
8. Janitorial services
9. Temporary on-site facilities
 - a. Offices
 - b. Telephones
 - c. Plumbing

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- d. Electrical: Power, lighting
- e. Platforms
- f. Fencing, etc.
- g. Water
- 10. Home office expenses.
- 11. Subcontractor Insurance and Bond Premiums/Costs.
- 12. Procurement and use of vehicles and fuel used coincidentally in base bid work.
- 13. Surveying
- 14. Estimating
- 15. Protection of work
- 16. Handling and disposal fees
- 17. Small tools and equipment valued at less than \$200.
- 18. Consumables and attrition
- 19. Cartage and Vertical transportation (Elevators, Vertical Resource Lifts, etc.)
- 20. Trucking within 50 miles of the Project Site
- 21. Parking expenses of any field labor, foreman, office personnel and superintendents
- 22. Employee truck and gas expenses
- 23. Cleanup as a result of change order work
- 24. Final cleanup
- 25. Other incidental work

1.09 RECORDS AND CERTIFICATION

- A. Force-Account (cost reimbursement) charges shall be recorded daily upon Cost Breakdown for Contract Modification Form. Contractor or authorized representative shall complete and sign form. Contract Modification Form shall provide names and classifications of workers and hours worked by each, itemize materials used, and also list size type and identification number of equipment, and hours operated, and shall indicate work done by specialists.
- B. No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges. No payment for Field Instruction Work shall be made until negotiations have been completed and the subsequent Change Order issued.

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- C. City shall have the right to audit all records in possession of Contractor or first tier subcontractors or lower tier subcontractors relating to activities covered by Contractor's claims for modification of Contract, including Force-Account Work and Field Instruction Work, as set forth in Document 0700 General Conditions.
- D. Further, City shall have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of City shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTIONS

Not applicable to this section.

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COST
PROPOSAL

**CITY OF SANTA CLARA ELECTRIC SUBSTRUCTURE MASTER CONSTRUCTION
AGREEMENT**

Date:

Project Number #XXXX

In Response To _____

**City Project Office
1500 Warburton Avenue
Santa Clara, CA 95050**

Subject Ref. No: _____

(650) _____
(for Project Manager use only)

From: _____

To: City of Santa Clara

This Cost Proposal is in response to the above referenced form

Brief description of change(s):

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ITEM DESCRIPTION						
Material						
Direct Labor Cost						
Equipment						
Other (Specify) Extended Overhead						
Total Cost						
Subcontractor's Overhead and Profit 15%						
Contractor's Overhead and Profit 15%						

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O/P to Contractor For Subcontractor' work at 5%						
Bond and Insurance						
(% of total cost above not including any OIP)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME DAYS						

By: _____

Contractor

Signature: _____ **Date:** _____

END OF SECTION

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MODIFICATION PROCEDURES

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SECTION 01315
PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

- A. This section describes the required project meetings for this Work. These meetings include:
 - 1. Preconstruction Conference.
 - 2. Initial Contract Schedule Review Meeting.
 - 3. Weekly Progress Meetings.
 - 4. Progress Schedule and Billing Meetings.
 - 5. Special Meetings.
 - 6. Safety Meetings
 - 7. Utility Coordination Meetings

- B. Related Sections.
 - 1. Section 01100: Summary of Work
 - 2. Section 01200: Measurement and Payment
 - 3. Section 01320: Progress Schedules and Reports
 - 4. Section 01330: Submittals

1.02 PRECONSTRUCTION CONFERENCE

- A. City will call for and administer Preconstruction Conference at time and place to be announced. Conference will occur as soon after award as can be reasonably scheduled.

- B. Contractor, all subcontractors, and major suppliers shall attend Preconstruction Conference.

- C. Agenda will include, but not be limited to, the following items.
 - 1. Schedules
 - 2. Personnel and vehicle permit procedures
 - 4. Use of premises
 - 5. Location of the Contractor's on-site facilities

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PROJECT MEETINGS

6. Security
 7. Housekeeping
 8. Submittals and Requests for Information procedures
 9. Inspection and testing procedures, on-site and off-site
 10. Utility shutdown procedures
 11. Control and reference point survey procedures
 12. Injury and Illness Prevention Program
 13. Contractor's Initial Contract Schedule
 14. Contractor's Schedule of Values/Cost Loaded Schedule
 15. Contractor's Schedule of Submittals
 16. Turnover Procedures for Contract Items
- D. City will distribute copies of minutes to attendees. Attendees shall have 7 days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of conference.

1.03 INITIAL CONTRACT SCHEDULE REVIEW MEETINGS

- A. Contractor shall meet with the City after the Award of Contract and before the Notice to Proceed and review Contractor's draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Draft Initial Contract Schedule.
- B. Authorized representative in Contractor's organization, designated in writing, that will be responsible for working and coordinating with City relative to preparation and maintenance of schedules shall attend initial review meeting.
- C. Contractor shall meet as required in Section 01320 to review the schedule requirements and provide schedules in compliance with Specification Section 01320.
 1. Contractor shall have its construction manager, general site superintendent, scheduler, and key subcontractor representatives, as required by City, in attendance. The meeting will take place over a continuous one-day period.
 2. City's review will be limited to submittal's conformance to Contract Documents requirements, including, but not limited to, coordination requirements. City's review may also include:
 - a. Clarifications of Contract Requirements.

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PROJECT MEETINGS

- b. Directions to include activities and information missing from submittal.
- c. Requests to Contractor to clarify its schedule.
- 3. After the Schedule Review Meeting, Contractor shall respond in writing in accordance with the requirements of Specification Section 01320 to all questions and comments expressed by City at the Meeting.
- D. City will administer scheduling meetings and shall distribute minutes of scheduling meetings to attendees by posting said meetings on the project website. Attendees shall have 7 calendar days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of conference.

1.04 WEEKLY PROGRESS MEETINGS

- A. City will schedule and administer Weekly Progress Meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by City.
 - 1. Meetings shall be held at City Construction Manager's on-site office, unless otherwise directed by City.
 - 2. The meeting minutes will be the agenda for the subsequent progress meeting.
 - 3. A City representative will preside at meeting.
 - 4. The City will distribute minutes to Contractor by posting said meetings on the project website, which is described in Specification Section 01318. Minutes will constitute final memorialization of results of meeting.
- B. The Contractor's construction manager, general site superintendent, major subcontractors and suppliers, City, Engineer, and others as appropriate shall attend progress meetings to review and discuss agenda items.
- C. Agenda will contain the following items as appropriate:
 - 1. Review, revise and necessary, and approve previous meeting minutes
 - 2. Review of work progress since last meeting
 - 3. Status of Construction Work Schedule, delivery schedules, adjustments
 - 4. Submittal, RFI, Field Instructions and Change Order status
 - 5. Other items affecting progress of work
 - 6. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents

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PROJECT MEETINGS

1.05 PROGRESS SCHEDULE AND BILLING MEETINGS

- A. A meeting will be held once each month in accordance to Specification Sections 01200 and 01320 to review the schedule update submittal and progress payment application. The Contractor shall provide the required schedules and progress payment information prior to the meeting in accordance Specification Sections 01200 and 01320.
1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; time impact evaluations for change orders and time extension request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated contractor delays.
 2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's Construction Manager, General Superintendent and Scheduler shall attend these meetings.
 3. Contractor shall plan on the meeting taking no less than four (4) hours.

1.06 SPECIAL MEETINGS

- A. Special meetings may be called by any party by notifying all desired participants and City 5 days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of Work, City shall have authority to require the Contractor to attend meetings with any or all of the subcontractors engaged in Work or contractors in other work, and notice of such meetings shall be duly observed and complied with by Contractor.
- C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Division 0 through 17 of the Contract Specifications. Contractor shall give City written notice of coordination meetings within 5 calendar days. Participation by representatives of the City is optional. Contractor shall maintain and distribute minutes of coordination meetings to all attendees and the City. Attendees shall have 7 days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.
- D. Contractor shall schedule pre-construction meetings before the Contractor or its subcontractors commence any type of new work in the field. The City shall be notified in writing 2 workdays in advance of all pre-construction meetings. At a minimum, the purpose of these meetings is to review plans, specifications and reviewed submittals before new work commences to facilitate the completion of work in accordance with the Contract Documents. The City's Construction Manager and the Engineer shall be invited

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PROJECT MEETINGS

to attend these meetings and the Contractor shall be responsible for presiding at these meeting, as well as preparing and distributing meeting minutes within 3 work days of each meeting.

1.07 SAFETY MEETINGS

- A. Contractor shall conduct monthly Contractor Safety Committee meetings.
- B. Contractor shall conduct weekly toolbox safety talks.

1.08 UTILITY COORDINATION MEETINGS

- A. Contractor shall plan, coordinate and schedule meetings with all utility companies and City forces installing utilities. The City's Construction Manager and the Engineer shall be invited to attend these meetings and the Contractor shall be responsible for presiding at these meeting, as well as preparing and distributing meeting minutes within 3 work days of each meeting. Additional requirements regarding the coordination and scheduling of utility work by others is included, but not limited to, Specification Section 01100, Summary of Work, the Contract General Conditions and the Contract Drawings.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTIONS

Not used.

END OF SECTION

SECTION 01330

SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

A. This section describes general requirements for submittals for the Work:

1. Procedures
2. Schedule of Shop Drawing and Sample Submittals
3. Safety Plan
4. Progress Schedule
5. Product Data
6. Shop drawings
7. Samples
8. Coordination Drawings (Optional If Applicable)
9. Quality Control Submittals
 - a. Design Data
 - b. Test Reports
 - c. Certificates
 - d. Manufacturers' Instructions
 - e. Material Safety Data Sheets
10. Machine Inventory Sheets
11. Operations and Maintenance Manuals
12. Computer Programs
13. Project Record Documents

B. Related Sections

1. Section 01100: Summary of Work
2. Section 01200: Measurement and Payment
3. Section 01250: Modification Procedures

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4. Section 01320: Progress Schedules and Reports
5. Section 01540: Site Security and Safety
6. Section 01770: Contract Closeout
7. Section 01780: Project Record Documents

1.02 PROCEDURES

- A. Submit at Contractor's expense, in multiple sets, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Coordination Drawings, Traffic Plan, Contract Schedules, Product Data, Shop Drawings, Samples, Storm Water Pollution Prevention Plan, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents Seismic Submittal Review Forms, where specified in Division 2 through 16. Forms are attached at the end of this Section 01330, required by the Contract Documents. Submit these submittals simultaneously to City at the Site and to the Engineer at their office for review in accordance with accepted schedule of Shop Drawings and Samples submittals.
- B. Transmit each original and copy of each item with a submittal cover and a single transmittal form provided by City. Identify Project; Contractor, subcontractor, major supplier, pertinent drawing sheet and detail number, and specification section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this project. Submittals shall be submitted based on each technical specification section. Submittals containing information about more than one specification section will be returned for resubmittal. Submittals shall include all information requested by each specification section. (No partial submittals.) Incomplete submittals will be returned without review. Provide a log number and reference to Specifications Section and/or Plan sheets and details, for each submittal for ease of identification of submittal, in the format required by the City provided submittal transmittal form. If the Contractor fails to provide the required information the submittal will be returned as incomplete without review. The Contractor shall include in its Initial Contract Schedule and subsequent Baseline Schedule updates at least **twenty-one (21) calendar days** for the review of shop drawings. The City reserves the right to increase the review period for selected shop drawings and other submittals, which will be communicated at the time of the City's review of the Contractor's Initial Contract Schedule. Submittals which require finishes or colors to be selected by the Engineer will be held and reviewed together after all related materials have been submitted.

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- C. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the materials and equipment Contractor proposes to provide and to enable City review of the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as may be required to enable to review of the submittal. The number of each Sample to be submitted shall be three unless otherwise specified in the Specifications.
- D. At the time of each submission, Contractor shall give City specific written notice of all variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the submittal transmittal form, and the information shall also be noted on the submittal cover sheet. In addition, Contractor shall cause a specific notation to be made on each Shop Drawing and Sample submitted for review of each such variation. If City accepts deviation, City shall note its acceptance on the returned submittal transmittal form and, if necessary, issue appropriate Contract Modification.
- E. Submittal coordination and verification is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Before submitting each Shop Drawing or Sample, Contractor shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents, and shall have determined and verified:
1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto.
 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
 3. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- F. Contractor's submission to City of a Shop Drawing or Sample submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that submittal.

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- G. Designation of work "by others", if shown in submittals, shall mean that work will be responsibility of Contractor rather than subcontractor or supplier who has prepared submittals.
- H. After review by City or Engineer of each of Contractor's submittals, one set of submittals will be returned to Contractor with actions defined as follows:
1. REVIEWED- Reviewed subject to contract requirements and its compatibility with future submittals for portions of the work not covered in this submittal. Does not constitute approval of deletion of specified or required items unless specifically noted in Submittal.
 2. REVIEWED AS NOTED (NO RESUBMISSIONS REQUIRED) - "Reviewed subject to making corrections noted and to contract requirements..." Reviewed subject to contract requirements and its compatibility with future submittals for portions of the work not covered in this submittal. Does not constitute approval of deletion of specified or required items unless specifically noted in Submittal.
 3. REVISE AND RESUBMIT – Significant comments or complexity that must be resolved by Contractor, and resubmitted for subsequent review by City, before work can proceed. .
 4. REJECTED - RESUBMIT - Submitted material does not conform to Plans and Specifications in major respect. Resubmit in conformance with Contract Documents.
- I. Contractor shall make a complete and acceptable submittal (i.e. a submittal receiving a reviewed or reviewed as noted status) at least by second submission. City reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if following the second submittal, which City determines falls within categories 3 or 4 above, the Contractor does not provide a subsequent re-submittal that obtains a category 1 or 2 review by the City or Engineer.
- J. Favorable review will not constitute acceptance by City of any responsibility for the accuracy, dimensions, or coordination and completeness of the submittals. Accuracy, dimensions, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from City's review before fabrication. Contractor, subcontractors, or suppliers may prepare submittals, but Contractor shall ascertain that submittals meet requirements of Contract Documents, while conforming to structural space and access

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conditions at point of installation. City's review will be only to determine if the items covered by the submittals conform to the information given in the Contract Documents and if they are compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by City, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed. Favorable review shall be considered to mean merely that City has no objection to Contractor using, upon his own full responsibility, the plan or method of work proposed, or materials and equipment proposed.

- K. City's review does not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review of separate item's does not indicate review of the assembly in which the item functions.
- L. Submit complete initial submittal for those items where required by individual specification Sections. Complete submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in technical specifications, include motor data and seismic anchorage certifications, where required, and include necessary revisions required for equipment other than that used for the basis of the design. If Contractor submits incomplete initial submittal, submittal may be returned to Contractor without review.
- M. It shall be Contractor's responsibility to copy, conform and distribute reviewed submittals in sufficient numbers for Contractor's files, subcontractors and vendors.
- N. After City's review of submittal, revise as noted and resubmit if required. Identify changes made since previous submittal.
 - 1. Fabrication or work that requires a resubmittal is not allowed until the resubmittal is received as approved by the Contractor. Contractor proceeds at his risks for work and materials which have not been accepted as meeting contract documents.
- O. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- P. All shop drawings and submittals shall be number identified by Contractor, prior to submission to City, in accordance with the following:
 - 1. Contractor shall number each submittal according to the specification section and sequentially within the specification section as the basis for number identification of

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all shop drawings and submittals.

2. Include the submittal number under which each submittal is made on a submittal cover sheet, the form for which will be provided by City, attached to: every copy of each shop drawing, product data, sample, certification, O & M manual, etc.
3. If the submittal is a resubmittal (including without limitation after an initial submittal is rejected, returned not reviewed or marked revise as noted and resubmit), add the suffix designation "-R1" Subsequent re-submittals must be identified by the submittal number followed by "-R" and a sequential number (i.e.: "-R1", "-R2", "-R3", etc.)
4. All submittals shall include all information requested by each specification section. No partial submittals will be accepted unless previously authorized by the City. In the event a partial submittal is authorized, each partial submittal (as opposed to resubmittal) shall be given a suffix letter (i.e. 14240A, 14240B, etc.)
5. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.

Q. Submission Requirements

1. Schedule submissions to provide for at least two complete review cycles before dates so as to cause no delay and to allow adequate time for review, re-submittal and re-review, taking into account complexity of each submittal and inter-relatedness with other submittals reviewed submittals will be needed, to avoid impact to the project schedule.
2. Shop Drawings: The Contractor shall submit two **(2)** copies of shop drawings to the City's Field Office at the Site and four **(4)** copies to the Engineer's office in San Francisco. The City will return one reviewed copy to the Contractor.
3. Submittals: The Contractor shall submit three **(3)** copies of each submittal to the City's Field Office at the Site and four **(4)** copies to the Engineer's office San Francisco. The City will return one reviewed copy to the Contractor.
4. Samples: The Contractor shall submit two **(2)** samples of each product or finish to the City's Field Office at the Site and three **(3)** samples to the Engineer's office in San Francisco. The City will return two samples to the Contractor.
5. If Contractor desires more copies of reviewed submittals, then Contractor shall either submit additional copies or make copies from the returned submittals. Submittals requiring resubmission will require the same quantity and distribution as an initial submittal.

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6. Accompany submittals with submittal cover form attached to each copy of each submittal.
7. Initial Submittal of Installation, Operation, and Maintenance Manuals shall be 45 Days after the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.
8. The following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information, and City's distribution of reviewed submissions. If Contractor needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

SUBMITTAL	Contractor Initial Submittal		City Submittal Review Return	
	# of Original Transparencies	# of Copies/ Prints/ Samples	# of Original Transparencies	# of Copies/ Prints/ Samples
	City	City	Contractor	Contractor
Shop Drawings	2	9	1	1
Product Data	0	9	0	1
Samples	0	4	0	1
Materials Safety Data Sheets	0	5	0	1
Installation, Operation, and Maintenance Manuals	1	5		1
Other Documents	2	9	1	1

- a. Accompany Submittals with Submittal transmittal form, in duplicate, containing:
 - i. Date, revision date, and Submittal log number.
 - ii. Project name and City's Contract number.

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- iii. Contractor's name, address, and job number.
 - iv. Specification Section number clearly identified.
 - v. The quantity of Shop Drawings, Product Data, or Samples submitted.
 - vi. Notification of deviations from Contract Documents.
 - vii. Materials Safety Data Sheet (MSDS) for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
 - viii. Other pertinent data.
- b. Submittal shall include:
- i. Date and revision dates.
 - ii. Revisions, if any, identified.
 - iii. Project Name and Contract number.
 - iv. The names of:
 - 1. Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
 - v. Identification of product material by location within the Project.
 - vi. Relation to adjacent structure or materials.
 - vii. Field dimensions, clearly identified as such.
 - viii. Specification Section number and applicable detail reference number on the Drawings.
 - ix. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
 - x. A blank space, on each Drawing or data sheet, 5" x 4" for the City's stamp.
 - xi. Identification of deviations from Contract Documents.
 - xii. Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.

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R. Resubmission requirements:

1. Shop Drawings:
 - a. Revise initial Shop Drawings or package as required and re-submit.
 - b. Indicate on Shop Drawings any changes, which have been made other than those, requested by Engineer.
2. Product Data and Samples: Submit new Data and Samples as required for initial submittals.
3. Installation, Operation, and Maintenance Manuals:
 - a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.
4. Number of resubmissions:
 - a. One reexamination of Contractor's Submittals that have been returned for correction or replacement will be included in City's budget. Any additional reexamination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through City. Contractor shall pay City (or City may deduct from any progress or final payment), for engineering personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed City.

1.03 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00700 General Conditions. Submit two **(2)** copies of final and accepted schedule of submittals of shop drawings and samples as required by Document 00700 General Conditions, and in no event later than ten **(10)** calendar days following Notice of Proceed.
- B. Schedule of Shop Drawing and Sample Submittals will be used by City to schedule their activities relating to review of submittals. Schedule of submittals shall support the approved Initial Contract Schedule logic and indicate a spreading out of submittals and early submittals of long lead-time items and of items that require extensive review.
- C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by City and shall be revised and resubmitted until accepted by City.

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- D. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the submittal which submittals should be reviewed together. The City may delay return of interrelated submittals when review is dependent on other submittals not yet received. The review period of such groups shall begin with the date of submission of the last member of the group and run for 21 calendar days.

1.04 SAFETY PROGRAM

- A. Submit two (2) copies of Safety Program specific to these Contract Documents to City within the time set forth in Specification 1540, Paragraph 1.05.

1.05 PROGRESS SCHEDULE

- A Progress Schedule
1. See Section 01320 (Progress Schedules and Reports) for schedule and report requirements. Section 01320 shall control in any conflict with Section 01330.
 2. Submit one reproducible and three print copies of schedule at each of the following times:
 - a. Initial Progress Schedule at the Preconstruction Conference.
 - b. Original Schedule within 20 Days of the Notice to Proceed date.
 - c. Adjustments to the Schedule as required.
 - d. Schedule updates monthly, seven Days prior to monthly progress meeting.
 3. Submit four copies of the reports listed in Section 01320 (Progress Schedules and Reports) with:
 - a. Initial Schedule
 - b. Original Schedule
 - c. Each monthly Schedule update
 4. Progress Schedules and Reports shall be submitted on CD-ROM, using software described in paragraph 1.4E of Section 01320, in addition to hard copies specified in this paragraph 0. Electronic files shall be complete copies, including all programs and electronic coding

1.06 PRODUCT DATA

- A. Within twenty-one (21) calendar days after Start Date of the Contract Times submit two (2) copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by specification section number.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

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C. Product or Catalog Data:

1. Manufacturers standard drawings shall be modified to delete non-applicable data or include applicable data.
2. Manufacturers catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data shall be:
 - a. Mark each copy to identify pertinent materials, products, or models.
 - b. Show dimensions and clearances required; performance characteristics and capacities, wiring diagrams and controls. Include applicable MSDS

D. Supplemental Data:

1. Submit number of copies that Contractor requires, plus two copies that will be retained by City.
2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data, to provide information unique to Project.
3. Provide copies for Project Record Documents described in Section 01770 (Contract Closeout).

1.07 SHOP DRAWINGS

- A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.
- B. For 8-1/2 inch by 11 inch and 11 inch by 17-inch sheets, see Paragraph 1.02Q in this Section for number of required copies.
- C. For 17 inch by 22 inch through 34 inch by 44-inch sheets, see Paragraph 1.02Q in this Section for number of required copies.
- D. Original sheet or reproducible transparency will be marked with City's review comments and returned to Contractor. See Paragraph 1.02Q in this Section for the number of copies returned to Contractor.
- E. Mark each copy to identify applicable Products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
- F. Include manufacturers' installation instructions when required by specification section.
- G. Contractor shall not submit shop drawings for items that shop drawings are not specified.

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- H. Contractor shall be responsible for procuring copies of shop drawing for its own use as he may require for the progress of the work.
- I. Shop drawings shall be drawn to scale and completely dimensioned, giving plan together with such sections as are necessary to clearly show construction detail and methods.
- J. Shop drawings shall have Submittal cover attached to the front of each set.

1.08 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for City and/or Engineer's selection.
- B. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate submittal of different Categories for interfacing work.
- C. Include identification on each sample, giving full information.
- D. Where no color is indicated in the drawings or specifications the Contractor shall submit manufacturer's standard physical color samples. Except for painted finishes, manufacturers color samples must be actual material samples. No printed or photographic color reproductions will be accepted.
- E. The City Construction Manager may select up to 3 colors from specified sample ranges. The Contractor will then be required to submit larger scale samples to the City Construction Manager and install the submitted colors into the on-site Mock-Ups. For all interior finishes supply a minimum of 5 samples, one to be retained by the City on site and 4 to be sent to the City Construction Manager. Samples shall be as follows:
 - 1. Paint – 8" x 10" samples painted on masonite in specified paint type and finish (with suitable prime coats installed).
 - 2. Flat or sheet products: minimum of 12" x 12" square, maximum 24" x 24" square – unless larger area is required to show full pattern.
 - 3. Linear products 12" minimum,
 - 4. Bulk products: Minimum 1 pint, maximum 1 gallon.
- F. Full size samples may be used in Work upon approval, unless otherwise noted.
- G. Field Samples and Mock-ups (as applicable):
 - 1. Erect field samples and mock-ups at Project site in accordance with

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requirements of Specification sections.

2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Engineer and/or City.
 3. Approved field samples and mock-ups may be used in Work upon approval, unless otherwise noted.
 4. Construct or prepare as many additional Samples as may be required, as directed by the City Construction Manager, until desired textures, finishes, and/or colors are obtained.
 5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.
- H. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
- I. Finishes, materials, and workmanship in the completed building shall match accepted Samples.

1.09 QUALITY CONTROL SUBMITTALS

- A. Design Data: N/A
- B. Test Reports: Provide three (3) copies to the City for their records.
1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Reports may be from recent or previous tests on material or product, but must be acceptable to City. Comply with requirements of each individual Specification Section.
- C. Certificates: Submit three (3) copies of certificates for the City's records.
1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Submit supporting reference data, affidavits, and certifications as appropriate.
 3. Certificates may be recent or from previous test results on material or product, but must be acceptable to City.
- D. Manufacturers' Instructions: Submit three (3) copies for the City's records.
1. Include manufacturer's printed instructions for delivery, storage, assembly,

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installation, startup, adjusting, and finishing.

2. Identify conflicts between manufacturer's instructions and Contract Documents.
- E. Material Safety Data Sheets: Contractor shall provide City with three (3) copies of Material Safety Data Sheets (MSDS) for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual sections of this Specification or as otherwise specified in the Contract Documents.
1. MSDS required for a submittal must be submitted with product date in order for the submittal to be reviewed

F. OPERATIONS AND MAINTENANCE MANUALS

1. Installation, Operations, and Maintenance Manuals
2. Sheet Size: 8½ x 11 inch
3. Submit two (2) copies
4. Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
5. Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.
6. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.
7. Page Protectors: Provide plastic sheet lifters prior to first page and following last page.
8. Binder title: Include the following title on front and spine of binder:

**ELECTRIC UTILITY SUBSTRUCTURES AND AERIAL FIBER OPTIC CABLE MASTER
CONSTRUCTION AGREEMENT MANUAL, 201__**

G Contents:

- a. Introductory Information:
 - i. Title page providing the same information as paragraph 0 above

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- ii. Contractor's name, address, and telephone number
- iii. Table of Contents
- b. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:
 - i. Equipment function, normal operating characteristics, limiting operations.
 - ii. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
 - iii. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
 - iv. Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
 - v. Guide to "troubleshooting."
 - vi. Parts list and predicted life of parts subject to wear.
 - vii. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
 - viii. Test data and performance curves.
 - ix. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
 - x. Copies of parts lists or other documents packed with equipment when delivered.
 - xi. Instrumentation or tag numbers relating the equipment back to the Contract Documents.
 - xii. Preventive maintenance instructions
 - xiii. Cleaning instructions
 - xiv. Safety precautions
 - xv. Trouble shooting procedures
 - xvi. Theory of operation to discrete component level

SECTION 01330

SUBMITTALS

- xvii. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc., to discrete component level
- xviii. Parts lists showing all discrete components with part number, current prices and availability
- xviii. List of replaceable supplies; paper, ink, ribbon, etc., with part numbers, current prices and availability
- xx Recommended levels of spare parts and supplies to keep on hand
- xxi. Manufacturers' service and maintenance technical manuals
- xxii. Names, addresses and telephone numbers of service and repair firms for the equipment

c. Index

- H Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by City, deliver nine additional hard copies and one electronic media format copy of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. The City utilizes [] for records-keeping and facilitating maintenance functions.
- I. Electronic Media Format: Compatible with Microsoft® Word 2000 for Windows, AutoCAD 2005 for Windows in drawing format (.DWG), or Adobe (.PDF) unless directed otherwise by City. All files shall be delivered on a unique CD-ROM.
- J. Draft Submittal: The Draft Submittal of Installation, Operation, and Maintenance Manuals shall be submitted to City prior to equipment startup.
- K. Operations and maintenance manuals shall include the following as appropriate:
- L. Manuals shall be the same as are used by manufacturers' authorized technicians to completely service and repair the equipment.

1.10 COMPUTER PROGRAMS

When any equipment requires operation by computer programs, submit copy of program on appropriate diskette, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows 2000 compatible. Provide required licenses to City at no additional cost.

SECTION 01330

SUBMITTALS

1.11 PROJECT RECORD DOCUMENTS

Submit one copy of each of the Project Record Documents listed in Section 01770 Contract Closeout.

1.12 DELAY OF SUBMITTALS

Delay of submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late submittals will be assessed to Contractor.

1.13 OPTIONAL REVIEW MEETING

- a. At the Contractor's request, in order to facilitate the timeliness of the review process, the City may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:
- b. Request a meeting date with the City at least 10 Business Days in advance.
- c. Provide the complete package of Submittal information at least 5 Business Days in advance of the meeting.
- d. The meeting shall take place at City's office. City will provide the authorized staff to review and respond on the Submittal information during the meeting.
- e. Make available for this meeting the job superintendent and/or foreman, Contractor's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

TRANSMITTAL SHEETS FOLLOW THIS PAGE

SECTION 01330

SUBMITTALS

EXHIBIT A

SUBMITTAL TRANSMITTAL NO. _____

PROJECT NAME: ELECTRIC SUBSTRUCTURES MASTER CONSTRUCTION AGREEMENT			Date Received:	
City of Santa Clara, a chartered Municipal Corporation of the State of California 1500 Warburton Avenue Santa Clara, CA 95050			Checked By:	
Contractor:		Log Page:		
Address:		Address:		
Attention:		Attention:		
		Specification Section Number:		
		1 st Submittal <input type="checkbox"/>	Resubmittal <input type="checkbox"/>	
Date Transmitted:		Previous Transmittal Date:		
No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks

SECTION 01330

SUBMITTALS

* The action designated above is in accordance with the following legend:

A – No Exceptions Taken

D – City's review not required

B – Make Corrections Noted (No Resubmission Required)

1. Submittal not required

C. – Make Corrections Noted and Resubmit

2. Supplemental information. Submittal retained for informational purposes only

D – Not Approved

3. Information reviewed and approved on prior Submittal

1. Not enough information for review

4. See comments

2. No reproducible submitted

3. Copies illegible

4. Not enough copies submitted

5. Wrong sequence number

6. Wrong resubmittal number

7. Wrong Specification section number

8. Wrong form used

9. See comments

10.

Comment

By

Date

Distribution: Contractor

File

Field

City

Other

SECTION 01330

SUBMITTALS

EXHIBIT B

INSTALLATION, OPERATION, AND MAINTENANCE MANUAL TRANSMITTAL NO. _____

PROJECT NAME: ELECTRIC SUBSTRUCTURES MASTER CONSTRUCTION AGREEMENT PROJECT			Date Received:	
City of Santa Clara, a chartered Municipal Corporation of the State of California 1500 Warburton Avenue Santa Clara, CA 95050			Checked By:	
Contractor:		Log Page:		
Address:		Address:		
Attention:		Attention:		
		Specification Section Number:		
		1 st Submittal <input type="checkbox"/>	Resubmittal <input type="checkbox"/>	
Date Transmitted:		Previous Transmittal Date:		
No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks

SECTION 01330

SUBMITTALS

* The action designated above is in accordance with the following legend:

A – No exceptions taken

C – (continued)

B – Make Corrections Noted (No Resubmission Required)

5. Lubrication and maintenance instructions

C. – Make Corrections Noted and Resubmit

6. Troubleshooting guide

D – Not Approved– this manual Submittal is deficient in the following area:

7. Parts list and ordering instructions

1. Equipment record sheets

8. Organization (indexing and tabbing)

2. Functional description

9. Wiring diagrams and schematics specific to installation

3. Assembly, disassembly, installation, alignment, adjustment, and checkout instructions

10. Outline, cross section, and assembly diagrams

4. Operating instructions

11. Test data and performance curves

12. Tag or equipment identification numbers

13. See comments

Comments:

	By				Date
Distribution:	Contractor <input type="checkbox"/>	File <input type="checkbox"/>	Field <input type="checkbox"/>	City <input type="checkbox"/>	Other <input type="checkbox"/>

END OF SECTION

SECTION 01330

SUBMITTALS

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SECTION 01350
SPECIAL PROCEDURES

PART 1 GENERAL

1.1. SUMMARY

- A. Section Includes:
1. Cultural resources.
 2. Hazardous materials/waste.
 3. Tree protection.

1.2. DEFINITIONS (N/A)

1.3. SUBMITTALS

- A. See Section 01330 (Submittal Procedures).
- B. Name and address of the selected treatment, recycling, or disposal facilities for contaminated soil disposal.
- C. Non-hazardous waste manifests.
- D. Facility weight tickets.

1.4. CULTURAL RESOURCES

- A. If cultural resources are encountered during construction of the Project, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify City immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for City to evaluate the nature and significance of the find, and implement appropriate management procedures.
- B. In the event that prehistoric human remains are encountered, ground-disturbing activities at that location shall cease immediately. Contractor shall notify City immediately upon encountering human remains. Contractor shall be prepared to move on to another location or phase of Work to allow the City to notify the proper authorities and assess management of the situation.
- C. Contractor shall not be entitled to any increase in Contract Sum due to conditions described in this paragraph 1.4 of this Section 01350. City may, if it believes appropriate in its sole discretion, grant an extension of Contract Time.

SECTION 01350

SPECIAL PROCEDURES

1.5. HAZARDOUS MATERIALS/WASTE

- A. Comply with Sections 5163 through 5167 of the *General Industry Safety Orders (California Code of Regulations, Title 8)* to protect the Site from being contaminated by the accidental release of any hazardous materials and/or waste.
- B. If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:
 - 1. Contractor's personnel shall be alert for and immediately report to City any detectable chemical odors, unusual debris, or discolored soil.
 - 2. Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by City in accordance with Document 00700 (General Conditions). Contractor will not be entitled to damages or additional payment due to such delay.
 - 3. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Section 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land).
- C. Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
- D. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above shall be the responsibility of Contractor.
- E. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to City.
- F. Dewatering: Construct, operate and maintain as required to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary

SECTION 01350

SPECIAL PROCEDURES

pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.

- G. Storage tank: Provide a minimum 2,500-gallon double-walled water storage tank on Site for the duration of the Work. If more storage capacity is needed, provide additional storage tanks on Site.
- H. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to City.

Removal of dewatering equipment: After having served their purpose, all protective works, including the temporary water storage tank(s) and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01350
SPECIAL PROCEDURES

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SECTION 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

This section includes regulatory requirements applicable to Contract Documents.

Specific reference in the specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency at the date of submission of bids unless the document referenced is shown dated.

Should any conditions develop not covered by the Contract Documents wherein the finished work will not comply with current codes, a change order detailing and specifying the required work shall be submitted to and approved by the Engineer before proceeding with the Work.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with their requirements. The listing of applicable codes, laws and regulations for hazardous waste abatement work in this Section 01410 is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications, the most stringent requirements shall be used.
- B. Conform to referenced codes, laws, ordinances, rules and regulations.
- C. Precedence:
 - 1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
 - 2. Where Plans or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Plans and Specifications shall take precedence so long as such increase is legal.
 - 3. Where no requirements are identified on Plans or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

1.03 CODES

SECTION 01410

REGULATORY REQUIREMENTS

Codes that apply to Contract Documents include, but are not limited to, the following:

- A. Cal. Building Code (Part 2, Title 24, C.C.R., including, without means of limitation, sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
- B. Cal. Electrical Code (Part 3, Title 24, C.C.R.)
- C. Cal. Mechanical Code (Part 4, Title 24, C.C.R.)
- D. Cal. Plumbing Code (Part 5, Title 24, C.C.R.),
- E. State Elevator Safety Regulations (Part 7, Title 24, C.C.R.)
- F. UBC
- G. UPC
- H. UMC
- I. NEC

1.04 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
 - B. Federal
 - 1. Americans With Disabilities Act of 1990 ADAI
 - 2. 29 CFR, Section 1910.1001, Asbestos
 - 3. 40 CFR, Subpart M, National Emission Standards for Asbestos
 - 4. Executive Order 11246
 - 5. Federal Endangered Species Act
 - 6. Clean Water Act
 - C. State of California
 - 1. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
 - 2. California Public Contract Code
 - 3. California Health and Safety Code

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REGULATORY REQUIREMENTS

4. California Government Code
 5. California Labor Code
 6. California Civil Code
 7. California Code of Civil Procedure
 8. CPUC General Order 95, Rules for Overhead Electric Line Construction
 9. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 10. California Occupational Safety and Health Administration (Cal OSHA)
 11. Occupational Safety and Health Administration (OSHA): Hazard Communications Standards.
 12. California Endangered Species Act
 13. Water Code
 14. Fish and Game Code
- D. State of California Agencies
1. State and Consumer Services Agency
 2. Office of the State Fire Marshall
 3. Office of Statewide Health Planning and Development
 4. California Regional Quality Control Board, San Francisco Bay Region.
 - a) Contractor shall oversee site compliance with the Storm Water Pollution Prevention Plan attached to the end of this section.
 5. San Francisco Bay Regional Water Quality Control Board
- E. Local Agencies:
1. Bay Area Air Quality Management District
 2. City of Santa Clara
 3. County of Santa Clara
 4. Santa Clara County Water District
 5. Peninsula Corridor Joint Powers Board/CalTrain/Amtrack

SECTION 01410

REGULATORY REQUIREMENTS

- F. Other Requirements:
1. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
 2. References on Plans or in Specifications to "code" or "building code" not otherwise identified shall mean the codes specified above, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.
- G. Maintain a copy of each of the above documents in Contractor's field office. The City's Construction Management staff shall have access to these documents for their reference.
- H. Other Applicable Laws, Ordinances and Regulations:
1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and jurisdictions having authority over the Project.
 2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
 3. Where such laws, ordinances rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the execution date of the Agreement.
- I. Under California Government Code Section 930.2 et. seq. and Public Contract Code Section 7105(d)(2), neither the Contract Claims Procedure (Document 00700, Article 12) nor the Change Order Procedure (Section 01250) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

1.05 CONFLICTS

- A. Between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- B. Between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

SECTION 01410

REGULATORY REQUIREMENTS

1.06 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

- A. The California Public Contracts Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.

For the purposes of this section, "CLAIM" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by City. In order to qualify as a CLAIM, the written demand must state that it is a claim submitted under Paragraph 12 of Document 00700 General Conditions and be submitted in compliance with all requirements of Paragraph 12 of Document 00700 General Conditions. Separate claims which total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less", as referenced above, and are not subject to this section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under the Contract. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract by submitting a separate claim in compliance with Contract Documents claim submission requirements.

CAUTION: This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

B. PROCEDURE

1. The CLAIM must be in writing, submitted in compliance with all requirements of Paragraph 12 of Document 00700 General Conditions, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the CLAIM, pursuant to Paragraph 12.C of Document 00700 General Conditions. CLAIMS must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Paragraph 12 of Document 00700 General Conditions or elsewhere in the Contract Documents.

SECTION 01410

REGULATORY REQUIREMENTS

2. For CLAIMS of fifty thousand dollars (\$50,000) or less
 - a. City shall respond in writing within 45 days of receipt of the CLAIM, or
 - b. City may request in writing within 30 days of receipt of the CLAIM, any additional documentation supporting the CLAIM or relating to any defenses or claims City may have against Claimant.
 1. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of City and Claimant.
 2. City's written response to the CLAIM, as further documented, shall be submitted to Claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
3. For CLAIMS over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:
 - a. City shall respond in writing within 60 days of receipt of the CLAIM, or
 - b. City may request in writing within 30 days of receipt of the CLAIM, any additional documentation supporting the CLAIM or relating to any defenses or claims City may have against Claimant.
 1. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of County and Claimant;
 2. City written response to the CLAIM, as further documented, shall be submitted to Claimant within 30 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
4. Meet and Confer
 - a. If Claimant disputes City written response, or City fails to respond within the time prescribed above, Claimant shall notify City, in writing, either 15 days of receipt of City response or within 15 days of City failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand City will schedule a meet and confer conference within 30 days for settlement of the dispute.

SECTION 01410

REGULATORY REQUIREMENTS

- b. Following the meet and confer conference, if the CLAIM or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits his or her written claim as set forth at Paragraph 12.B.2 of Document 00700 General Conditions, until the time that CLAIM is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.07 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Agreement.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01410
REGULATORY REQUIREMENTS

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SECTION 01411

REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIALS

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal, including, but not limited to, asbestos and asbestos containing materials, lead based paint, polychlorinated biphenyls, petroleum contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.
- B. This section supplements Section 01410 Regulatory Requirements and the work specific listings of applicable regulatory requirements elsewhere in the specifications.
- C. Related Sections.
 - 1. Section 01410: Regulatory Requirements.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Contractor because Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.
- B. Contractor's work shall conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

1.03 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, those listed below.
- B. Federal:
 - 1. Statutory Requirements:
 - a. Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*
 - b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*

SECTION 01411

REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIALS

- c. Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 *et seq.*
 - d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801 *et seq.*
 - e. Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*
 - f. Safe Drinking Water Act, 42 U.S.C. §§3001 *et seq.*
 - g. Clean Air Act, section 112, 42 U.S.C. §7412
 - h. Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 *et seq.*
 - i. Underground Storage Tank Law, 42 U.S.C. §§6991 *et seq.*
 - j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*
2. Environmental Protection Agency (EPA):
 - a. 40 C.F.R. Parts 260, 264, 265, 268, 270
 - b. 40 C.F.R. Parts 258 *et seq.*
 - c. 40 C.F.R. Part 761
 - d. 40 C.F.R. Parts 122-124
 3. Occupational Safety and Health Administration (OSHA):
 - a. OSHA Worker Protection Standards, Title 29 CFR Part 1926.58, Construction Standards and 29 CFR 1910.1001 General Industry Standard
 - b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
 - c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
 - d. National Emission Standard for Hazardous Air Pollutants, Title 40 CFR Part 61
 - e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
 4. Department of Transportation:
 - a. Title 49 C.F.R. 173.1090
 - b. Title 49 C.F.R. 172

SECTION 01411

REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIALS

- c. Title 49 C.F.R. 173
 - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
- 1. Statutory Law:
 - a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code §§25300 *et seq.*
 - b. Health and Safety Code § 25359.4
 - c. Hazardous Waste Control Law, Health & Safety Code §§25100 *et seq.*
 - d. Porter Cologne Water Quality Control Act, Water Code §§13000 *et seq.*
 - e. Health and Safety Code §§25915-25924
 - f. Cal. Labor Code Chapter 6, including, without limitation, §§ 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
 - g. Business and Professions Code, including without limitation, §§7058.5, 7065.01, 7118.5.
 - h. Underground Storage of Hazardous Substance Act, Health & Safety Code §§25280 *et seq.*
 - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code §§25299.10 *et seq.*
 - j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §§25249.5 *et seq.* (Proposition 65)
 - k. Above Ground Petroleum Storage Act, Health and Safety Code §§ 25270 *et seq.*
 - l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code Chapter 6.95.
 - 2. Administrative Code and Regulations:
 - a. Title 22 C.C.R. Division 4.5, Environmental Health Standards for the Management of Hazardous Waste § 6600 *et seq.*
 - b. Cal OSHA Worker Protection Standards, Title 8 C.C.R. §§1529, 5208
 - c. Title 8 C.C.R. §1532.1, Lead in Construction

SECTION 01411

REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIALS

- d. Title 23 C.C.R. §2610 *et seq.*
- 3. Other Agency Requirements:
 - a. Bay Area Air Quality Management District, Fugitive Dust Rules
 - b. Bay Area Air Quality Management District Regulation 11-2-303
 - c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-OS DWQ)
- D. Local Agency Requirements:
 - 1. City of Santa Clara Fire Department
 - 2. City of Santa Clara Ordinances
 - 3. County of Santa Clara Ordinances
- E. See document 00700

1.04 PERMITS

- A. Contractor shall comply with, implement and acknowledge effectiveness of all the permits applicable to Work, and initiate and cooperate in securing all required notifications or approvals therefore, including but not limited to permits affecting environmental work.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes reference standards, abbreviations, symbols and definitions used in Contract Documents.
- B. Full titles and edition dates are given in this section for standards cited in other sections of Specifications.
- C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor, because manufacturers and trades involved are assumed to be familiar with their requirements.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES:

- A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any supplier, Contractor shall report it in writing at once by submitting a Request for Information to City, with a copy to Architect, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by City.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, Construction Change Directive, Field Instruction or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:
 - 1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

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2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of City, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to City, Engineer, or any of their consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

- D. Contractor shall comply with the applicable portions of standards and specifications published by the technical societies, institutions, associates and governmental agencies referred to in Specifications.

1. Comply with referenced standards and specifications; latest revision in effect at the time the Agreement is executed, unless otherwise identified by date.

- a. Exception: Comply with issues in effect as listed in governing legal requirements.

- E. Referenced Grades Classes and Types: Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified in Plans or in Specifications, provide the highest, best and greatest of the alternatives or options for the intended use and prevailing conditions.

- F. Jobsite Copies:

1. Contractor shall obtain and maintain at the Site copies of reference standards identified on Plans and in Specifications in order to properly execute the Work. The City's Construction Management staff shall have access to these reference standards for their use at the Site.

2. At a minimum, the following shall be readily available at the site:

- a. Model Codes: Uniform Building Code (UBC), Uniform Fire Code (UFC), Uniform Mechanical Code (UMC), Uniform Plumbing Code (UPC), NFPA 70-National Electric Code (NEC) and NFPA 101-Life Safety Code, including applicable amendments for jurisdiction in which Project is located.
- b. State Codes: California Code of Regulations, Division of Industrial Safety regulations.

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- c. Safety Codes: State of California, Division of Industrial Safety regulations.
- d. General Standards: UBC Standards, other model code standards, UL Building Products Listing, FM Approval Guide and ASTM Standards in Building Codes.
- e. Fire and Life Safety Standards: All referenced standards pertaining to fire rated construction and exiting.
- f. Common Materials Standards: American Concrete Institute (ACI), American Institute of Steel Construction (AISC), American Welding Society (AWS), Gypsum Association (GA), National Fire Protection Association (NFPA), Tile Council of America (TCA) and Woodwork Institute of California (WIC) standards to the extent referenced within the Specifications.
- g. Research Reports: ICBO Research Reports and CABO National Evaluation Service Reports (NER) for all products used.

G. Edition Date of References:

- 1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of the Agreement.
- 2. All amendments, changes, errata and supplements as of the effective date shall be included.

H. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision or amendment. It is presumed that Contractor is familiar with and has access to these nationally-and industry-recognized specifications and standards.

1.03 STANDARDS

- A. ACI (American Concrete Institute)
Standard 318, Building Code Requirements for Reinforced Concrete
- B. AISC (American Institute of Steel Construction)
Specifications and Code of Standard Practice for Steel Buildings and Bridges

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- C. ANSI (American National Standards Institute, formerly American Standards Association)

Standard C2, NESC (National Electrical Safety Code)

- D. ASTM (American Society for Testing and Materials)

1. C31, Making and Curing Concrete Test Specimens in the Field
2. C42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
3. C143, Test Method for Slump of Portland Cement Concrete

- E. IAPMO (International Association of Plumbing and Mechanical Officials)

1. UMC (Uniform Mechanical Code)
2. UPC (Uniform Plumbing Code)

The minimum building standards applicable to public schools are set forth in Parts 4 (California Mechanical Code) and 5 (California Plumbing Code)

- F. ICBO (International Conference of Building Officials)

1. UBC (Uniform Building Code)

The minimum building standards applicable to public schools are set forth in Parts 2 (California Building Code), 3 (California Electrical Code), 4 (California Mechanical Code), 5 (California Plumbing Code) and 7 (State Elevator Safety Regulations)

2. UBC Standard 26-8, Welding Reinforcing Steel, Sheet Metal inserts and Connections in Reinforced Concrete Construction
3. UBC Standard 26-10, Concrete Tests
4. UFC (Uniform Fire Code)

- G. NEMA (National Electric Manufacturer's Association)

1. WC 26/EEMAC 201 Binational Wire and Cable Packaging
2. WC 53/ICEA T-27-581 (2000) Standard Test Methods for Extruded Dielectric Power, Control, Instrumentation and Portable Cables for Test

- H. NFPA (National Fire Protection Association)

1. Pamphlet 1, Fire Prevention Code

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2. Pamphlet 13, Sprinkler Systems, Installation
 3. Pamphlet 24, Private Fire Service Mains
 4. Pamphlet 70, NEC (National Electric Code)
 5. Pamphlet 71, Signaling Systems, Central Station
 6. Pamphlet 80, Fire Doors and Windows
 7. Pamphlet 101, Life Safety Code
- I. UL (Underwriters' Laboratories, Inc.)
1. To Be filled in or not used.
 2. To be filled in or not used.

1.04 ABBREVIATIONS

- A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
AED	Association of Equipment Distributors
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute (formerly American Standards Association)
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air Conditioning and Refrigeration Institute

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ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASI	Architect's Supplemental Instructions
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industries
AWPA	American Wood Preserves Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BIL	Basic Insulation Level
Cal/OSHA	California Occupational Safety and Health Administration
CalTrans	State of California, Department of Transportation
CBC	California Building Code
CCD	Construction Change Directive
CCR	California Code of Regulations
CEC	California Electric Code
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Manufacturers Institute
CMC	California Mechanical Code
CO	Change Order
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CSA	Canadian Standards Association
CTI	Ceramic Tile Institute
DSA	Division of State Architect (formerly known as the Office of the State Architect)

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DHI	Door and Hardware Institute
EPA	Environmental Protection Agency
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specifications
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
HVAC	Heating, Ventilating and Air Conditioning
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
I.D.	Identification
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IES	Illuminating Engineering Society
ISA	Instrumentation Society of America
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
kW	Kilowatt
LBE	Local Business Enterprise
MBE	Minority Business Enterprise
M.I.	Middle Initial
MIA	Masonry Institute of America
MIA	Marble Institute of America
ml	milliliter
MLSFA	Metal Lath/Steel Framing Association
mm	millimeter
MS	Military Specifications
MSDS	Material Safety Data Sheet
MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
M/WBE	Minority and Woman-Owned Business Enterprise
NAAMM	National Association of Architectural Manufacturers

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NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electric Manufacturer's Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
NOFMA	National Oak Flooring Manufacturers Association
NSF	National Sanitation Foundation
NTMA	National Terrazzo & Mosaic Association
NWWDA	National Wood Windows and Doors Association
OSA	Division of State Architect (formerly known as the Office of the State Architect)
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning and Department
PCA	City land Cement Association
PCI	Pre-stressed Concrete Institute
PDI	Plumbing and Drainage Institute
PG&E	Pacific Gas and Electric Company
PM	Preventive Maintenance
PR	Proposal Request
PS	Product Standard, U. S. Department of Commerce
RFI	Request for Information
RFS	Request for Substitution
RIS	Redwood Inspection Service
SDI	Steel Deck Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joint Institute

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SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
SVP	Silicon Valley Power
SWI	Steel Window Institute
TCA	Tile Council of America
TIE	Time Impact Evaluation
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WHI	Warnock Hersey International
WWPA	Western Wood Products Association

B. ABBREVIATIONS IN SPECIFICATIONS

accord	accordance
AWG	American Wire Gauge
cm.	centimeter (centimeters)
Co.	Company
Corp.	Corporation
cu.	cubic
Div.	Division
dia.	diameter
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per day

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gpm	gallons per minute
hr.	hour
in.	inch (inches)
Inc.	Incorporated
kg.	kilogram (kilograms)
km.	kilometer (kilometers)
kW	Kilowatt
l.	liter (liters)
lbs.	pounds
m	meter (meters)
Mfg.	Manufacturing
mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
No.	number
o.c.	on centers
O.D.	outside diameter
psi	pounds per square inch
psf	pounds per square foot
sq.	square
T & G	tongue and groove
U.S.	United States
yd.	yard (yards)

C. ABBREVIATIONS IN DRAWINGS

Additional abbreviations, used only on drawings, are listed thereon.

1.05 SYMBOLS

A. SYMBOLS IN SPECIFICATIONS

:	“shall be” or “shall” - where used within sentences or paragraphs
#1	number
1#	pound
&	and

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%	percent
C.	Centigrade
F.	Fahrenheit
`	Minute
/	per, except where used to combine words; example: power/fuel.
"	inch (inches)
'	foot (feet)
@	at
°	Degree

B. SYMBOLS IN DRAWINGS

Symbols, used only on Drawings, are shown thereon.

1.06 DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural. While City has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-bid Conference and Site Visit.

AGREEMENT (Document 00500): Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between City and Contractor and by reference incorporates Conditions of Contract, Plans, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract.

ALTERNATE: Work added to or deducted from the Base Bid, if accepted by City.

APPROVED EQUAL: Approved in writing by City as being of equivalent quality, utility and appearance.

APPLICATION FOR PAYMENT: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

ARCHITECT: The person holding a valid California State Architect's license, whose firm has been designated within the Contract Documents as Architect to provide

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architectural services on the Project, and whom may have engaged engineering subconsultants to provide services on Project. When Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to City. The term Architect shall be construed to include all his or her consultants retained for the Project, as well as Architect's employees. When the designated Architect is an employee of City, Architect's authorized representatives on the Project will be included under the term Architect.

Asbestos: Any material that contains more than one percent asbestosis and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: One who submits a Bid.

BIDDING DOCUMENTS: All documents comprising the Project Manual (including all documents and specification sections listed on Document 00010 Table of Contents), including documents supplied for bidding purposes only and Contract Documents.

BUSINESS DAY: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by City. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.

- (a) New Year's Day, January 1;
- (b) Martin Luther King Jr.'s Birthday, third Monday in January;
- (c) Lincoln's Birthday, February 12;
- (d) Presidents' Day, third Monday in February;
- (e) Spring Holiday, March 21
- (f) Memorial Day, last Monday in May;
- (g) Independence Day, July 4;
- (h) Labor Day, first Monday in September;
- (i) Admission Day, September 9
- (j) Columbus Day, October 13

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(k) Veterans' Day, November 11;

(l) Thanksgiving Day, The 4th Thursday in November

(m) The Day following Thanksgiving Day;

(n) Christmas Day, December 25; and

BY CITY: Work that will be performed by City or its agents at the City's expense.

BY OTHERS: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by City, other contractors, or other means.

CALL ORDER: A written instrument, DOCUMENT 00520 of this agreement, prepared by City and signed by City and Contractor, identifying each separate set of Work Items and the manner in which they are to be completed and the amount to be paid for said Work Items according to the terms of this Contract.

CHANGE ORDER: A written instrument prepared by City and signed by City and Contractor, stating their agreement upon all of the following:

- a. a change in the Work,
- b. the amount of the adjustment in the Contract Sum, if any, and
- c. the amount of the adjustment in the Contract Time, if any.

CITY: The City of Santa Clara, a municipal corporation of the State of California.

CITY-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by City at its cost for installation by Contractor at its cost under this Contract.

CITY REPRESENTATIVE(S): The person or persons assigned by City to be City's agent(s) at the Site.

CODE INSPECTOR: A local or state agency responsible for the enforcement of applicable codes and regulations. This includes, without limitation: City Building Division of Permits and Resources Management Department; City Public Works Department; City of Santa Clara Fire Department; and City of Santa Clara Utilities Department.

CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements.

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CONSTRUCTION CHANGE DIRECTIVE: A written order prepared by City with assistance from Architect and signed by City, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. On this Project, a Field Instruction serves the same function as a Construction Change Directive.

CITY CONSTRUCTION MANAGER: The person or persons assigned by City to be the City's agent(s) at the Site.

CONSULTANT: See Document 00805 (Supplemental General Conditions – Hazardous Materials) (if included).

CONSULTING ENGINEER: See Document 00500 (Agreement) (if this term is used).

CONSTRUCTION MANAGER: See Document 00500 (Agreement) (if this term is used).

CONTRACT CONDITIONS: Consists of two parts: General Conditions and Supplementary Conditions.

- a. General Conditions are general clauses that are common to the City Contracts.
- b. Supplementary conditions modify or supplement General Conditions to meet specific requirements for this Contract.

CONTRACT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in Document 00500 Agreement, plus all changes, addenda and modifications thereto.

CONTRACT MODIFICATION: Either:

- a. a written amendment to Contract signed by Contractor and City; or
- b. a Change Order; or
- c. a Construction Change Directive; or
- c. a written directive for a minor change in the Call Order issued by City.

CONTRACT SUM: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by City to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also referred to as the Contract Price or the Contract Amount.

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CONTRACT TIMES: The number or numbers of days or the dates stated in the Agreement (i) to achieve Substantial Completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready for final payment and is accepted.

CONTRACTOR: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "Contractor" means the Contractor or its authorized representative.

CONTRACTOR'S EMPLOYEES: Persons engaged in execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.

DAY: One calendar day, unless the word "day" is specifically modified to the contrary.

DEFECTIVE: An adjective which, when modifying the word "Work", refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by City). City is the judge of whether Work is defective.

DRAWINGS: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

ENGINEER: The person holding a valid California State Engineer's license, whose firm has been designated within the Contract Documents as Engineer to provide engineering services on the Project, and whom may have engaged engineering subconsultants to provide services on Project. When Engineer is referred to within the Contract Documents and no Engineer has in fact been designated, then the matter shall be referred to City. The term Engineer shall be construed to include all his or her consultants retained for the Project, as well as Engineer's employees. When the designated Engineer is an employee of City, Engineer's authorized representatives on the Project will be included under the term Engineer.

EQUAL: Equal in opinion of City. Burden of proof of equality is responsibility of Contractor.

EXPOSED: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

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FIELD INSTRUCTION: A written order prepared by City with assistance from Architect and signed by City, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

FIBER OPTIC INFRASTRUCTURE: Fiber Optic cable and accessories used by the City to carry communications traffic for City and third-party customers, including cable, attachments, splice boxes, slack cable loops, patch panels and other equipment used in the delivery of Fiber Optic based services.

FINAL ACCEPTANCE or FINAL COMPLETION: City's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:

- a. All Systems having been tested and accepted as having met requirements of Contract Documents.
- b. All required instructions and training sessions having been given by Contractor.
- c. All as-built drawings and operations and maintenance manuals and Machine Inventory Sheets having been submitted by Contractor, reviewed by City and Architect and accepted by City.
- d. All punch list work, as directed by City, having been completed by Contractor.
- e. Generally all Work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of City.

FORCE-ACCOUNT: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

FURNISH: Supply only, do not install.

INDICATED: Shown or noted on the Drawings.

TESTING AND SPECIAL INSPECTION AGENCY: An independent entity engaged by City to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

INSTALL: Install or apply only, do not furnish.

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LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.

LAW: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions

MATERIAL OR MATERIALS: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

MILESTONE: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

MODIFICATION: Same as Contract Modification.

NOT IN CONTRACT: Work that is outside the scope of work to be performed by Contractor under this Contract.

NOTICE OF COMPLETION: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.

OFF SITE: Outside geographical location of the Project.

OWNER: The City.

OWNER-FURNISHED: Items furnished by City at its cost for installation by Contractor at its cost under this Contract.

PARTIAL UTILIZATION: Use by City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

PCB: Polychlorinated byphenyl.

Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00500 (Agreement) or Document 01100 (Summary).

PRODUCT DATA: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.

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PROGRESS REPORT: A periodic report submitted by Contractor to City with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Section 01320, Progress Schedules and Reports and Document 00700, General Conditions.

PROJECT: Total construction of which Work performed under this Contract may be whole or part.

Project Float: As defined in Section 01320, paragraph 1.2.B.3.

PROJECT INSPECTOR: A person engaged by City to provide general observation of the Work, scheduling requested inspections by Contractor and reporting to City.

PROJECT MANAGER: The person or persons assigned by City to be the City's agent(s) at the Site.

PROJECT MANUAL: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Specifications.

PROJECT RECORD DRAWINGS: All Project deliverables required under Sections 01780 et seq., including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.

PROVIDE: Furnish and install.

REQUEST FOR INFORMATION ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for City and Architect to submit Contract Document clarifications or supplements to Contractor.

REQUEST FOR PROPOSALS ("RFP"): A document issued by City to Contractor whereby City may initiate changes in the Work or Contract Time as provided in Contract Documents. See Document 01250 (Modification Procedures).

REQUEST FOR SUBSTITUTION ("RFS"): A document prepared by Contractor requesting substitution of materials as and to the extent permitted in Contract Documents.

RFI-REPLY: A document consisting of supplementary details, instructions or information issued by City or Architect, which clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Times except as otherwise agreed in writing by City. RFI-Replies will be issued through the RFI administrative system.

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SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the work.

SHOWN: As indicated on Drawings.

SITE: The particular geographical location of Work performed pursuant to Contract within the City of Santa Clara.

SPECIFICATIONS: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services; and are contained in Divisions 1 through 16. (If a Division 17 is used, then it is considered as part of the Specifications.)

SPECIFIED: As written in Specifications.

STANDARD DETAILS: Shall mean the City of Santa Clara Standard Details.

STANDARD SPECIFICATIONS: Shall mean the latest revision of the CalTrans specifications.

SUBCONTRACTOR: A person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a subcontractor or an authorized representative of the subcontractor. The term "subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

SUBSTANTIAL COMPLETION: The Work (or a specified part thereof) has progressed to the point where, in the opinion of City as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by written recommendation of City for final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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SUPPLEMENTAL INSTRUCTION: A written work change directive to Contractor from Architect, approved by City, ordering alterations or modifications which do not result in change in Contract Sum or Contract Times, and do not substantially change Drawings or Specifications.

TECHNICAL SPECIFICATIONS: Specification Divisions 2 through 16 of the Contract Documents.

TESTING AND SPECIAL INSPECTION AGENCY : An independent entity engaged by City to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: Electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and sewage drainage removal, traffic or other control systems or domestic water or fire water.

UNIT PRICE WORK: Shall be the portions of the Work for which a unit price is provided in Document 00500 (Agreement) or Section 01100 (Summary).

WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Plans and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work", it shall be understood to have its ordinary and customary meaning.

WORK ITEMS: The separate Unit Price Items or Daily/Hourly work required to complete the Call Order set out under DOCUMENT 00520 of this Agreement.

- B. Wherever words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that direction, requirements, or permission of City is

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intended. Words "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary or proper in judgment of City. Words "approved", "acceptable", "satisfactory", "favorably reviewed" or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by City.

- C. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall" is used, the action to which it refers is mandatory.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION

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REFERENCES AND DEFINITIONS

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TESTING AND INSPECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Regulatory requirements for testing and inspection.
- B. Contractor's quality control.
- C. Quality of the Work.
- D. Inspections and tests by governing authorities.
- E. Inspections and tests by serving utilities.
- F. Inspections and tests by manufacturer's representatives.
- G. Inspections by Independent Testing and Inspection Agency.

1.02 RELATED SECTIONS

Section 01410 Regulatory Requirements: Compliance with applicable codes, ordinances and standards.

1.03 CONTRACTOR'S QUALITY CONTROL

- A. Contractor's Quality Control: Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of Contract Documents by coordinating, supervising, testing and inspecting the work and by utilizing only suitably qualified personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Plans and Specifications, including, by reference, all codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type.
- C. Quality Control Personnel: Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

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TESTING AND INSPECTION

1.04 QUALITY OF THE WORK

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.
- B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.
- C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling and staining, until Acceptance by the City.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating erecting, installing, applying, connecting and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- F. Verification of Quality: Work shall be subject to verification of quality by City or Engineer in accordance with provisions of the Contract Documents.
 - 1. Contractor shall cooperate by making Work available for inspection by City, Engineer or their designated representatives.
 - 2. Such verification may include mill, plant, shop, or field inspection as required.
 - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 - 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by City or Engineer.
 - 5. Applicable provisions of the Contract Documents shall govern Contract modifications, if any, resulting from such verification activities.
- G. Observations by City's Representative's, Engineer's Consultants: Periodic and occasional observations of Work in progress will be made by City Representative's,

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Engineer and Engineer's consultants as deemed necessary to review progress of Work and general conformance with design intent.

- H. Limitations on Inspection, Test and Observation: Neither employment of independent testing and inspection agency nor observations by Engineer and Engineer's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.
- I. City's Acceptance and Rejection of Work: City reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications.
- J. Correction of Non-Conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. Acceptance of Non-Conforming Work: Acceptance of nonconforming Work, without specific written acknowledgement and approval of the City, shall not relieve the Contractor of the obligation to correct such Work.
- L. Contract Adjustment for Non-Conforming Work: Should Architect or City determine that it is not feasible or in City's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between City and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of the General Conditions.
- M. Non-Responsibility for Non-Conforming Work: Engineer and Engineer's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
- N. Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and City and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to City's prior review of Submittals and/or prior failure to notice defective work in place on inspection.

1.05 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

- A. Regulatory Requirements for testing and Inspection: Comply with California Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction

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- B. Inspections and Tests by Governing Authorities: Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.
1. Such authorities include City of Santa Clara Public Works Department, Building Department, Fire Department, and City retained Inspection, and Testing Organizations or similar agencies.
 2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.
 3. Notify City in writing during normal business hours, Monday through Friday, at least 24 hours before the required inspection date.

1.06 INSPECTIONS AND TESTS BY SERVING UTILITIES

- A. Inspections and Tests by Serving Utilities: Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.07 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

- A. Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.08 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

- A. City will select an independent testing and inspection agency or agencies to conduct tests and inspections as indicated on Plans, in Specifications and as required by governing authorities having jurisdiction.
- B. Responsibility for payment for tests and inspections shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.
- C. Contractor shall notify City on inspection request form provided by City and, if directed by City, testing and inspection agency, when Work is ready for specified tests and inspections. This written notification should be delivered during normal business hours, Monday through Friday, at least 24 hours before the requested inspection date.

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TESTING AND INSPECTION

- D. Contractor shall in addition to the requirements of the Contract comply with all permit and code related requirements.
- E. Contractor shall pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
 2. Changes in sources, lots or suppliers of products after original tests or inspections.
 3. Changes in means methods, techniques, sequences and procedures of construction that necessitate additional testing, inspection and related services.
 4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
 5. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
 6. Costs of travel, and per diem to perform factory testing on-sites over 50 miles from the jobsite.
 7. Cost of re-testing work due to failure of the original test.
- F. Tests and special inspections to be paid by the City shall include the following:
- G. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to City, who will distribute copies to Architect, Contractor and any agency having jurisdiction (if required by Code).
1. Reports shall clearly identify the following:
 - a. Date issued.
 - b. Project name and number.
 - c. Identification of product and Specifications Section in which Work is specified.
 - d. Name of inspector.
 - e. Date and time of sampling or inspection.
 - f. Location in Project where sampling or inspection was conducted.
 - g. Type of inspection or test.
 - h. Date of test.

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- i. Results of tests.
 - j. Comments concerning conformance with Contract Documents and other requirements.
2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
 3. Samples taken but not tested shall be reported.
 4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
 5. When requested, testing and inspection agency shall provide interpretations of test results.

H. Contractor Responsibilities in Inspections and Tests:

1. Notify City during normal business hours, Monday through Friday, 24 hours in advance of expected time of each test and inspection to be conducted on the project site, for off-site testing within 50 miles of jobsite, 72 hours notice, and beyond 50 miles 5 working days notice is required, and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request form provided by City.
 - a. When tests or inspections cannot be performed after such notice, reimburse City for Testing Laboratory personnel and travel expenses incurred due to Contractor's negligence.
2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
3. Cooperate with testing and inspection agency personnel, City's field representative, Architect and Architect's consultants. Provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.
4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Project site or at source of products to be tested, and to store and cure test samples.
5. Provide, at least 15 days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

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TESTING AND INSPECTION

1.09 ADDITIONAL TESTING AND INSPECTION

- A. If initial tests or inspections made by the Testing Laboratory reveal that materials do not comply with Contract Documents, or if City has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.
1. If additional tests and inspections establish that materials comply with Contract Documents, City shall pay all costs for such tests and inspections.
 2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
 3. If Work requiring inspection is covered by follow-on work before it is inspected, Contractor shall uncover work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

<u>SECTION</u>	<u>MATERIAL TESTS</u>
4200	Masonry block strength, shrinkage and moisture content
4200	Masonry grout strength
5120	High strength grout strength
4200	Masonry mortar strength
5120	Structural steel bolting and welding
2300	Pile concrete and reinforcing
2200	Trench backfill
2200	Building pad sub-grade and imported fill
2300	Load test pile dowels

<u>SECTION</u>	<u>SPECIAL INSPECTION</u>
3200	Placement of reinforcing steel for concrete and concrete masonry
3300	Placement of cast-in-place concrete
4200	Placement of concrete block and grout
5120	Structural steel fabrication, erection, bolting and welding
7511	Installation of roof membrane

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05500, 04200, 05120	Installation of anchor bolts, dowels embedded in concrete and masonry
To be determined	Installation of adhesive (epoxy) connections
2300	Placement of pile concrete and reinforcement
2300	Pile driving
2200	Site grading, road and parking phase
2200	Trench backfill

SECTION

ENVIRONMENTAL TESTS

To be determined	Construction noise monitoring Storm water runoff sampling
02200, 02222	Compaction
3300	Concrete slump and strength Weight of lightweight concrete Water content for controlled mixes Temperature during hot or cold weather
3370	Shotcrete soundness and strength
4220	Block strength and moisture content Grout Strength
5100	Steel welding and bolting
5300	Shear connector stud
TBD	Expansion and epoxy anchors

SECTION

Special Inspection

2200	Subgrade beneath mat
02200, 02222	Filling
3200	Placement of reinforcing for concrete and shotcrete, Installation of mechanical couplers and end anchors, Welding of reinforcing bars (not anticipated)
3300	Concrete placement, Grout placement for steel base plates
3370	Preconstruction test panels Shotcrete placement
4220	Placement of block, reinforcing bars and grout
5100	Steel welding and bolting

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5300 Welding of deck and shear connector studs

TBD Expansion and epoxy anchors

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TESTING AND INSPECTION

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TEMPORARY CONSTRUCTION

PART 1 GENERAL

1.00 SECTION OVERVIEW

- A. PART 1 SECTION INCLUDES:
 - 1.01 TEMPORARY FACILITIES
 - 1.02 USE OF CITY FACILITY AND EQUIPMENT
 - 1.03 TEMPORARY ELECTRICITY
 - 1.04 TEMPORARY LIGHTING
 - 1.05 PROTECTION OF PUBLIC AND PRIVATE PROPERTY
 - 1.06 TEMPORARY SANITARY FACILITIES
 - 1.07 CONSTRUCTION AIDS
 - 1.08 TEMPORARY HEAT
 - 1.09 TEMPORARY VENTILATION
 - 1.10 TEMPORARY TELEPHONE SERVICE
 - 1.11 TEMPORARY WATER SERVICE
 - 1.12 SPECIAL EQUIPMENT & CONTROLS
 - 1.13 WATER CONTROL
 - 1.14 SCAFFOLDING
 - 1.15 TEMPORARY ENCLOSURES
 - 1.16 BARRIERS
 - 1.17 SITE PROTECTION
 - 1.18 TREE AND PLANT PROTECTION
 - 1.19 ACCESS REQUESTS
 - 1.20 NOISE CONTROL
 - 1.21 DUST CONTROL
 - 1.22 TRAFFIC CONTROL
 - 1.23 DEBRIS CONTROL
 - 1.24 POLLUTION CONTROL
 - 1.25 EROSION CONTROL
 - 1.26 FIRE PROTECTION SYSTEMS
 - 1.27 SECURITY
 - 1.28 PROJECT SIGNS

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- 1.29 FIELD OFFICE TRAILERS AND SHEDS
CONSTRUCTION
MANAGER'S FIELD OFFICE/FURNISHINGS
- 1.30 REMOVAL OF TEMPORARY FACILITIES
- 1.31 FORMS

1.01 TEMPORARY UTILITIES

- A. Temporary Connections: The Contractor shall provide all necessary temporary electricity, power, water, sewer, gas, data and other utilities needed for the Work through Final Completion.
- B. Contractor shall apply for, coordinate, schedule, and obtain all necessary permits for the Work, including payment of any permit fees charged by entities other than the City of Santa Clara. Only permit fees charged by the City of Santa Clara, which includes Silicon Valley Power, will be waived.
- C. Maintain strict supervision of the use of temporary construction facilities. Enforce compliance with applicable standards. Prevent abuses of services.
- D. Comply with all code and City requirements for use of temporary facilities and utilities.

1.02 USE OF CITY FACILITY AND EQUIPMENT

- A. Contractor will not be allowed to use any facility or equipment, which belongs to the City. Contractor shall provide its own facilities and equipment at its own expense.
- B. City Facilities and Sanitary/Nuisance Regulations:
 - 1. Not used.
 - 2. The Contractor shall provide adequate sanitary facilities for the use of those employed to perform Work at the Site. Such facilities shall be made available when the first employees arrive on Site, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required.
 - 3. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. Contractor shall rigorously prohibit the committing of nuisances to the sanitary facilities and shall immediately repair or correct any nuisance (graffiti, vandalism, etc.) or any inappropriate or unsafe sanitary condition. Any time the sanitary facilities are deemed to be a nuisance or health hazard, the City

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will issue a notice to repair. If not cleaned within 4 hours, the City will resolve the issue by whatever means is deemed appropriate by the City and the City shall back-bill the Contractor for payment of invoices for this service.

4. The Contractor shall rigorously prohibit the committing of nuisances on Site, on the lands of the City, or on adjacent property. Contractor shall immediately repair or correct any nuisance (graffiti, vandalism, etc.) or any inappropriate or unsafe safety condition adjacent to or associated with any area of Work activity.

1.03 TEMPORARY ELECTRICITY/POWER

- A. The Contractor will provide all temporary electricity/power on Site necessary to complete the Work, including all temporary electricity. The Contractor shall contact Silicon Valley Power to confirm the availability of the electrical source. If not currently available, the Contractor shall pay all costs to install and provide the electrical source needed to perform the Work.
- B. Contractor shall exercise measures to conserve energy at all times.
- C. All electrical work to be in compliance with all reference codes.
- D. The Contractor shall pay all electricity costs for temporary lighting currently in use on site, and for the temporary access roadway lighting throughout the duration of the Project.

1.04 TEMPORARY LIGHTING

- A. The Contractor will provide and pay for all temporary lighting in accordance with codes and regulations for all Work performed at the Site.
- B. The Contractor shall maintain all temporary lighting in current service to light the temporary access roadway/pedestrian walk and other temporary lighting on Site.

1.05 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

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- B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the City, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.06 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times

1.07 CONSTRUCTION AIDS

Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

1.08 TEMPORARY HEAT

- A. Provide and pay for heat devices and heat as required to perform the Work.
- B. Maintain minimum ambient temperature as necessary for specific work activities in areas where construction is in progress, unless otherwise indicated in the specifications.

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1.09 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. Identify potential problems associated with dust, fumes, vapors or gases as required in these specifications. Implement procedures, which will mitigate problems appropriately and within the limits imposed by the Contract Documents.

1.10 TEMPORARY TELEPHONE SERVICE

- A. Provide, maintain and pay for telephone service to Contractor's field office (and to all required cellular phones) throughout the duration of the Contract.

1.11 TEMPORARY WATER SERVICE

- A. The Contractor will provide all temporary water necessary for the Work.
- B. Where connected to City or Santa Clara Water Department water distribution system, exercise measures to conserve water.
- C. The Contractor shall contact the Package B Contractor prior to bid to determine any special needs for the erection of structural steel.

1.12 SPECIAL EQUIPMENT AND CONTROLS

- A. **Equipment Provided by the Assigned Contractor:** The Assigned Contractor shall provide all necessary equipment, such as, but not limited to tower cranes, truck cranes, and welding machines to install the structural steel in the Package B Contract. The Assigned Contractor shall provide and pay for any temporary modifications to the work to accommodate the use of its equipment at the Site (e.g., structural design and support for tower crane). The Contractor shall contact the Package B Contractor prior to bid to confirm their scope of work, which will be provided to the Contractor, and to include all other related work in the Contractor's bid.
- B. **Welding Protection Provided by the Assigned Contractor:** The Assigned Contractor shall provide for and maintain all forms of protection necessary to prevent damage resulting from welding structural steel, including, but not limited to previously installed material, equipment, and stored material. Provide all portable welding exhaust systems with HEPA 4 systems.

1.13 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment. Contractor shall have two (2) trailer mounted

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portable pumps on site at all times that excavation is occurring or that heading(s) are open.

- B. Protect site from puddling or running water. If, by any action by Contractor, water is allowed to issue forth or flow from any source in an unchecked manner (e.g. from a ruptured irrigation pipe, broken water line, etc.) or to pool for longer than 1 hour, City shall have the option to repair the rupture at City discretion and to back-charge Contractor for repair work.
- C. Provide water barriers as required to protect the Site from soil erosion.
- D. Provide methods to control surface water to prevent damage to the Site, or adjoining properties. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas to direct drainage to proper runoff.
- E. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
- F. Legally dispose of drainage or ground water. Disposal shall be in a manner, which will prevent flooding, erosions, or other damage to any portion of the Site or to adjoining areas and in accordance with all permit requirements.

1.14 SCAFFOLDING

Furnish, erect and maintain all required scaffolding to perform the Work. Scaffolding and accessories shall conform to all regulations governing such equipment. Maintain scaffolding in conformance with all applicable safety requirements. Upon completion of use, remove all scaffolding and accessories from the Site. At the Contractor's option, Contractor may have individual subcontractors provide scaffolding for their work; however, all scaffolding remains the responsibility of the Contractor.

1.15 TEMPORARY ENCLOSURES

- A. Provide temporary weather-tight enclosure of exterior walls for successive areas of building as work progresses, as necessary, to provide acceptable working conditions for Contractor and to provide weather protection for materials. Said enclosures shall provide for effective temporary heating, and shall prevent entry of unauthorized persons.
 - 1. Provide temporary exterior doors with self-closing hardware and padlocks.
 - 2. Enclosures shall be removable as necessary for work and for handling of materials as well as for emergency access or egress.

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- B. Provide temporary shoring as required by these Contract Documents. Obtain approval of City for any temporary structural supports.
- C. Provide temporary lighting as required to conform to safety standards.
- D. Completely remove temporary materials, equipment, and services:
 - 1. Not used.
 - 2. At completion of work, or as directed by City.
- E. Clean and repair damage caused by installation or by use of temporary facilities in accordance with the specifications.
- F. Restore existing areas and/or facilities used for temporary purposes to specified or to original condition (whichever is more restrictive). In the event that Contractor fails to restore areas and/or facilities as required, the City may restore or replace them and deduct the expense or the replacement from any amounts due or to become due to the Contractor.

1.16 BARRIERS

- A. Provide all barriers necessary or required by codes and regulations to perform the Work. The Package B Contractor shall be responsible for installing all safety railings required by all applicable codes for all Package B work, including but not limited to floor and roof perimeters and all interior structural steel openings.
- B. Shield all welding operations from public view with solid barrier.
- C. Contractor shall provide warning signs, barricades, and flag persons as necessary and required by public agencies having jurisdiction for traffic control and to protect public safety where work is performed in City roadways and public rights-of-way or when City roadways and public rights-of-way are temporarily used for deliveries (e.g., concrete pours, major material deliveries, etc.).
- D. Where walks, pathways or access ways are closed by the Work, an ADA compliant, alternate walkway shall be provided, preferably within the immediate location of the pathway or access to be closed. Where it is necessary to divert pedestrians into a major detour and/or into a parking lane or traffic area, at no time shall pedestrians be diverted into a portion of a street used for vehicular traffic. Any deviation from the above must have prior approval of the City.
- E. At locations where adjacent alternate walkways cannot be provided (i.e. where no pathway or access is available within the immediate location of the interruption) ADA compliant detours shall be clearly planned, marked and constructed. Appropriate signs and barricades must be installed at the limits of

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construction and in advance of the closure (or detour) in order to divert pedestrians to the appropriate walkway or detour.

- F. Wherever it is necessary that trenches and excavation be bridged, bridges shall be constructed in an ADA compliant manner. These bridges shall permit unobstructed flow of traffic or pedestrians and shall meet the following criteria:
1. Bridging shall be secured against displacement by using adjustable cleats, angles, bolts or other devices.
 2. Bridging shall be installed to operate with minimum noise.
 3. The trench shall be adequately shored, to support the bridging and traffic.
 4. Only steel plates shall be used for bridging. Steel plates used for bridging shall extend one foot (minimum) beyond the edges of the trench. The steel plates shall be beveled in order to provide smooth and uninterrupted wheelchair and other access. Temporary paving materials may be used in conjunction with the beveled steel plates.
- G. Remove barriers and enclosures only after acceptance of that portion of the Work area.

1.17 SITE PROTECTION

Construction limits are shown on the Contract Drawings. All construction activity including material storage, project office(s), equipment parking or other uses shall be confined within those areas, which have been approved in advance by the City. In no case shall the surrounding area outside the construction limits be disturbed unless otherwise noted in the Contract Documents. In the event that it is disturbed, the Contractor shall restore that area, at its cost, as directed by, and to the satisfaction of the City.

1.18 TREE AND PLANT PROTECTION

- A. Do not park vehicles or store equipment within the drip line of any trees on Site. The trees are protected by temporary fencing, which has been provided by others. The Contractor is encouraged to visit the Site prior to bid to determine the extent of the protection that could limit the Contractors flexibility to access the Site and temporarily store materials. The Contractor is required to remove all temporary fencing around the Site and the temporary tree protection fencing prior to Final Completion in accordance with other sections of these Specifications.

1.19 ACCESS REQUESTS

- A. The Contractor is required to coordinate access to all work, which also requires coordination with the City and its Construction Manager in order to maintain control and coordination of the work at the Site.

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- B. The Contractor shall provide convenient and safe access to all Work during construction. Such access shall include, but is not limited to, providing ladders, lifts or scaffolding to allow safe and convenient access by such City representatives as City Inspectors, Architect, Special Inspectors, the Fire Department, and Building Department.

1.20 NOISE CONTROL

- A. Conform to OSHA and City of Santa Clara noise ordinance requirements unless a more stringent requirement is otherwise specified in the Contract Documents.
- B. City has limited hours of certain types of construction operations. Coordinate work with City's Construction Manager.
- C. See Contract Specification Section 01590 for additional requirements and limitation regarding noise generated by the Contractor.

1.21 DUST CONTROL

- A. Provide positive methods and apply dust control material to minimize raising dust from the construction operations and construction vehicles and provide positive means to prevent airborne dust from dispersing into the atmosphere.
- B. See Contract Specification Sections 01100 and 01590 for additional requirements for controlling dust at and around the Site.

1.22 TRAFFIC REGULATIONS, TRAFFIC PLAN, SITE PARKING AND RESTRICTIONS

- A. The City has restricted routing of construction traffic and construction vehicle and equipment parking. Parking of construction vehicles will only be in designated nearby areas on City property.
 - 1. Employee Parking shall be arranged by the Contractor. Available parking spaces for Police use in front of the building for the general public shall not be used.
- B. Street Lane and Side Walk Closures:
 - 1. Street Closures: Contractor must obtain all necessary permits and comply with all City regulations before closing any streets.
 - 2. Sidewalk Closures: Contractor must obtain all necessary permits and comply with all City regulations before closing sidewalks.
 - 3. The Contractor shall pay for all street and sidewalk closures, including but not limited to, the appropriate street closure and temporary directional signage, crosswalks, flag persons as required to control construction

SECTION 01500

TEMPORARY CONSTRUCTION

traffic. The City has waived fees for street closures or diversions, but the Contractor must plan, schedule, apply for, coordinate and implement all necessary street closures or diversions. Contractor shall take all necessary precautions to protect the public from construction activities. Minimum requirements for the directional signage and related signage must comply with City traffic regulations. Contact Dave Pitton, Traffic Engineer, at 408-615-3021 for more information regarding traffic regulations and requirements.

1.23 DEBRIS CONTROL

- A. Maintain all areas under the Contractor's control, free of extraneous debris.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.
 - 1. Provide containers for deposit of debris.
 - 2. Prohibit overloading of trucks to prevent spillages on access and haul routes.
 - 3. Provide periodic inspection of traffic areas to enforce requirements.
- C. Schedule periodic collection and disposal of debris.
 - 1. Provide additional collections and disposal of debris whenever the periodic schedule is inadequate to prevent accumulation or as requested by the City.

1.24 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.
 - 3. Direct pollutants such as diesel exhaust away from building air intakes.

1.25 EROSION CONTROL

- A. The Contractor will be responsible for providing additional erosion control as necessary and is also responsible for removing existing and any added erosion control when it is no longer needed at the Site.

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TEMPORARY CONSTRUCTION

1.26 FIRE PROTECTION SYSTEMS

- A. Provide temporary fire protection as required by codes and regulations for Work.
- B. Maintain approved fire extinguishers at all work areas and maintain fire department vehicle access as required by the Fire Department. The Contractor is responsible to contact the City Fire Department to insure compliance with all vehicle access by the fire Department.

1.27 SECURITY

Provide adequate security for equipment and construction materials for the Work that are either erected or stored at the Site.

- A. Contractor is responsible for the security and protection of the Contractor's work area.
- B. If the Contractor requires a sign in procedure, it must be coordinated with the City to avoid confusion.
- C. Coordinate with local law enforcement and cooperate at all times with them.
- D. If the Contractor fails to adequately secure the Site in the opinion of the City, qualified forces will be employed and costs for the service charged to the Contractor.
- E. Maintain fencing at all times.
- F. Review and comply with all local ordinances related to emergency response requirements.
- G. Develop, submit, update and maintain an emergency response program for this project specific to the needs of the project.
- H. Provide list of emergency contact numbers for the Project, including all personnel work and home phone numbers. The Contractor must provide a twenty-four hour contact phone number for Contractor personnel.
- I. Provide and post local map with area hospitals and emergency room locations and phone numbers and update this map on a monthly basis.

1.28 PROJECT SIGNS

- A. General: Others will provide the Project Sign. Contractor shall pay all cost to include the Contractor's name on Project Sign.
- B. Warning Signs on Enclosure Barriers and Construction Gates: Provide as necessary to comply with codes and local laws and regulations.
- C. Project Signs: The design of the project signs will be provided by others. The Contractor shall modify the sign to update it with information regarding the Contractor.

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TEMPORARY CONSTRUCTION

- E. Interior Signs: Provide temporary interior signs as necessary to comply with codes and local laws and regulations.
- F. Additional Signs: Contractor shall provide and install any additional temporary signage as may be necessary to provide safe, reliable, accurate way-finding and construction area marking in accordance with all codes and local laws and regulations.

1.29 FIELD OFFICE TRAILERS AND SHEDS

A. CONTRACTOR'S FIELD OFFICE:

Furnish and install field office trailer(s), on Site, adequate in size and accommodation for Contractor's offices, superintendent's office, supply and tool room and subcontractors. Location of Contractor's field office trailer must be in the designated staging area as approved by the City. Make the field office available to the City throughout the entire construction period. Field office(s) shall be for safekeeping of plans, specifications and records, and shall contain reference board, table or desk, and chairs. Field offices shall be installed and operated at Contractors expense as a part of the base bid. Field offices in excess of those shown on the drawings shall be at Contractors expense.

1.30 REMOVAL OF TEMPORARY FACILITIES

Maintain all temporary facilities, staging area and controls as long as needed for the safe and proper completion of the Work; and remove all such temporary facilities. Promptly clean and repair damage caused by installation or use of temporary facilities. Restore site including staging area(s) to condition equal to or better than the condition prior to the installation of the temporary facility(s). If the Contractor fails or refused to repair the damage promptly, the City may have the necessary work performed and charge the cost to the Contractor or deduct the expense from any amounts due or to become due to the Contractor.

1.31 FORMS

The Contractor is required to use the City's standard project forms during construction. A project manual will be provided to the Contractor outlining the specific use for each form at the pre-construction conference. Electronic versions of the forms in Microsoft Word will be provided to the Contractor for their use during the Project. The Contractor's attention is also directed to Section 01318, Paragraph 1.04 for additional requirements regarding the use of City supplied forms.

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PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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TEMPORARY CONSTRUCTION

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SECTION 01540

SITE SECURITY AND SAFETY

PART 1 GENERAL

1.01 DESCRIPTION

This section describes the requirements for providing Site security and safety.

1.02 SUBMITTALS

- a. See Section 01330 (Submittal Procedures).
- b. Site Security
- c. Safety Program.
- d. Fire Protection Plan

1.03 WORK SPECIFIED ELSEWHERE

- A. Continuously maintain protection as necessary to protect the Work as a whole and in part, and adjacent property and improvements, injuries or damage.
- B. Properly protect the Work:
 1. With lights, guard rails, temporary covers and barricades.
 2. Enclose excavations with proper barricades.
 3. Brace and secure all parts of the Work against storm and accident.
 4. Provide such additional forms of protection, which may be necessary under existing circumstances.
- C. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.04 CONTROL OF SITE

Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employees found in violation of this provision.

1.05 SITE SECURITY

- A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing

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SITE SECURITY AND SAFETY

theft, loss, vandalism and improper concealment of personal property of the City and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.

- B. No claim shall be made against City by reason of any act of an employee or trespasser, and Contractor shall repair all damage to City's property resulting from Contractor's failure to provide adequate security measures.
- C. Contractor shall maintain a lock on the Construction access gate at all times. Contractor shall appoint one person to let people through the gate and maintain the sign-in/out list, with person's name, company, reason for entering, what they are delivering, time and date. Alternatively, Contractor shall provide a full-time guard at the gate at all times to control access and maintain the sign-in/out list. The sign in/out list shall be available to City at any time upon request. If City determines that the gate has been left unlocked, Contractor shall if requested by City provide a full time guard at no additional expense to the City.
- D. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

1.06 SAFETY PROGRAM

- A. Within 15 calendar days after Notice to Proceed, Contractor shall submit a Safety Program to City for information purposes. Contractor shall be required to comply with the Safety Program and all applicable Federal, State and regulation codes, rules, law and ordinances.
- B. Review of the Safety Program shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- C. It is essential that Contractor and each subcontractor implement an effective and vigorous Safety and Health Program to cover its portion of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to its portion of the Work rests with each individual Contractor and subcontractor.
- D. Safety Program components:
 - 1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
 - 2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of

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SITE SECURITY AND SAFETY

the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.

3. Confined Space Program: The Site contains permit- and non-permit-confined spaces. City will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
 4. The wearing of hard hats will be mandatory at all times for personnel on Site. Contractor shall supply sufficient hard hats to equip properly all employees and visitors.
- E. Whenever an exposure exists, appropriate personal protective equipment (PPE) will be used by all affected personnel. Contractor shall supply PPE to all personnel under its direction.

1.07 SAFETY REQUIREMENTS

- A. Standards: Maintain the Site in accordance with State and local safety and insurance standards.
- B. Hazards Control:
 1. Store volatile wastes in covered metal containers and remove from premises daily.
 2. Prevent accumulation of wastes, which create hazardous conditions.
 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 1. Do not burn or bury rubbish and waste material at the Site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 3. Do not dispose of wastes into streams or waterways.
- D. Provide accident information on the forms provided by Contractor. This information will be provided on the same day as the occurrence of said accident.

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SITE SECURITY AND SAFETY

1.08 SITE SAFETY OFFICER

- A. Contractor shall designate one of its staff as "Site Safety Officer" whose duties will include responsibility for enforcing the environmental protection provisions of these Specifications including safety and health, the requirements of the Occupational Safety Health Act, and other applicable Federal, State and local standards. Contractor shall submit for review by City its intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, safety and health plan. After review by City, the implementation and changes in the programs shall be requested by Contractor through the Site Safety Officer for written concurrence by City.
- B. Representative(s) of City Risk Management will be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.09 FIRE PROTECTION PLAN

- A. Within 15 days after Notice to Proceed submit one copy of a fire protection plan that has been reviewed and approved by the Santa Clara County Fire Department. It is recommended that the plan include, but not be limited to, a discussion of the following items:
 - 1. Equipment spark arresters
 - 2. Fire-extinguishing equipment on hand
 - 3. Method of operation in case of fire
 - 4. Notification to authorities of any fire
 - 5. Access available during performance of Work
 - 6. Educating workers of fire protection plan
 - 7. Storage protection for flammable materials
 - 8. Ventilation and illumination equipment

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SITE SECURITY AND SAFETY

1.10 EMERGENCY WATER SUPPLY SHUT-OFF PLAN

1.11 EMERGENCY SEWER BY-PASS PLAN

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

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SITE SECURITY AND SAFETY

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SECTION 01590

CITY MITIGATION MEASURES

PART 1 GENERAL

1.01 SUMMARY

A. SECTION INCLUDES

1. Cultural Resources & Human Remains Requirements
2. Air Quality Measures
3. Noise Reduction Measures
4. Other City Requirements

1.02 RELATED SECTIONS

- A. Section 01000-Summary of Work
- B. Section 01500-Temporary Construction

1.03 GENERAL

In January 2001, the City Council approved the mitigation measures included in the Draft and Final Environmental Impact Reports prepared by Environmental Science Associates, dated October 27, 2000 and November 30, 2000, respectively. These reports are available for review at the City's office (1500 Warburton Ave, Santa Clara). The Contractor shall comply with and implement the Environmental Impact Report mitigation measures, which are listed in Paragraph 1.04 and Paragraph 1.05 of this Section of the Contract Specifications, as well as other City mitigation measures listed in this Section and the Contract Specifications:

1.04 MITIGATION MEASURES B.3a & B.3b, CULTURAL RESOURCES & HUMAN REMAINS

- A. The City and the Planning Division shall be notified at least 48 hours (i.e., 2 business work days) prior to any grading or other subsurface work on the site. In the event that cultural resources are encountered, all work within the proximity of the find shall temporarily halt so that the archaeologist can examine the find and document its provenience and nature (through drawings, photographs, written description, etc. as necessary).
- B. If human remains are encountered during project construction, the Contractor shall notify the Santa Clara County Coroner's Office immediately. The coroner will determine if the remains are those of a Native American, and if they are, will notify the Native American Heritage Commission.

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CITY MITIGATION MEASURES

- C. The Contractor shall anticipate zero **0** workdays of delays and impacts as a result of any discovery of cultural resources or human remains and include these delay and impact costs in its bid. The Contractor shall receive a non-compensable time extension for delays resulting from the discovery of cultural resources or human remains beyond the Contractor's control as defined in Paragraph 15.B of Document 00700, General Conditions.

D. **ARCHAEOLOGICAL AND PALEONTOLOGICAL RIGHTS**

The Contractor shall notify the City at least five (5) full working days in advance of performing any earth-moving activities to enable the City to provide archaeological monitoring of the work.

Monitoring shall consist of coordinating subsurface work to allow for the careful examination of vertical and horizontal soil relationships for the purpose of defining positive archaeological finds (prehistoric and/or historic). In the event that cultural resources are encountered, all work within the proximity of the find shall temporarily halt so that the archaeologist can examine the find and document its provenience and nature (through drawings, photographs, written description, etc., as necessary). The monitor will then direct the work to either proceed if the find is deemed to be insignificant or is adequately documented and resolved, or continue elsewhere, as appropriate, until adequate mitigation measures are adopted or the matter is otherwise resolved to the satisfaction of the City.

The Contractor shall notify the City a minimum of two (2) full working days in advance of canceling scheduled subsurface construction work including grading or similar work to provide the City with sufficient notice to cancel archaeological monitoring services.

The City may suffer damages in the event that the Contractor failed to comply with the required notification. The parties hereto agree that it is and will be extremely difficult to determine the actual damage that the City will sustain in the event that the City does not receive the required notification; and it is therefore agreed that the Contractor will pay to the City the sum of \$1,000 for each occurrence of the Contractor's failure to provide the required notification. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due to the Contractor under the Contract. In addition, in the event that the Contractor fails to comply with the required notification, the Contractor shall cease all construction operations, including non- surface constructions, until the required notification is provided in accordance with the Provisions of this Section.

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CITY MITIGATION MEASURES

1.05 MITIGATION MEASURE D.1, AIR QUALITY

- A. Water all active construction areas at least twice daily or as needed to prevent dust.
- B. Cover all trucks hauling soil, sand, and other loose materials, or all trucks shall maintain at least 2 feet of freeboard.
- C. Pave, or apply water three times daily, or apply nontoxic soil stabilizers on all unpaved roads, parking areas, and construction staging areas.
- D. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites as needed to prevent dust.
- E. Sweep streets daily with water sweepers, if visible soil material is carried onto adjacent public streets.
- F. Hydroseed or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
- G. Enclose, cover, water twice daily, or apply nontoxic soil binders to exposed stockpiles (dirt, sand, etc.).
- H. Traffic speeds on unpaved roads shall be limited to 15 miles per hour.
- I. Install sandbags or other erosion-control measures to prevent silt runoff to public roadways during rainy season construction (November through April).
- J. Other related requirements by the City:
 - 1. Dust-proof chutes shall be used for loading construction debris onto trucks. Alternative means of loading construction debris may be permitted if approved by the City.
 - 2. Contractor shall suspend dust-producing activities during periods of high winds when dust control measures are unable to avoid visible dust plumes.
 - 3. During the dry season (May-October) provide equipment and staffing for watering of all exposed or disturbed soil surfaces at least twice daily.
 - 4. Any fine materials transported by truck will be covered or wetted down to control dust.

1.06 NOISE REDUCTION MEASURES

- A. Contractor shall comply with the City of Santa Clara Noise Ordinance. The following construction activities shall be prohibited:
 - 1. "Operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of 7 PM and 7 AM, or 8 PM and 9 AM on weekends or holidays such that the sound therefrom creates a noise disturbance across a residential or commercial real property line, except for emergency work of public service utilities or by variance issued by the City.

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CITY MITIGATION MEASURES

2. "Where technically and economically feasible, construction activities shall be conducted in such a manner that the maximum sound levels at affected properties will not exceed those listed in the following schedule: Maximum sound levels for nonscheduled, intermittent, short-term operation (less than 10 days) of mobile equipment shall be 80 dBA daily (7 AM to 7 PM) and 65 dBA weekends (8 AM to 8 PM): Maximum sound levels for repetitively scheduled and relatively long-term operation (periods of 10 days or more) of stationary equipment shall be 65 dBA daily (from 7 AM to & 7 PM and 55 dBA weekends (from 8 AM to 8 PM).

In addition, the use of impulse tools (e.g., hoe-ram, jackhammers, etc.) shall be limited to the hours of 7:00 AM to 5:00 PM.

- A. Plywood Barrier & Impulse Tool Shields
 1. Impulse tools shall be temporarily shielded when in use (by interposing another truck, a temporary plywood barrier, noise control blankets, or gypsum board, as appropriate).
- C. All construction equipment shall be muffled and properly maintained. "Quiet package" equipment (e.g., compressors and generators in separate compartments or otherwise muffled) shall be used on the Site.
- D. The City will respond to any complaints regarding construction noise and for coordinating with adjacent land uses. The City shall determine the cause of any complaints and coordinate with the Contractor. The Contractor shall implement effective measures (considered technically and economically feasible by the City) warranted to correct the problem. The telephone number of the NDC shall be posted at the construction site and provided to neighbors in a notification letter sent by the City. The City Representative shall be trained to use a sound level meter and will be available during all construction hours to respond to complaints.

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Products
- B. Product Options and Substitutions
- C. Product Delivery Requirements
- D. Shipping Requirements
- E. Product Storage and Handling Requirements

1.2. PRODUCTS

- A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. For similar components, provide interchangeable components of the same manufacturer.

1.3. PRODUCT OPTIONS AND SUBSTITUTIONS

- A. Summary: This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders).
- B. Contractor's Options:
 - 1. For products specified only by reference standard: Select any product meeting that standard.
 - 2. For products specified by naming one or more products or manufacturers:
 - a. Select products of any named manufacturer meeting specifications.
 - b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section 01600 and a fully executed Document 00660

SECTION 01600

PRODUCT REQUIREMENTS

(Request for Substitution), but using the term "Contractor" each place the term "Bidder" appears in that form.

C. Substitutions:

1. Except as provided in Document 00200 (Instructions to Bidders) with respect to "or equal" items, City will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project).
2. Submit separate RFS (and four copies) for each product and support each request with:
 - a. Product identification.
 - b. Manufacturer's literature.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and dates of installation.
 - e. Name, address, and telephone number of manufacturer's representative or sales engineer.
 - f. For construction methods: Detailed description of proposed method; drawings illustrating methods.
3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with City for work

SECTION 01600

PRODUCT REQUIREMENTS

on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.
6. City will not consider substitutions for acceptance (or, in City's sole discretion, City may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
 - a. Results in delay meeting construction Milestones or completion dates.
 - b. Is indicated or implied on submittals without formal request from Contractor.
 - c. Is requested directly by Subcontractor or supplier.
 - d. Acceptance will require substantial revision of Contract Documents.
 - e. Disrupts Contractor's job rhythm or ability to perform efficiently.
7. Substitute products shall not be ordered without written acceptance of City.
8. City will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
9. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

D. Contractor's Representation and Warranty:

1. Contractor's RFS constitute a representation and warranty that Contractor:

SECTION 01600

PRODUCT REQUIREMENTS

- a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Will provide the same warranty for substitution as for specified product.
 - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
 - d. Waives claims for additional costs which may subsequently become apparent.
 - e. Will compensate City for additional redesign costs associated with substitution.
 - f. Will be responsible for Construction Schedule slippage due to substitution.
 - g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by City.
 - h. Will compensate City for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against City, caused by late requests for substitutions or late ordering of products.
- E. City's Duties:
1. Review Contractor's RFS with reasonable promptness.
 2. Notify Contractor in writing of decision to accept or reject requested substitution.
- F. Administrative Requirements:
1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required City services made necessary by the

SECTION 01600

PRODUCT REQUIREMENTS

substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

1.4. PRODUCT DELIVERY REQUIREMENTS

- A. Deliver products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5. SHIPPING REQUIREMENTS

- A. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.
 - 1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of City.
 - 2. Grease and lubricating oil shall be applied to all bearings and similar items.
- B. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

1.6. PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store products only in staging area per provisions of Section 01100 (Summary).
- B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- C. For exterior storage of fabricated products, place on appropriate supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.

SECTION 01600

PRODUCT REQUIREMENTS

- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- H. Without limiting the foregoing:
 - 1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
 - 2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
 - 3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geo-membranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
 - 4. Pumps, motors, electrical equipment, and all equipment with anti-friction or sleeve bearings shall be stored in weather-tight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
 - 5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Contractor shall carefully follow manufacturer's storage instructions.
 - 6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of City, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

SECTION 01600

PRODUCT REQUIREMENTS

7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Contractor shall put new lubricants into the equipment at the time of acceptance.
8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.
10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner that does not damage the equipment.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

SECTION 01600
PRODUCT REQUIREMENTS

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SECTION 01620

PRODUCT OPTIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Procedures are described for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the specifications or approved for use in Addenda, which were not already the subject of a Document 00660 Substitution Request Form.
- B. Related Sections
 - 1. Section 01250: Modification Procedures
 - 2. Section 01330: Submittals

1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard: Select any product meeting that standard.
- B. For products specified by naming one or more products or manufacturers:
 - 1. Select products of any named manufacturer meeting specifications.
 - 2. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS).

1.03 SUBSTITUTIONS

- A. Except as provided in Document 00200 Instructions to Bidders with respect to "or equal" items, City and Engineer will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of substantial completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project).
- B. Submit separate RFS (and four copies) for each product and support each request with:
 - 1. Product identification
 - 2. Manufacturer's literature
 - 3. Samples, as applicable

SECTION 01620

PRODUCT OPTIONS

4. Name and address of similar projects on which product has been used, and dates of installation
 5. Name, address and telephone number of manufacturer's representative or sales engineer
 6. For construction methods: Detailed description of proposed method; Drawings illustrating methods.
- C. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations, including but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed.
- D. State whether the substitute will require a change in any of the Contract documents (or provisions of any other direct contract with City for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
- E. All variations of the proposed substitute from that specified will be identified in the RFS and available maintenance, repair and replacement service will be indicated.
- F. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract price, including but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors effected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.
- G. City will not consider substitutions for acceptance when:
1. They will result in delay meeting construction milestones or completion dates.
 2. They are indicated or implied on submittals without formal request from Contractor.
 3. After Bid Opening Date and after Award of Contract, they are requested directly by subcontractor or supplier.
 4. Acceptance will require substantial revision of Contract Documents.
 5. They disrupt Contractor's job rhythm or ability to perform efficiently.
- H. Substitute products shall not be ordered without written acceptance of City.
- I. City will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

SECTION 01620

PRODUCT OPTIONS

- J. Accepted substitutions will be evidenced by a change order. All Contract Documents requirements apply to Work involving substitutions.

1.04 CONTRACTOR'S REPRESENTATION AND WARRANTY

- A. Requests constitute a representation and warranty that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product
 2. Will provide the same warranty for substitution as for specified product
 3. Will coordinate installation and make other changes, which may be required for Work to be complete in all respects
 4. Waives claims for additional costs, which may subsequently become apparent
 5. Will compensate City for additional redesign costs associated with substitution
 6. Will be responsible for Construction Schedule slippage due to substitution
 7. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that is subsequently rejected by City.
 8. Will compensate City for all costs; including extra costs of Contract, extra cost to other contractors, and any claims brought against City, caused by late requests for substitutions or late ordering of products.

1.05 CITY'S DUTIES

- A. Review Contractor's RFS with reasonable promptness.
- B. Notify Contractor in writing of decision to accept or reject requested substitution.

1.06 ADMINISTRATIVE REQUIREMENTS

Specified products, materials, or systems for Project may include engineering or on-file standards required by the Regulatory Agency. Contractor's substitution of products, materials or systems may require either additional engineering, testing, reviews, approvals, assurances, or other information for compliance with Regulatory Agency requirements or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required City or Architect's services made necessary by the substitution at no increase in Contract Sum or schedule time, and as a part of substitution proposal.

SECTION 01620
PRODUCT OPTIONS

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01715

EXISTING UNDERGROUND FACILITIES

PART 1 GENERAL

1.1. PUBLIC FACILITIES AFFECTED

- A. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- B. Contractor's attention is directed to the existence of underground sewer, water, gas, power, telephone, and cable lines and other utilities within the areas in which Work is to be performed. Contractor shall, at least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify Underground Service Alert (USA North) at 1-800-227-2600 or 811.

1.2. PRIVATE FACILITIES AFFECTED

No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property owners prior to construction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01715
EXISTING UNDERGROUND FACILITIES

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SECTION 01731

CUTTING AND PATCHING

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3. DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4. SUBMITTALS

Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.

Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

SECTION 01731

CUTTING AND PATCHING

Products: List products to be used and firms or entities that will perform the Work.

Dates: Indicate when cutting and patching will be performed.

Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

City Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5. QUALITY ASSURANCE

Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

Cutting and patching of structural members shall be performed only by structural steel erector.

Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

Primary operational systems and equipment.

Air or smoke barriers.

Fire-protection systems.

Control systems.

Communication systems.

Conveying systems.

Electrical wiring systems.

Operating systems of special construction in Division 13 Sections.

SECTION 01731

CUTTING AND PATCHING

Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

Water, moisture, or vapor barriers.

Membranes and flashings.

Exterior curtain-wall construction.

Equipment supports.

Piping, ductwork, vessels, and equipment.

Noise- and vibration-control elements and systems.

Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

Processed concrete finishes.

Ornamental metal.

Matched-veneer woodwork.

Preformed metal panels.

Firestopping.

Stucco and ornamental plaster.

Aggregate wall coating.

Wall covering.

HVAC enclosures, cabinets, or covers.

SECTION 01731

CUTTING AND PATCHING

Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.7. WARRANTY

Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2. MATERIALS

General: Comply with requirements specified in other Sections of these Specifications.

Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 – EXECUTION

3.1 EXAMINATION

Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

SECTION 01731

CUTTING AND PATCHING

3.2 PREPARATION

Temporary Support: Provide temporary support of Work to be cut.

Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

Concrete, Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.

SECTION 01731

CUTTING AND PATCHING

Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

Proceed with patching after construction operations requiring cutting are complete.

Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.

END OF SECTION

SECTION 01740

CLEANING

PART 1 GENERAL

1.1. PROGRESS CLEANING

- A. Contractor shall perform periodic cleaning to ensure that any streets and other City and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
- E. Disposal of Materials:
 - 1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
 - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
 - 3. Contractor is cautioned that the County of Santa Clara and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
 - 4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property

SECTION 01740

CLEANING

owner and presented to City. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor, Santa Clara County, City and any City consultant from future liability.

- G. If Contractor does not properly clean the Site, in the opinion of City, then City shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.2. FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
- C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
- D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
- F. Clean Site; mechanically sweep paved areas.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SUMMARY

This section describes contract closeout procedures including:

1. Removal of temporary construction facilities
2. Substantial Completion
3. Final Completion
4. Final Cleaning
5. Project record documents
6. Material, equipment and Finish Data
7. Miscellaneous Project Record Submittals
8. Project Guarantee
9. Warranties
10. Turn-In
11. Release of Claims
12. Fire Inspection Coordination
13. Building Inspection Coordination
14. Liquidated Damages

1.02 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified condition.
- D. Comply with paragraph 1.12 of Section 1500 (Temporary Facilities and Controls).

1.03 SUBSTANTIAL COMPLETION

- A. When Contractor considers Work or designated portion of the Work as substantially complete, Contractor shall submit written notice to City, with list of items to be completed or corrected. The term "Substantial Completion" is defined in Section 01420 References and Definitions.
- B. Within reasonable time City will inspect to determine status of completion.

SECTION 01770

CONTRACT CLOSEOUT

- C. Should City determine that Work is not substantially complete, City will promptly notify Contractor in writing, listing all defects and omissions.
- D. Contractor shall remedy deficiencies and send a second written notice of substantial completion to the City. Upon receipt of proper notice the City will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then Contractor shall pay the cost of the re-inspection.
- E. When City concurs that Work is substantially complete, City will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be complete or corrected as verified by City and Architect.
- F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by City, all associated training completed and all spare parts and O & M manuals turned over to the City before a Certificate of Substantial Completion will be issued. The term "Substantial Completion" is defined in Section 01420 References and Definitions. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the work by Contractor, Contractor through City will reimburse these visits.

A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse City for costs associated with these visits

1.04 FINAL COMPLETION

- A. Final Completion is defined in Section 01420 References and Definitions. Final Completion occurs when Work meets requirements for City's Final Acceptance. When Contractor considers Work is finally complete, submit written certification that:
 - 1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
 - 2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of City's representative, and are operative. All user manuals and warranties have been submitted and accepted by the City.

SECTION 01770
CONTRACT CLOSEOUT

3. Work is complete and ready for final inspection.
- B. In addition to submittals required by conditions of Contract, Contractor shall provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
 - C. When City finds Work is acceptable and final submittal is complete, City will issue final change order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should Architect or City determine that Work is incomplete or defective:
 - a. City promptly will so notify Contractor, in writing, listing the incomplete or defective items.
 - b. Contractor shall promptly remedy the deficiencies and notify the City when it is ready for re-inspection.
 - c. When Architect and City determine that the Work is acceptable under the Contract Documents, City will request Contractor to make closeout submittals.
 - D. Final adjustments of accounts:
 1. Contractor shall submit a final statement of accounting to City, showing all adjustments to the Contract Sum and complete and execute Document 00650 Agreement and Release of Any and All Claims.
 2. If so required, City shall prepare a final Change Order for submittal to Contractor, showing adjustment to the Contract Sum that were not previously made into a Contract Modification.

1.05 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces as required to comply with building codes and regulations.
- C. Restore staging areas to original condition.
- D. Remove waste and surplus materials, rubbish, and construction facilities from Site.

SECTION 01770

CONTRACT CLOSEOUT

1.06 MATERIAL, EQUIPMENT AND FINISH DATA

Contractor shall submit two sets of data for primary materials, equipment and finishes as required under each specification section prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers to City for City's records.

1.07 MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to City for City's records.

1.08 PROJECT GUARANTEE

- A. Requirements for Contractor's guarantee of completed Work are included in Document 00700 General Conditions, Paragraph 9. Contractor shall guarantee Work done under Contract against failures, leaks or breaks or other unsatisfactory conditions due to defective equipment, materials or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of two years from date of Final Acceptance.
- B. Neither recordation of final acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by City shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. City may make repairs to defective Work as set forth in paragraph 1.09.C of Document 00700 General Conditions, if, within 5 working days after mailing of written notice of defective work to Contractor or authorized agent, Contractor shall neglect to make or undertake repair with due diligence; provided, however, that in case of leak or emergency where, in opinion of City, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to Contractor, and Contractor shall pay cost thereof.
- D. If, after installation, operation or use of materials or equipment to be furnished under Contract proves to be unsatisfactory to City, City shall have right to operate and use materials or equipment until it can, without damage to City, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

SECTION 01770
CONTRACT CLOSEOUT

- E. Nothing in this Section shall be construed to limit, relieve or release Contractor's, subcontractors' and equipment suppliers' liability to City for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees or subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.09 WARRANTIES

- A. Execute Contractor's submittals and assemble warranty documents, and operations and maintenance manuals, executed or supplied by subcontractors, suppliers, and manufacturers.
1. Provide table of contents and assemble in 8-1/2 inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
 2. Include contact names and phone numbers for City personnel to call during warranty period.
 3. Assemble in Specification Section order.
- B. Submit material prior to final application for payment.
1. For equipment put into use with City's permission during construction, submit within ten (10) working days after first operation.
 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) working days after acceptance, listing date of acceptance as start of warranty period.
- C. Warranties are intended to protect City against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
1. Unusual or abnormal phenomena of the elements
 2. Vandalism after substantial completion
 3. Insurrection or acts of aggression including war

SECTION 01770

CONTRACT CLOSEOUT

- E. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than 730 days after corrected Work was done, whichever is later.
- G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- H. Warranty Forms: Submit drafts to City for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
 - 1. Warranty shall be countersigned by manufacturers.
 - 2. Where specified, warranty shall be countersigned by subcontractors and installers.
- I. Rejection of Warranties: City reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems and workmanship warranty period shall be one (1) years minimum from date of final completion of entire Work except where:
 - 1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
 - 2. Materials, equipment or systems are put into beneficial use of City prior to Final Completion as agreed to in writing by City.
- K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to City free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall

SECTION 01770

CONTRACT CLOSEOUT

have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this Paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of City.

1.10 TURN-IN

Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits and keys issued to Contractor during prosecution of Work are turned in to City.

1.11 RELEASE OF CLAIMS

Contract Documents will not be closed out and final payment will not be made until Document 00650 Agreement and Release of Any and All Claims, is completed and executed by Contractor and City.

1.12 FIRE INSPECTION COORDINATION

Contractor shall coordinate fire inspection and secure sufficient notice to City to permit convenient scheduling.

1.13 BUILDING INSPECTION COORDINATION

Contractor shall coordinate with City inspectors as required.

1.14 LIQUIDATED DAMAGES

If assessment of Liquidated damages as provided by Contract Documents occurs during the project, such assessment shall stop at the date the Contractor achieves Substantial Completion. Contractor shall then have a period of **30** calendar days to complete all activities to achieve Final Completion. If Final Completion is not achieved in this period, Liquidated Damages will resume at the daily rates in Document 00520 until such time as Final Completion is achieved by the Contractor

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01770
CONTRACT CLOSEOUT

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SECTION 01780

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This section specifies administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
 - 1. Marked-up copies of Contract Plans
 - 2. Marked-up copies of Shop Drawings
 - 3. Newly prepared Drawings
 - 4. Marked-up copies of Specifications, Addenda, Change Orders and other Contract Modifications
 - 5. Marked-up Project Data submittals
 - 6. Record Samples
 - 7. Field records for variable and concealed conditions
 - 8. Record information on Work that is recorded only schematically
- C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of the Specifications.
- D. General Project closeout requirements are included in Section 01770 "Contract Closeout".
- E. Maintenance of Documents and Samples:
 - 1. Store Project Record Documents and samples in the field office apart from Contract Documents used for construction.
 - 2. Do not permit Project Record Documents to be used for construction purposes.
 - 3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.
 - 4. Make documents and samples available at all times for inspection by Architect and City.
- F. City will provide one blueline set of the construction drawings and one project manual for Contractor's use for recording as-built conditions.

SECTION 01780

PROJECT RECORD DOCUMENTS

1.02 PROJECT RECORD DRAWINGS

- A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Plans and Shop Drawings for Project Record Document purposes. Label each document (on first sheet or page) "PROJECT RECORD" in 2 in. high printed letters. Keep record documents current. Note: A reference by number to a Change Order, Construction Change Directive, RFI, RFQ, Field Instructions or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - a. Dimensional changes to the Drawings
 - b. Revisions to details shown on the Drawings
 - c. Depths of various elements of foundation in relation to main floor level or survey datum.
 - d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - f. Establish locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, and similar items.
 - g. Provide actual numbering of each electrical circuit.
 - h. Field changes of dimension and detail.
 - i. Revisions to routing of piping and conduits
 - j. Revisions to electrical circuitry
 - k. Actual equipment locations
 - l. Duct size and routing
 - m. Changes made by Change Order, Construction Change Directive or Field Instruction
 - n. Details not on original Contract Plans
 2. Mark completely and accurately Project Record Drawing prints of Contract Plans or Shop Drawings, whichever is the most capable of showing actual physical

SECTION 01780

PROJECT RECORD DOCUMENTS

conditions. Where Shop Drawings are marked, show cross-reference on Contract Plans location.

3. Mark Project Record Drawing sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
 5. Note Construction Change Directive numbers; Field Instruction numbers; alternate numbers; Change Order numbers and similar identification.
 6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
 - a. Accurately record information in an understandable and legible drawing technique.
 - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with City and Architect. These drawings shall be submitted to MTH Engineers to prepare a full set of AutoCAD plots of the Contract Plans and Shop Drawings.
1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each Drawing.
 2. Refer instances of uncertainty to City for resolution.
 3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets.

SECTION 01780

PROJECT RECORD DOCUMENTS

- C. Distribution of Marked-Up Drawings: Submit the marked-up Project Record Drawings set to City for City's records.
- D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.
- E. In addition to requirements of this Section, comply with supplemental requirements of Divisions 15 and 16.
- F. Divisions 15 and 16 of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Document 00700 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.

Include these layout drawings as part of the Project Record Documents.

1.03 PROJECT RECORD SPECIFICATIONS

During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.

- A. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order, Construction Change Directive and Field Instruction work, and information on concealed installation that would be difficult to identify or measure and record later.
 - 1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
 - 2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
 - 3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.

SECTION 01780

PROJECT RECORD DOCUMENTS

4. Upon completion of mark-up, submit Project Record Specifications to City for City's records.

1.04 THIS SECTION INTENTIONALLY REMOVED

1.05 PROJECT RECORD PRODUCT DATA

- A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the site, and changes in manufacturer's instructions and recommendations for installation.
 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
 4. Upon completion of mark-up, submit a complete set of Project Record Product Data to City for City's records.
 5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
 6. The prime Contractor is responsible for mark-up and submittal of record Project Record Product Data for its own Work.
- B. **MATERIAL, EQUIPMENT AND FINISH DATA**
 1. Provide data for primary materials, equipment and finishes as required under each specification section.
 2. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

SECTION 01780

PROJECT RECORD DOCUMENTS

3. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:
 - a. Trade names.
 - b. Model or type numbers.
 - c. Assembly diagrams.
 - d. Operating instructions.
 - e. Cleaning instructions.
 - f. Maintenance instructions.
 - g. Recommended spare parts.
 - h. Product data.

1.06 MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the City for City's records. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:

- a. Field records on excavations and foundations
- b. Field records on underground construction and similar work
- c. Survey showing locations and elevations of underground lines
- d. Invert elevations of drainage piping
- e. Surveys establishing building lines and levels
- f. Authorized measurements utilizing unit prices or allowances
- g. Records of plant treatment
- h. Ambient and substrate condition tests
- i. Certifications received in lieu of labels on bulk products
- j. Batch mixing and bulk delivery records
- k. Testing and qualification of tradespersons
- l. Documented qualification of installation firms
- m. Load and performance testing
- n. Inspections and certifications by governing authorities

SECTION 01780

PROJECT RECORD DOCUMENTS

- o. Leakage and water-penetration tests
- p. Fire resistance and flame spread test results
- q. Final inspection and correction procedures

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

3.01 RECORDING

Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project. City and/or Architect may periodically review Project Record Documents to assure compliance with this requirement.

3.02 SUBMITTAL

- A. At completion of Project, deliver record documents to City.
- B. Accompany submittal with transmittal letter containing:

Date

Project title and number

Contractor's name and address

Number and title of each record documents

Certification that each document as submitted is complete and accurate, and signature of.

Contractor, or Contractor's authorized representative

END OF SECTION

SECTION 01780
PROJECT RECORD DOCUMENTS

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SECTION 02000

SUPPLEMENTAL GENERAL REQUIREMENTS FOR CIVIL IMPROVEMENTS

1.1 GENERAL

- A. DEFINITION OF TERMS: Whenever in this portion of the contract documents, consisting of the supplemental general requirements for civil improvements, the technical specifications, plans, or in any other documents or instruments where these conditions govern, the following terms or pronouns are used, the intent and meaning shall be interpreted as follows:
1. AS INDICATED – As shown or indicated on the Plans or other Contract documents.
 2. CONSULTING ENGINEER OR ENGINEER - The Engineering firm retained by the Owner, including its duly authorized representatives, acting within the scope of the duties entrusted to them.
 3. CONTRACT - The written Agreement, in the prescribed form, covering the performance of the work and the furnishing of labor and materials in the construction of the Project, including all documentation called for therein.
 4. CONTRACT DOCUMENTS - The complete contract which includes the following documentation is collectively referred to as the "Contract Documents." The Contract Documents include, but are not limited to, the accepted Bid Documents, the General Conditions, any Supplementary Conditions, the General Requirements, any Supplemental Requirements, the Technical Specifications, the complete Plans, Profiles and Details, any Addenda, and any duly authorized change orders.
 5. CONTRACTOR - the person, or persons, co-partnership, or corporation who have been awarded the contract and who have entered into a contract with the Owner to perform the work provided for in the Contract Documents. The word "Contractor," although used herein as terming an individual, shall be taken to mean the Contractor, his agents, employees and officials.
 6. COUNTY/CITY/TOWN/ETC – The municipality or governmental division in which the work is being performed or the municipality or governmental division having jurisdiction over the work being performed.
 7. GEOTECHNICAL CONSULTANT (SOILS ENGINEER) - Geotechnical Engineers acting within the scope of the duties entrusted to them.

SECTION 02000

SUPPLEMENTAL GENERAL REQUIREMENTS FOR CIVIL IMPROVEMENTS

8. GEOTECHNICAL REPORTS - Reports prepared by a licensed Geotechnical Consultant addressing geotechnical issues related to the Project.
9. LANDSCAPE ARCHITECT - The Landscape Architectural firm retained by the Owner, including its duly authorized representatives, acting within the scope of the duties entrusted to them.
10. NOTICE TO PROCEED - The Notice by which Owner directs the successful bidder as Contractor to proceed with the Project.
11. OWNER – City of Santa Clara
12. OWNER'S REPRESENTATIVE - The Owner's official designated to administer the terms of the contract for the Project and to exercise the authority and perform the duties vested in the Owner by the express and implied provisions of the Contract Documents.
13. PLANS/PROJECT PLANS/IMPROVEMENT PLANS - The official plans, profiles, typical cross sections, general cross sections, working drawings, detail drawings and supplementary drawings, or exact reproductions thereof, prepared by the Owner, the City of Santa Clara, Silicon Valley Power, which show the location, character, dimensions, and details of the work to be done, and which are to be considered as part of the contract, supplementary to the Specifications.
14. PROJECT - All of the work called for in the Contract as specified herein, or shown, noted or called for in the Specifications or on the Plans including all work incidental thereto.
15. SPECIFICATIONS - The directions, provisions, and requirements contained in these Supplemental General Requirements for Civil Work and such Technical Specifications as may be necessary, pertaining to either the materials and/or the work to be furnished under the Contract.
16. CITY OF SANTA CLARA - SILICON VALLEY POWER - Agency having jurisdiction over the construction and maintenance of electric utility facilities for the Project.

SECTION 02000

SUPPLEMENTAL GENERAL REQUIREMENTS FOR CIVIL IMPROVEMENTS

B. STANDARD DETAILS

1. Whenever in these documents reference is made to the "Standard Details," the reference shall be understood to refer to the City of Santa Clara 2007 Standard Details available at the city website.

C. DUST CONTROL

1. Quality Assurance:
 - a. Implement the Bay Area Air Quality Management District's basic Dust Control Measures.

END OF SECTION

SECTION 02000

**SUPPLEMENTAL GENERAL REQUIREMENTS FOR CIVIL
IMPROVEMENTS**

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SECTION 02070
SITE DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Removal of asphalt concrete paving.
- B. Removal of aggregate base course
- C. Site clearing of vegetation
- D. Protection of existing facilities
- E. Removal of concrete curb, gutter, walk and pavement
- F. Tree preservation

1.2 RELATED SECTIONS

- A. SECTION 02200 – EARTHWORK
- B. Section 02510 – ASPHALT PAVING
- C. SECTION 02520 – CONCRETE PAVING

1.3 REGULATORY REQUIREMENTS

- A. American National Standards Institute: ANSI A10.4, Safety Requirements for Demolition
- B. OSHA requirements
- C. Conform to relevant regulations for disposal of debris

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect existing materials and equipment which are not to be demolished.
- B. Protect trees and plants to remain in final landscaping.
- C. Preserve trees by the erection of barriers or by such other means as the circumstances require.
- D. Verify and record existing elevations of areas of pavement to be reconstructed.
- E. Provide and install temporary barriers and signs.

SECTION 02070

SITE DEMOLITION

3.2 SITE CLEARING

- A. Remove items indicated for removal on the drawings, together with shrubs, grass, weeds and other vegetation, or obstructions that interfere with new construction.
- B. Any service lines or other obstructions uncovered during site clearing which are not indicated on the drawings shall be brought to the attention of the Engineer.

3.3 REMOVAL OF PAYMENT

- A. Contain water used in cutting and sawing operations.
- B. Remove demolished material from site as work progresses.
- C. Sawed surfaces shall be smooth, plane, and free from steps, ridges, and grooves.
- D. Sawcuts shall be straight and within ¼ inch in 10 feet of alignment.

3.4 DISPOSAL OF MATERIALS

- A. Remove all trash, rubbish, and organic materials and dispose off site in compliance with relevant government ordinances, and regulations.
- B. Upon completion of site clearing, the site shall be in a clean condition.

3.5 PROTECTION OF EXISTING IMPROVEMENTS

- A. Provide barricades, coverings or other protection necessary to prevent damage to exiting construction, equipment, or vegetation in the vicinity of new construction which is indicated to remain in place.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work specified in this Section includes the complete site cleaning, top soil stripping, excavation, fill, back fill and grading work, and replacing paving material to match existing conditions. It also includes all structural fill and excavation shoring and bracing work and the trenching and backfilling for underground drainage systems, and other utilities as required.

1.2 STANDARDS

- A. ASTM - American Society for Testing and Materials as referenced.
- B. SVP Underground Standard UG1000

1.3 JOB CONDITIONS

- A. Materials shall not be placed during rain or other unfavorable conditions. After rain or other unfavorable conditions, the moisture content of the existing fill shall be checked by the Contractor, and the moisture content of the existing fill corrected, if necessary, before the placement of the next lift of fill.

1.4 PROTECTION

- A. Surface drainage and pumping shall be provided to prevent standing water in any part of the work. Excavations shall be kept free of water at all times.
- B. Excavation shall be adequately supported or sloped to prevent cave-in.

1.5 REFERENCE POINTS

- A. Maintain bench marks and other reference points and re-establish if disturbed by operations.

1.6 SOIL CONDITIONS

- A. The Contractor shall become familiar, to its own satisfaction, with on-site soil conditions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Ordinary Fill - Material shall be granular sand or sandy gravel, clean and free of lumps of clay, organic or other deleterious matter and shall conform to the following requirements:
Max. size - 3 inches, passing No. 200 sieve - Max. 5%.

SECTION 02200

EARTHWORK

- B. Selected Granular Fill - Material shall be sand or sandy gravel, free from organic or other deleterious matter and shall conform to the following requirements: Max. size - 3/4 inches, Passing No. 200 sieve - Max. 5%.
- C. Where required, follow the specifications in SVP Underground Standard UG1000, Section Substructures – UG 0345 Electric Trench Backfill.

PART 3 - EXECUTION

3.1 CLEARING AND GRUBBING

- A. Pack up and remove all above-ground debris, rubbish, vegetation and obstructions.
- B. Dispose of all such removed material off the site.

3.2 STRIPPING

- A. Where material unsuitable for supporting the structures and roads occurs, it shall be removed and replaced with acceptable fill material to a depth as directed by the Engineer.

3.3 EXCAVATION

- A. General:
 - 1. Excavations shall be carried to the depth and dimensions indicated as necessary, and shall include the removal of materials of whatever nature encountered as required to complete the work. Suitable materials shall be used to fill. All excavated material which is unsatisfactory for backfill shall be removed from the site to an approved disposal area or, at the direction of the Engineer, stored for use in landscape mounding or later grading work.
 - 2. After the excavation has been completed, the Contractor shall request an inspection by the Engineer. The Engineer shall have inspected and approved the excavation before the Contractor places any material in the excavation.
 - 3. Over-excavation shall be filled to required grade with compacted fill at the Contractor's sole cost and expense.
- B. Excavation for Structures:
 - 1. Limits of the excavation shall allow for adequate space for the performance of the work and safety of personnel.

SECTION 02200

EARTHWORK

2. When firm foundation material does not exist at the elevation indicated upon the drawings the Engineer shall be notified. Excavation shall be carried to such further depths as directed by the Engineer.
 3. In excavations for spread footings carried below the depths indicated without specific directions from the Engineer, the over-excavation shall be filled to required grade with compacted fill using selected granular fill to 95% compaction at the Contractor's expense.
- C. Excavation for Pipe Trenches:
1. Trenches for pipe lines shall be excavated along straight lines and, unless indicated otherwise, the width of trench shall provide a minimum of 6 inches between the outside of the pipe bell or outermost portion of pipe or coupling and the sides of the trench or bracing.
 2. Mechanical excavation shall be held at least two (2) inches above final invert grade. Unsuitable foundation material shall be removed and replaced with suitable material. The remainder of the excavation shall be shaped and graded to provide uniform bearing on compacted soils, immediately before the pipe is laid.
 3. Pavement shall be cut to neat lines. After the utility work is accomplished, the pavement along with its substructure shall be restored to a condition equivalent to that existing prior to construction.
- D. Existing Underground Lines and Services: Carefully uncover, support and protect. Do not cut, remove or damage these items without prior written approval. If accidentally damaged, repair or replace them as directed, at no cost to City.

3.4 FILL AND BACKFILL

- A. Where required Contractor will follow the specifications in SVP Underground Standard UG1000, Section Substructures – UG 0345 Electric Trench Backfill.
- B. Materials for fill, embankment, bedding, shading and backfill shall be placed and compacted as set forth hereunder:
 1. The surface underlying fills and embankments which are to receive the fill and embankment shall be scarified to a depth of six (6) inches and soils aerated by discing or sprinkled to attain the optimum uniform moisture.
 2. Deposit fill and backfill in horizontal layers of maximum eight (8) inches loose depth and compact each layer. Do not place material in standing water or muddy subgrade.

SECTION 02200

EARTHWORK

- B. Backfilling of trenches shall progress as rapidly as the construction, testing, and acceptance of the work permits. The bottom of the trenches shall be tamped uniformly and graded to secure the required slope. Bedding materials shall be placed as shown. Materials shall be placed in lifts not to exceed eight (8) inches in loose thickness and compacted to not less than 95% of maximum density.
- C. Filling and Backfilling for Structures:
 - 1. Unsatisfactory and unsuitable materials shall not be used. Fill and backfill shall be placed in layers not more than 8 inches thick and compacted uniformly throughout its entire depth to 95% of maximum density. Fill and backfill adjacent to concrete structural elements shall be placed in eight (8) inch lifts as the adjacent structural elements have been completed and accepted. Backfilling against concrete and masonry shall not be accomplished prior to seven (7) days after placement of concrete masonry. Heavy equipment for spreading and compacting backfill shall not be operated closer to foundation than a distance equal to depth to the top of backfill for footings; the area remaining shall be compacted by power-driven hand tampers suitable for the material being compacted.
 - 2. Compaction equipment and methods that produce excessive horizontal or vertical earth pressures shall not be used.

3.5 COMPACTION

- A. Moisture and Density Control:
 - 1. Optimum moisture maximum density (OMMD) shall be determined for the specified maximum density in accordance with ASTM D-1557, Method D.
 - 2. Each layer shall be uniformly compacted to the percentage of maximum density specified. The Contractor shall add moisture or aerate each layer to bring the moisture content of the materials to the optimum moisture content. When necessary, the Contractor's selected equipment and construction procedures shall be altered, changed or modified in order to meet the specified compaction requirements. Degree of compaction may be checked in accordance with ASTM D2922.

SECTION 02200

EARTHWORK

B. Relative Compaction

1. Fill and backfill shall be compacted to not less than the following percentages of the maximum densities as determined by ASTM D-1557:
Under slabs, foundations and pavements: 95%
Roads and heavy traffic areas: 95%
Other fill areas: 90%

C. Compaction Tests::

1. Under foundations, one (1) test for every 600 square feet of bottom surface.
2. Under all other areas, one (1) test for every 5000 square feet with a minimum of two (2) tests per day.

3.6 TOLERANCE

The surface of finished fill shall be smooth and at the required elevations as shown on the drawings. Depressions exceeding one (1) inch as measured using a ten (10) feet straight edge shall be corrected. No base course or pavement shall be placed until the sub-grade has been checked and approved by the Engineer.

END OF SECTION

SECTION 02200

EARTHWORK

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SECTION 02227

DIRECTIONAL BORING

1.1 SECTION INCLUDES

- A. Directional drilling for electric utility conduit where indicated on the plans.

1.2 RELATED SECTIONS

- A. Section 02300 - EARTHWORK
- B. Section 02510 - ASPHALT CONCRETE PAVING
- C. Section 02520 - CONCRETE PAVING
- D. Section 02529 - CONCRETE CURB, GUTTER, SIDEWALK and

DRIVEWAY

1.3 SUBMITTALS

- A. Catalog data on conduit material and accessories.
- B. Certificate of compliance that the material supplied meets this specification and is suitable for installation within a directionally drilled bore.
- C. Record plans showing horizontal and vertical location of the conduit, location of entry and exit points, and location of riser points for conduit splices.

1.4 REGULATORY REQUIREMENTS

- A. Contractor is responsible for obtaining permits.
- B. Contractor shall coordinate with utility companies where drilling passes through utility easements.
- C. Any cuttings, spoil, or drilling mud arising from drilling and trenching operations shall be disposed of in accordance with City requirements.

1.5 QUALIFICATIONS

- A. The driller shall have a minimum of two years experience of drilling with similar equipment and on similar work. The locator shall have a minimum of one year of pipeline locating experience.

SECTION 02227

DIRECTIONAL BORING

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Conduit shall be manufactured from clean high density polyethylene conforming to ASTM D 1248, Type III, Category 5, Class B or C. Tensile strength, when tested in accordance with ASTM D 638, shall be 2,500 psi minimum with an elongation of greater than 300 percent. The pull load capacity shall be greater than 750 pounds. The conduit shall be manufactured with a permanent inner lubrication layer suitable for future installation of electrical distribution cable.
- B. Nylon pull rope of size and pull load to comply with conduit manufacturer's recommendations.
- C. Conduit shall be connectable to the corresponding standard conduit sizes through the use of standard size conduit fittings, or, through the use of a commercially-available transition fitting that is appropriately sized and intended for that purpose.

PART 3 - EXECUTION

3.1 GENERAL

- A. Limit disturbance to paved areas and protect existing facilities.
- B. Pipeline locating equipment shall be on hand at all times of drilling.
- C. Expose utilities using high pressure water and vacuum truck.
- D. Collect, contain, and dispose of all drilling mud.

3.2 DRILLING

- A. Contractor shall check ahead of the drill path to confirm the location of utilities and sewers.
- B. Drilling shall follow the horizontal alignment indicated on the plans.
- C. Conduit shall be installed within the elevation range of six to ten feet below the ground surface except where indicated on the drawings and in the vicinities of entry, exit, and splice points.
- D. Align entry and exit holes at concrete boxes.

SECTION 02227

DIRECTIONAL BORING

- E. Conduit shall cross above or below any utility or sewer line with a minimum of 12 inches of separation.
- F. Track path of each bore with locator from the surface. Record horizontal and vertical location on a set of plans used only for this purpose. Record boring location at a maximum of 20 foot intervals along the conduit and at three points where the line rises nearer to the surface for splicing.
- G. Trenching and pit earthwork shall conform to Section 02300, Earthwork.
- H. The City shall be notified if the drill bit hits an obstruction not indicated on the plans and which cannot be circumvented.
- I. Repair of damage to utilities and sewers shown on the plans shall be at the Contractor's cost.

3.3 CONDUIT INSTALLATION

- A. Sections of conduit shall be connected together with manufactured connectors and installed without damage.
- B. The conduits shall be left clean with a continuous pull rope extending from the ends, and with temporary caps.

3.4 LOCATION VERIFICATION ASSISTANCE

- A. The Contractor shall undertake excavation at up to three locations above the installed conduit, as selected by the City, for the purpose of verifying the location of the conduit. Any damage to the conduit shall be repaired at the Contractor's cost.
- B. Backfilling and compaction of the holes shall be to the same standard specified for trenches.

END OF SECTION

SECTION 02227
DIRECTIONAL BORING

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SECTION 02228
BURIED CONDUIT

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Buried plastic conduit installation.

1.02 RELATED SECTIONS

- A. SECTION 02200 - EARTHWORK
- B. SECTION 02227 - DIRECTIONAL BORING
- C. SECTION 02520 - CONCRETE PAVING

1.03 SUBMITTALS

- A. Certificate of conformance for materials.

1.04 REFERENCE STANDARDS

- A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
ANSI C2 - National Electrical Safety Code
- B. SVP Underground Standard UG1000

PART 2 – PRODUCTS

2.01 MATERIALS

- A. PVC Conduit, manholes, pullboxes and spliceboxes will be furnished by the Owner and available for pickup by Contractor at the Owner's Utility yard. Contractor will be responsible for all transportation and handling from the Owner's facility to each jobsite. Any anomalies in material must be identified while the conduit is still at the Owner's facility.
- B. All fittings, materials and procedures used to join and attach conduit to new and existing facilities shall be provided by Contractor and Contractor is fully responsible for these materials being compatible to meet the requirements of the installation for the intended purposes. Pull tape shall be three-quarter inch flat, woven, polyester tape lubricated for easy pulling and reduced friction, durably printed with sequential footage markings, pulling strength of 2,500 lbs, low elongation for enhanced worker safety and lightweight, easily blown into conduit or innerduct.

SECTION 02228

BURIED CONDUIT

PART 3 – EXECUTION

3.01 CONDUIT INSTALLATION

- A. Separate conduit from other conduit or utilities by not less than twelve (12) inches of well tamped earth.
- B. Run conduit in straight lines except where a change in direction is indicated. Trench sufficiently in advance of placement in order that the alignment can be adjusted at any unseen obstructions.
- C. At changes in direction greater than ten (10) degrees, install the conduit with a minimum radius of 25 feet. Bends with a minimum radius of 36 inches shall be used for risers to cabinet pads and at entries to vaults, where indicated.
- D. As each conduit run is completed, draw a stiff bristle brush through the conduit until the conduit is clear of particles of earth, sand, or gravel. Leave a single, non-spliced pull tape in the conduit with fifteen (15) feet of slack secured at either end from unintended pull into the conduit. Then immediately install conduit caps.
- D. Earthwork for trenching shall be undertaken in accordance with Section 02300, "Earthwork."

3.02 CONDUIT COVER

- A. Where required, follow the specifications in SVP Underground Standard UG1000, Section Substructures – UG 0345 Electric Trench Backfill.

END OF SECTION

**SECTION 02230
AGGREGATE BASE**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, placing, and compacting aggregate base course below asphalt paving and concrete paving.

1.02 RELATED SECTIONS

- A. SECTION 02510 - ASPHALT PAVING
- B. SECTION 02520 - CONCRETE PAVING

1.03 SUBMITTALS

- A. Field density test results.
- B. Optimum moisture content and laboratory compaction results.

1.04 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM D 1556 Density of Soil in Place by the Sand-Cone Method
 - 2. ASTM D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb Rammer and 18-in drop
- B. Caltrans Standard Specifications

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Base course material shall be Class 2 Aggregate Base, 1-1/2 inch maximum, in accordance with Section 26 of Caltrans Standard Specifications.

SECTION 02230
AGGREGATE BASE

PART 3 - EXECUTION

3.01 SUBGRADE

- A. If the subgrade is less than 95 percent ASTM D 1557 maximum density, the upper six (6) inches of the subgrade shall be scarified and moisture conditioned to near optimum moisture content and compacted to the specified density. Keep construction traffic off the finished subgrade.

3.02 SPREADING

- A. The base course material shall be delivered as a uniform mixture.
- B. The base coarse material shall be spread and compacted in one layer of six (6) inches compacted thickness.

3.03 COMPACTION

- A. Moisture condition the base course material to near optimum moisture content.
- B. Compact the layer to at least 95 percent of ASTM D 1557 maximum density.
- C. Place earth adjacent to the base course and compact at least one foot from the edge of the base course.

3.04 QUALITY

- A. Test the surface for smoothness with a ten (10) foot straight edge placed parallel and at right angles to the centerline. Adjust the surface where surface deviation varies more than 3/8 inch over ten feet.

3.05 MAINTENANCE

- A. Maintain base course after compaction. Roll and water to maintain condition and prevent dust.

END OF SECTION

SECTION 02476

TRAFFIC REGULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. The Contractor shall provide for safe movement of vehicular, bicycle and pedestrian traffic through and around construction operations. Traffic control requirements set forth herein are the minimum requirements imposed. The Contractor shall be solely responsible for providing all protective measures necessary.
- B. Proper traffic movement through the work area depends upon the driver controlling and directing his vehicle properly under unexpected situations and pedestrian attention to signs. The means of clarifying such conditions to the public include notifications, signs, flagmen, pavement markings, barricades, lights, cones, and delineators.
- C. No one standard sequence of signs or control devices will suit all conditions which may result from construction operations. Even for the same work the conditions may vary from hour to hour, requiring adjustment and revision of the traffic control program in effect.
- D. The traffic control requirements specified herein are intended to establish general principles to be observed in the control and regulation of traffic through and around construction operations anticipated for this project. All pedestrian and vehicular detours are subject to review by the police chief, sheriff or enforcement officer of the agencies having jurisdiction, and the Contractor shall revise the detours as ordered at no additional cost.
- E. Clean up site each day after completing work and remove all traffic hazards. Daily traffic control measures shall continue until cleanup activities have been satisfactorily completed and all of the Contractor's equipment has been removed from the traveled way area.

1.2 DESCRIPTION OF WORK

- A. Work Included:
 - 1. At all times, the Contractor shall provide safe and adequate passage for vehicular and pedestrian traffic through, and adjacent to all construction operations by use of detours, bridging, backfilling, paving, traffic barriers or other favorably reviewed means.
 - 2. The Contractor shall establish and maintain detours and conduit construction operations in such a manner as to minimize hazard, inconvenience and disruption to the public.
 - 3. Traffic control shall be directed equally to the regulation and protection of pedestrian traffic including pedestrians, bicyclists, joggers, skaters, skateboarders, etc.

SECTION 02476

TRAFFIC REGULATION

4. The Contractor shall provide for protection of pedestrians and separation of pedestrians from construction operations at all times.
5. The Contractor shall direct, divert and detour traffic through, around and adjacent to construction operations in accordance with the traffic control plans as specified herein or in accordance with favorably reviewed Traffic Control Plan. The Contractor may revise the Traffic Control Plan as necessary only with the favorable review of the Engineer.
6. In the event the Engineer is not satisfied with the type, number, and/or replacement of signs and/or protective devices, Contractor shall immediately comply with the corrective steps directed by the Engineer.

B. RESTRICTION

1. The following restrictions apply unless the contractor receives the Engineer's favorable review of proposed exceptions as part of the Traffic Control Plan.
2. Not more than one cross street shall be temporarily closed at any time unless prior written authorization is granted by Engineer.
3. The full-width of the traveled way shall be open for use by public traffic beginning at 3:00 p.m. Fridays, and all day on Saturdays, Sundays, designated legal holidays, and when construction operations are not actively in progress on working days, unless specifically allowed by the favorably reviewed Traffic Control Plan.
4. All traffic lanes shall remain open between the hours of 6:00-9:00 a.m. and 3:00-7:00 p.m. Lanes may individually be closed between 9:00 a.m. and 3:00 p.m.
5. The Contractor shall work in the direction of the normal flow of traffic, where possible.
6. All construction equipment shall enter and exit working areas in the direction of the normal flow of traffic.

1.4 REFERENCES

A. Traffic Control Plan

1. A Traffic Control Plan shall be submitted by the Contractor to the Engineer for review and approval at least five (5) working days prior to commencing construction. This plan shall indicate (where necessary) lane closures, detours, no parking areas, access to private property and business establishments, pedestrian traffic, railroad crossings, transit routes, loading areas, and other matters which might be important to the safe movement of traffic. It shall also indicate placement and type of

SECTION 02476

TRAFFIC REGULATION

warning signs, lights, devices, flagmen; and have a schedule for implementation. The plan shall be generally in accordance with the illustrations included in the Manual of Traffic Control and in the Work Area Traffic Control Handbook, and address all items contained in this section.

2. The submittal shall consist of scaled drawings for each situation anticipated to be encountered, i.e., intersections, mid-block (each during working and non-working hours), etc.

PART 2 PRODUCTS

2.1 CONSTRUCTION SIGNS

- A. Construction signs shall conform to the standards of the Manual of Traffic Controls.
- B. Temporary warning signs in construction areas shall have a black legend on an orange background. Color for other signs shall follow the standard for all highway signs.
- C. All signs used during hours of darkness shall be reflectorized or illuminated.

2.2 OTHER TRAFFIC CONTROL DEVICES

- A. General:
 1. Traffic control devices shall conform to the standards of the Manual of Traffic Control.
- B. Cones or Delineators:
 1. Cross or delineators shall consist of cylindrical or cone shaped plastic devices which shall be 450mm (18 inches) to 1200mm (48 inches) in height.
 2. Cones or delineators shall have a flexible base of suitable weight which will ensure stability.
 3. Cones used during hours of darkness shall be internally illuminated or reflectorized meeting the requirements of the Manual of Traffic Controls.
- C. Barricades:
 1. Barricades shall be Type 1, Type II or Type III barricades as set forth in the Manual of Traffic Controls.
 2. Barricades used during hour of darkness shall be equipped with flashers.
- D. City Signage

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TRAFFIC REGULATION

1. Contractor shall erect, within or adjacent to the limits of the project, such warning, regulatory, and guide signs as may be required and furnished by City for use as construction signing.

2. Contractor shall load and haul the signs from the Street Department yard, 1700 Walsh Avenue, Santa Clara, to the site of work, and erect them as required by Engineer. Contractor shall supply incidental hardware, necessary framing, standards, skids, etc. Upon completion of work, or as need for specific signs has passed, Contractor shall disassemble and return City-owned signs to the Street Department yard and review their condition at the time with the City Representative receiving the signs.

Contractor shall note that up to two weeks lead time may be necessary for the City to fabricate signs.

PART 3 EXECUTION

3.1 DIVERTING BICYCLE AND PEDESTRIAN TRAFFIC

- A. Whenever construction operations obstruct the flow of bicycles and pedestrian traffic or present a hazard to bicyclist and pedestrians, the Contractor shall take appropriate action to protect and separate bicycles and pedestrians from the work area and from vehicular traffic.
- B. Such action may include placement of barricades and fences between pedestrians and bicyclists and work areas and between pedestrians and bicyclists and vehicular traffic, placement of warning signs, and provision of personnel as required to protect pedestrians as conditions warrant.

3.2 DIVERTING VEHICULAR TRAFFIC

- A. Whenever construction operations obstruct the flow of vehicular traffic or present a hazard to vehicles operating in the vicinity of construction operations, the Contractor shall take appropriate action to warn, detour and otherwise protect approaching drivers and vehicles.

3.3 TRAFFIC CONTROL DEVICES

- A. General
 1. Traffic control devices shall be provided in sufficient quantities and types as required to provide safe and adequate traffic control.
 2. During hours of darkness, approved lights and/or flares shall be included, in proper working order, to illuminate signs and hazards and alter approaching traffic.
 3. Barricades shall be furnished and maintained along all open trenches and contact with traffic.

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TRAFFIC REGULATION

4. No work may begin on any day or at any time before traffic control devices have been placed, test driven and, if required, adjusted and revised.,

B. Placement:

1. All traffic control devices shall be placed in accordance with the Manual of Traffic Controls and favorably reviewed Traffic Control Plan.
2. Location of devices shall be adjusted to suit the conditions and circumstances of each detour situation. In all cases, signs shall be placed to most effectively convey their messages to approaching traffic.

C. Test Drive of Detour:

1. Immediately after traffic control devices have been placed, the detour shall be test driven by the Engineer and Contractor's representative.
2. Test drive shall include approach to the detour from each possible direction and traversing Gull length of each detour route.
3. The Contractor shall adjust and revise all traffic control devices as determined to be required by test drive through and shall repeat test drive if determined necessary by the Engineer.
4. The Contractor shall provide additional traffic control devices if required to maintain flow of traffic through construction operation.

D. Maintenance of Devices:

1. The Contractor shall maintain all traffic control devices, at proper locations and in proper working order, at all times during construction operations and whenever a hazard resulting from Contractor's operations exists.
2. The Contractor shall adjust and revise traffic control devices, placement, etc., to suit changing conditions around construction operations.

3.4 FLAGMEN

A. General: The Contractor shall employ flagmen:

1. As required for each specific detour or lane closure.
2. At all locations on a construction site where barricades and warning signs cannot control the moving traffic.

B. Placement Where flagmen are required, they shall be logically placed in relation to the equipment or operation so as to give adequate warning and shall be placed approximately 30111 (100 feet) ahead of impact point.

C. Warning Signs:

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TRAFFIC REGULATION

1. A warning sign shall be placed ahead of the flagman reading: "Flagman Ahead." The distance between the sign and the flagman should be based on the average traffic speed, allowing approximately 15m (50 feet) for each 216km/hr. (10 miles) per hour.
 2. During hours of darkness, flagman stations shall be illuminated such that the flagman will be clearly visible to approaching traffic. Lights for illuminating the flagman station shall receive favorable review by the Engineer.
- D. Equipment:
1. The flagman shall be provided with and wear and red or orange warning garment when flagging. Flagmen shall be provided with approved hand signs and two way radios for communication.
 2. When flagging during hours of darkness, the flagman shall signal with a red light or flare and shall have a belt and suspender harness outside his garment fitted with reflectors or made from reflectorized cloth, unless the garment is well reflectorized in one of these ways.

3.5 NOTICE TO AGENCIES

- A. The Contractor shall notify in writing all agencies having jurisdiction as required in INFORMATION AVAILAVBLE TO BIDDERS (at least forty-eight (48) hours), excluding holidays and weekends, prior to instituting any lane closure or detour or performing work regulated by permits and agreements specific to this project, or restricting access to any bus stop or route. At the end of each day's work, the Contractor shall inform the ambulance services, police and fire departments of the status of all detours and/or lane or road closures.
- B. List of Agencies:
1. City of Santa Clara
 - a. Fire Department
 - b. Police Department
 - c. Water and Sewer Utilities Department
 - d. Parks and Recreation Department
 2. U.S. Postal Service
 3. Mission College Campus of West Valley College
 4. Santa Clara County Transit Authority (Bus and Rail)

3.6 EMERGENCY VEHICLE ACCESS THROUGH DETOURS

- A. During all detours and/or street closures the Contractor shall provide for movement of emergency vehicles through the work area.

SECTION 02476

TRAFFIC REGULATION

- B. It is essential that the Contractor's work and equipment does not impede egress from any fire or police station to other areas of their service area.

3.7 ACCESS TO PRIVATE PROPERTY

- A. General: The Contractor shall schedule operations to minimize disruption of access to private property.
- B. Notice to Residents: Prior to blocking access to any private driveway or parking lot entrance, the Contractor shall notify the resident or business owner or tenant of pending closure and allow residents to remove vehicles. Temporary crossings shall be provided and maintained in good condition.
- C. Nights: During non-working hours no driveway, house or parking lot shall be denied access to a public roadway.

3.8 NIGHT DETOURS

- A. General: The Contractor shall not be permitted to maintain any lane closure or road closure during non-working hours without first obtaining written approval of the City.
- B. Restoration of Pavement:
 - 1. During non-working hours the Contractor shall restore travel lanes to their original alignment and configuration by means of backfilling and temporary pavement or bridging, unless specifically allowed by the favorably reviewed Traffic Control Plan.
 - 2. The Contractor shall place "ROUGH ROAD" signs conforming to the Manual of Traffic Control at uneven temporary pavement or bridging.

3.9 PARKING RESTRICTIONS

- A. General: The Contractor shall post approved "No Parking" signs at all locations necessary to establish work areas and detour traffic.
- B. Signs:
 - 1. Signs shall read: "NO PARKING – CONSTRUCTION TOW AWAY ZONE," shows hours of parking restriction, duration of construction, and indicate telephone number of police agency having jurisdiction.
 - 2. Signs shall be placed at least 324 hours in advance of restriction.

3.10 BRIDGING OVER TRENCHES AND EXCAVATIONS

- A. General:
 - 1. Bridging (plating) shall be placed across all trenches and excavations in existing streets and at driveways, when work is not in progress.

SECTION 02476

TRAFFIC REGULATION

- B. Design of Bridging:
1. Bridging for vehicular traffic shall be of sufficient width to accommodate the required number of travel lanes.
 2. Bridging shall be designed to support H-20 vehicular traffic.
 3. All bridging shall be set flush with travel surface or a satisfactory transition from travel surface to top of bridging shall be provided.
 - a. A satisfactory transition shall mean a change in elevation between the levels of not less than 300mm (12 inches) horizontal to 25mm (1 inch) vertical.
 - b. Transition may be accomplished by means of temporary pavement.

3.11 TEMPORARY TRAFFIC LANES

- A. Temporary traffic lanes shall be at least 3m (10 feet) wide. Provide an additional 0.6m (2 feet) of clearance from curbs. The length of temporary lanes shall be limited to the area under construction and the distance necessary to divert traffic.

3.12 ACCESS TO BUS AND LIGHT RAIL SERVICE

- A. General: Construction shall be planned to minimize inconvenience to bus and light rail riders.
- B. Notice to Riders: Riders shall be notified of planned route detours and schedule delays at least one week in advance by positing affected stops, buses, and rail cars of detours planned construction schedule and potential for delays. If regular stops will be closed, new stops will be identified and posted.

END OF SECTION

SECTION 02500

PAVING AND SURFACING

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work under this section shall consist of furnishing all labor, material, equipment, tools and services required for the repair and resurfacing of existing roadway and area paving damaged or removed during construction, to the lines, grades and dimensions (thickness) shown on the Drawings and as specified herein.
- B. Repair or replace concrete curbs, gutters, sidewalks, and driveways damaged by the work in accordance with Section 02529, CONCRETE CURBS, GUTTERS< SIDEWALK AND DRIVEWAY.

1.2 REFERENCE SPECIFICATIONS

- A. Whenever the words "Standard Specifications" are referred to, the reference is to the State of California, Department of Transportation, Standard Specifications.

1.3 SUBMITTALS

- A. Submit the following:
 - 1. Samples: Furnish, without additional cost to the City, such quantities of construction materials as may be required by the City for test purposes. The Contractor shall cooperate with the City and furnish necessary facilities for sampling and testing of all materials and workmanship. All materials furnished and all work performed shall be subject to rigid inspection, and no materials shall be used in the construction work until it has been inspected by the City.
 - 2. Submit a signed verification from each source of supply for each construction material employed on this project indicating that the materials meet the Specification requirements.
 - 3. Mix design for asphalt concrete.
 - 4. Submit manufacturer's certification of the actual volatile organic compounds (VOC) content for all pavement paints and bituminous pavement sealers proposed for use on this project. Submit certification of the actual VOC content for coatings manufactured after 1 September 1987. For coatings manufactured before 1 September 1987, submit VOC content and date of manufacture. VOC content shall be measured in grams per liter by weight of coating as applied excluding water and color added to the tint base.
 - 5. Submit verification that bituminous pavement sealers and paint products furnished meet applicable regulations cited herein as to allowable VOC content for the time and place of application and use intended.

SECTION 02500

PAVING AND SURFACING

1.4 QUALITY ASSURANCE

- A. Comply with "Standard Specifications" of State of California, Department of Transportation (CALTRANS).
- B. All pavement stripe painting shall be performed in a workmanlike manner by competent and experienced equipment operators and painters using proper equipment, tools, stencils, templates and shields.

1.5 REGULATORY REQUIREMENTS

- A. All work, material, procedures and practices under this section shall conform with requirements of the California Air Resources Board (CARB).

PART 2 PRODUCTS

2.1 ASPHALT CONCRETE

- A. Asphalt Concrete, Type A, shall conform to the applicable requirements of Section 39 of the Standard Specifications. Asphalt binder shall be paving asphalt. Mineral filler shall consist of Portland cement or mechanically reduced rock. Proportioning shall be as set forth in Paragraph :D: below.
- B. Paving Asphalt AR4000 conforming to the requirements of Section 92 of the Standard Specifications shall be used as the asphalt binder. Bitumen ratio shall be selected by the supplier in accordance with the tests specified in Paragraph 39-3.04 of the Standard Specifications.
- C. Mineral filler shall be mechanically reduced rock, conforming to the following gradations when tested in accordance with ASTM D422.

Particle Size	Percentage
Passing No. 200 sieve	75 - 100
Finer than -0.05 mm	65 -100
Finer than 0.02 mm	35 - 65
Finer than 0.01 mm	26 - 35
Finer than 0.0005 mm	10 - 22

- C. Mix Design:

MIX	TYPE	AGGREGATE GRADING	BINDER CONTENT (%)
Patching	A	No. 4 max.	4.8 to 7.5

SECTION 02500

PAVING AND SURFACING

2.2 TACK COAT

Material for tack coat shall be SS-1, SS-1H, CSS-1 or CSS-1H grade emulsified asphalt conforming to Section 94 of the Standard Specifications.

2.3 TRAFFIC STRIPING AND PAVEMENT MARKINGS

Paint shall be non-reflective Sherwin Williams Series 338-116(W), 338-117(Y), and 338-333(B), or Pervo Paint Company No. 4773-A(W), 4473-4A(Y) and 473-5A(B), or equal. Paint shall be stored at the project site in the manufacturer's sealed and labeled containers. Labels shall clearly identify the manufacturer, specification number, batch number, intended use, quantity and contract number.

PART 3 EXECUTION

3.1 GENERAL

- A. This Specification shall cover existing pavement restoration.
- B. Where trenching or other construction activity has resulted in damage to a localized area of pavement, the damaged pavement shall be cut back 150 mm (6 inches) and shall be removed and replaced.
- C. Structures such as valve boxes, manhole frames and covers, and electrical vaults shall be adjusted to grade as necessary within paved areas.
- D. Existing asphalt pavement islands of 4.6m² (50ft² or less and strips 450mm (18 inches) or less in width shall be removed and replaced.

3.2 PAVEMENT CUTTING

- A. After backfilling and prior to paving, proper tools and equipment shall be used in marking and breaking so that the pavement shall be cut accurately and on neat lines parallel to the trench. The asphalt pavement shall be saw cut (using a concrete saw) to a minimum depth equal to or greater than one-half the thickness thereof. The pavement shall be cut back 150mm (6 inches) on each side of the trench or excavation wall. Any pavement damaged outside these lines shall be re-cut and restored at the expense of the Contractor. Should voids develop under existing pavements during construction, those affected pavements shall be neatly saw cut in straight lines and replaced after the voids have been filed.

3.3 TACK COAT APPLICATION

- A. Tack Coat: In advance of spreading bituminous material upon an existing bituminous or Portland cement concrete surface, a tack coat shall be applied to all areas to be surfaced and to all vertical surfaces of existing pavement, curb, gutters and construction joints in the surfacing against which additional material is to be placed. When two or more lifts of asphaltic concrete are required, a tack coat shall be applied between each lift.

SECTION 02500

PAVING AND SURFACING

1. Preparation: Immediately before applying a tack coat, the area to be surfaced shall be cleaned of all loose material.
2. Application: The tack coat shall be applied by means of pressure distributors by pressure hand-spray equipment. The rate of application shall be 0.23 l/m² (0.05 gallon per square yard). Emulsified asphalt shall not be applied when the atmospheric temperature is below 40°F. If emulsified asphalt Type SS-1 is used, it may be diluted with an equal part of water. The rate of application of the dilution shall be such that the rate of application of undiluted emulsion shall be within the tolerances specified.

3.4 PLACEMENT OF ASPHALT CONCRETE

- A. Delivery and Spreading: Bituminous mixtures shall be delivered to the roadbed at temperatures specified in the Standard Specifications. Spreading of the mixture shall be in accordance with Section 39 of the Standard Specifications. Paragraph 39-8 does not apply. All loads shall be covered with tarpaulin or other material during transportation. Asphalt shall be placed in one lift.
- B. Compaction: Initial or breakdown rolling and the final rolling of the asphalt concrete shall be compacted in accordance with Section 39 of the Standard Specifications. Paragraph 39-8 does not apply. Compaction by vehicular traffic shall not be permitted. The Engineer reserves the right to require an adjustment of the temperature of the asphalt concrete at the time of placement.
- C. Pavement Thickness: Pavement shall be as indicated on the Drawings or as specified.
- D. Joining Pavement: The joints between old and new pavements or between successive days' work shall be carefully made in such manner as to ensure a continuous bond between old and new sections of the course. Edges of existing pavement shall be exposed and cleaned and edges cut to straight, vertical surfaces. All joints shall be painted with a uniform coat of tack coat before the fresh mixture is applied.
- E. Protection of Pavement: After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until it has cooled and hardened and in no case less than 6 hours.

3.5 PAYMENT RESTORATION

- A. Final pavement restoration shall be made as soon as practicable after backfilling. The final asphalt pavement shall not be placed before the aggregate base surface is favorably reviewed by the Engineer.

SECTION 02500

PAVING AND SURFACING

3.6 HEADERS

- A. Install wood headers along pavement edges bordered by soil. Install new headers where existing wood headers are damaged during construction, or removed for construction. Install headers with uniform slope between spot elevation indicated on the Drawings or to conform to existing grades.

3.7 PAVEMENT MARKING/REPLACEMENT

- A. Preparation: Immediately before applying the paint, the pavement surface shall be thoroughly cleaned of all dust, dirt, scale, curing compound, oil, grease, or other objectionable matter as directed by the City. Solvent material that will damage the pavement shall not be used as a cleaning agent.
- B. Tolerances: Marking and striping shall be within 50mm (2 inches) of the correct alignment. Dimensions of marking and striping shall be within 13mm (1/2 inch)
- C. Mixing: Mechanical mixers shall be used to mix paint. Prior to apply, the paint shall be mixed a sufficient length of time to thoroughly mix the pigment and vehicle together, and shall be kept thoroughly agitated during its application.
- D. Application: Pavement marking shall be applied only on dry surfaces and only during periods of favorable weather. Painting shall not be performed when the atmospheric temperature is below 40°F when using solvent borne paint or below 50°F when using water borne paint; when freshly painted surfaces may become damaged by rain, fog, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below said 40°F or 50°F temperature during the drying period. Immediately following the preparation of the pavement, the paint shall be applied, using equipment acceptable to the Engineer.

Allow ten days between the application of a bituminous seal coat and the permanent pavement marking. The paint shall be bleed, curl or discolor when applied to bituminous surfaces. If bleeding or discoloring occurs, apply an additional coat of paint.

The Contractor shall provide all warning devices required to protect the painting operation and the finished work. The Contractor shall repaint, to the applicable specifications, at his own expense, any portion of the stripe damaged by any type of traffic within 24 hours after the stripe has been applied. For striping less than 50 feet in length, favorably reviewed portable painting equipment may be used.

END OF SECTION

SECTION 02500
PAVING AND SURFACING

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SECTION 02510
ASPHALT PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Asphalt paving.
- B. Asphalt paving reinstatement at trenches.
- C. Pavement reinforcing fabric.

1.2 RELATED SECTIONS

- A. SECTION 02070 - SITE DEMOLITION

1.3 SUBMITTALS

- A. Certification that the materials and mix conform to the specifications.

1.4 REFERENCE STANDARDS

- A. Caltrans Standard Specifications
- B. American Society for Testing and Materials

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Asphalt binder shall be steam-refined asphalt conforming to the requirement of Section 92, "Asphalts," and have a viscosity grade of AR4000.
- B. Aggregates shall conform to the 1/2 inch maximum, medium grading and other requirements of Section 39-2.02, "Aggregates," of Caltrans Standard Specifications.
- C. Asphaltic emulsion for use as a paint binder shall conform to Section 39-4.02, "Prime Coat and Binder," and Section 94, "Asphaltic Emulsion," of Caltrans Standard Specifications. Asphaltic emulsion for paint binder shall be anionic grade RS1.
- D. Pavement reinforcement fabric shall conform to Section 88 of Caltrans Standard Specifications.

SECTION 02510

ASPHALT PAVING

2.2 ASPHALT CONCRETE MIX

- A. Asphalt concrete shall be Type B conforming to Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications.
- B. The amount of asphalt to be mixed with the aggregate shall be between 5 to 7 percent by weight of the dry aggregate.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verify gradients and elevations of the base.
- B. Verify that all compacted base course is dry and ready to support paving and imposed loads prior to placing asphalt paving.

3.2 PLACING ASPHALT PAVING

- A. Apply asphaltic emulsion at an approximate rate of 1/16 gallon per square yard to the surfaces of existing pavement and existing and new concrete which will be in contact with the asphalt paving. Distribute evenly by means of hand brooms.
- B. Place asphalt to the depth and extent indicated on the drawings in conformance with Section 39 of the Caltrans Standard Specifications.
- C. Compact paving to a relative compaction of not less than 95 percent of the 50-blow laboratory maximum density as determined by Caltrans Standard Specification, compact larger areas by rolling. In areas inaccessible to rolling equipment, compact with a vibrating plate compactor or hand tamper. Compaction shall achieve an even and smooth finish free of marks.

3.3 TOLERANCES

- A. Maximum variation of 1/4 inch in smoothness measured with a ten (10) foot straight edge.

END OF SECTION

SECTION 02520
CONCRETE PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Reinstatement of concrete pads, curb, gutter, and sidewalk.
- B. Encasement to rigid metal conduit where shown.

1.2 RELATED SECTIONS

- A. SECTION 03251 - JOINTS IN CONCRETE PAVING

1.3 SUBMITTALS

- A. Mix design.
- B. Batch ticket information.

1.4 REFERENCE STANDARDS

- A. American Concrete Institute (ACI)
ACI 305R Hot Weather Concreting
- B. American Society for Testing and Materials (ASTM)
ASTM A 615 Deformed and Plain Carbon-steel Bars for Concrete Reinforcement
ASTM C 33 Concrete Aggregates
ASTM C 94 Ready-Mixed Concrete
ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 494 Chemical Admixtures for Concrete

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Ready-mixed concrete shall be to ASTM C 94.
- B. Concrete shall have a minimum 28-day strength of 3,000 psi, a minimum cement content of 5 sacks, a slump of between 1-1/2 and 2-1/2 inches, and with a maximum aggregate size of 3/4 inch.
- C. Admixtures shall be to ASTM C 494.
- D. Steel reinforcement shall conform to ASTM A 615, Grade 60.
- E. Curing materials shall be waterproof paper, clear or white polyethylene sheeting, or polyethylene-coated burlap.

SECTION 02520

CONCRETE PAVING

- F. Curing compounds for items other than concrete sidewalk shall be to ASTM C 309, white pigmented, Type 2, free of paraffin or petroleum.

2.2 FORMS

- A. Free from irregularities, bulges, warps, dents, and sags. Top face shall not vary by more than 1/8 inch in ten feet, and lateral variation shall be less than 1/4 inch in ten feet.
- B. Clean before use and coat with non-staining release agent.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Dampen base course material in advance of placing concrete.
- B. Limit elevation of base surface to within 0.04 foot of true elevation.

3.2 FORM SETTING

- A. Support forms on base along entire length.
- B. Provide support to prevent lateral and vertical movement of forms.

3.3 PLACING CONCRETE

- A. Deposit close to its final position.
- B. Limit vertical drop of concrete to 3 feet.
- C. Place concrete in one lift to full depth.
- D. Place concrete at a uniform rate.
- E. Avoid contamination of concrete.
- F. Do not place concrete when ambient temperature is below 40 degrees Fahrenheit.
- G. In the event of hot weather, follow the recommended practices of AO 305R. Cool concrete, reduce evaporation by means of fog spray or sheeting, and commence curing when surface is sufficiently hard to avoid damage from placing curing materials.
- H. Consolidate by internal vibration immediately after placing concrete.

SECTION 02520
CONCRETE PAVING

- I. Do not place concrete when rain is likely to mar the surface.

3.4 FINISHING

- A. Follow on with finishing operations after concrete has attained sufficient set to support finisher and equipment.
- B. Match elevations on either side of a joint.
- C. Achieve a uniform texture.
- D. Strike off and float, check surface with straightedge and correct. Limit deviation from a ten foot straightedge to less than 3/8 inch.
- E. Finish edges with an edge having a minimum radius of 1/8 inch.
- F. Finish off with steel trowelling followed by a wire broom pulled transversely across the direction of the pavement to produce a uniform finish with corrugations not more than 1/16 inch in depth.

3.5 CURING

- A. Use potable water for curing pads and paving.
- B. Apply curing materials following finishing operations.
- C. Keep pads and paving moist under curing sheeting for a full curing period of 7 days.
- D. Wet concrete with fine spray of water and cover with polyethylene-coated burlap or polyethylene sheeting. Thoroughly saturate polyethylene-coated burlap with water before placing.
- F. Overlap adjacent sheets or tape sheets together.
- G. Prevent the sheets from displacing.
- H. Repair holes and tears in the sheeting.

3.6 PROTECTION

- A. Protect pavement from damage during construction operations.
- B. Protect pavement from rain or flowing water.

SECTION 02520
CONCRETE PAVING

3.7 TRAFFIC RESTRICTION

- A. Following placing of curing sheeting, erect barricades surrounding the new paving.
- B. Restrict all vehicular traffic from the new paving for a period of 14 days after casting.

END OF SECTION

SECTION 02529

CONCRETE CURB, GUTTER, SIDEWALK AND DRIVEWAY

PART 1-GENERAL

1.1 DESCRIPTION

Replace concrete curbs, curbs and gutters, gutters, sidewalks, and driveways where removed or damaged.

1.2 REFERENCE SPECIFICATIONS

Wherever the words "Specific Provisions" are referred to, the reference is to the City of Santa Clara Specific Provisions, dated August 1982.

Wherever the words "Standard Specifications" are referred to, the reference is to the State of California, Department of Transportation, Standard Specifications dated 2010.

1.3 SUBMITTALS

A. Submit certificate of compliance indicating that the concrete complies with the specifications.

PART 2 - PRODUCTS

2.01 CONCRETE

Comply with the Specific Provisions, Section 20.

A. PORTLAND CEMENT CONCRETE:

Portland Cement Concrete shall be Class A concrete, one (1") inch maximum combined aggregate grading, conforming to Section 90 of the Standard Specifications. Concrete shall contain not less than six (6) sacks (564 pounds) of cement per cubic yard.

B. PORTLAND CEMENT:

All cement used shall be of one brand and shall conform to ASTM C 150 Type II. Results of certified tests made by a recognized testing laboratory shall be furnished by the cement manufacturer on request of the City.

C. AGGREGATES:

Aggregates for concrete shall conform to Section 90-2.02 of the Standard Specification.

Combined aggregate grading shall conform to the one (1") inch maximum requirements of Section 90-1.02 of the Standard Specifications.

SECTION 02529

CONCRETE CURB, GUTTER, SIDEWALK AND DRIVEWAY

D. WATER:

Water for washing aggregates and for mixing concrete shall conform to Section 90-2.02 of the Standard Specifications.

E. ADMIXTURES:

No admixtures, accelerators, or retarders shall be allowed without the express approval of the Engineer unless specified in the Special Provisions.

F. EXPANSION JOINTS

Expansion joints shall consist of prepared strips of three-eighths (3/8") thick premolded joint filler conforming to the specifications of ASTM D 1751.

G. CERTIFICATE OF COMPLIANCE

Contractor shall furnish to the Engineer Certificate of Compliance signed by the manufacturer of the plant mix concrete. Certificate of Compliance shall state that the concrete furnished complies in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.

PART 3 - EXECUTION

3.1 GENERAL

- A. Comply with the Specific Provisions, Section 20, Construction Methods.
- B. Unless shown otherwise on the Drawings, replace existing curbs, curbs and gutters, gutters, sidewalks, and driveways in kind.
- C. Adjust structures such as valve boxes, manhole frames and covers, and electrical vaults to grade after the curb and gutter or sidewalk has been constructed for a reasonable distance on all sides of the structure. Complete the concrete work after the structure is adjusted.

3.2 INSTALLATION

1. SUBGRADE PREPARATION

The existing material shall be excavated to the required depth as shown on the plans. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of ninety (90%) percent for a depth of 0.5 foot as determined by State of California Test Method NO. 216. The subgrade shall be smooth and true to

SECTION 02529

CONCRETE CURB, GUTTER, SIDEWALK AND DRIVEWAY

the required grade. Immediately prior to the placing of cushion, the subgrade shall be thoroughly saturated with water. Ponded water shall not be permitted.

2. CUSHION:

Sidewalk, curb, gutter, and driveway cushion fill shall consist of a granular mineral aggregate that is free of organic impurities and all other deleterious matter. It shall be composed of a relatively clean sand and gravel with a sand equivalent of not less than thirty (30) when determined by Test Method No. 217, and shall conform to the following grading limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
2"	100
1-1/2"	90-100
No. 200	2-9

Cushion fill shall be spread on a prepared subgrade in conformance with the lines, grades and dimensions shown on the plans. The cushion shall be consolidated by watering prior to placing of the concrete.

3. FORMS:

Forms shall be smooth on the side placed next to the concrete, and shall have a true smooth upper edge and shall be sufficiently rigid to withstand the pressure and tamping of fresh concrete without distortion. Timber forms shall be free from warping or deformation.

All forms shall be thoroughly cleaned and coated with form oil to prevent the concrete from adhering to them.

The depth of forms for back of curbs shall be equal to the full depth of the curb. The depth of face forms for concrete curbs shall be equal to the full face height of the curb. Forms shall be set carefully to alignment and grade and shall be held rigidly in place by stakes, spreaders, or clamps, and shall be braced so that no displacement will occur during the working of the concrete. For other than short radius curves, timber forms shall be nominal two (2") inch stock.

All pours shall be confined and no neat (earth confined) pours shall be allowed.

SECTION 02529

CONCRETE CURB, GUTTER, SIDEWALK AND DRIVEWAY

4. PLACEMENT:

All concrete shall be used while fresh and before it has taken an initial set. Retempering any partially hardened concrete with additional water shall not be permitted.

Where pavement or surfacing is to be placed around or adjacent to manholes, drop inlets, or catch basins, which will be located within traffic lanes, such structures shall not be constructed to final grade until after the pavement or surfacing has been placed around these locations.

Concrete shall be poured continuously between joints and brought to the required section as the work progresses.

5. JOINTS (CURB & GUTTER):

Expansion joints shall be installed at each side of structures and at the ends of curb returns. Weakened plan joints shall be constructed at ten (10') foot maximum intervals. Weakened plane joints shall be cut to a minimum depth of one and one-fourth (1 1/4") inch with a tool that leaves comers rounded and insures a free movement of the concrete at the joint. The joint shall have a minimum width of one-eighth (1/8") inch and shall not exceed one-fourth (1/4") inch.

6. JOINTS (SIDEWALK):

Expansion joints shall be constructed at all returns and opposite expansion joints in an adjacent curb. Where curb is not adjacent, expansion joints shall be constructed at intervals of sixty (60') feet. Weakened plane joints shall be constructed at ten (10') foot maximum intervals and opposite weakened plane joints in adjacent curb. Joints shall be constructed at right angle to the line of curb and to the same depth and width as for curb and gutter.

Score lines shall be constructed at five (5') foot intervals at right angle to the line of curb. For sidewalk eight (8') feet or over in width, a score line parallel to the line of curb shall be constructed midway between back of curb and back of walk.

Score line shall be made with a scoring tool which will make rounded line of uniform width and depth of one-fourth (1/4") inch. A score line parallel to the face of curb shall be constructed six (6") inches from face of curb.

SECTION 02529

CONCRETE CURB, GUTTER, SIDEWALK AND DRIVEWAY

7. TOLERANCE:

The top and face of the curb and gutter, the flow line of the curb and gutter, and the surface of the sidewalk shall not vary more than one-fourth (1/4") inch from the edge of an eight (8') foot straight edge when placed against the surface, except at grade changes or curves.

8. FINISH:

Fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross section with a float, troweled smooth, and finished with a broom. The finish and texture of the concrete shall be approved by the Engineer. Concrete adjacent to expansion joints shall be finished with an edger tool. Brooming shall be transverse to the line of traffic.

9. CURING:

Curing shall be effected by A.C. Horn curing compound, or equal, and shall be applied in accordance with manufacturer's specifications.

10. SIDEWALK AND CURB LETTERING:

a) Contractor's name:

The Contractor shall stamp his name and the date of the pour on the curb or sidewalk at intervals of not less than two hundred (200') feet nor more than four hundred (400') feet. The letters shall not be smaller than three-fourths (3/4") inch in height and sunk to a depth of not less than one-fourth (1/4") inch.

b) Sewer Lateral Marker:

The Contractor shall stamp a block letter "S" on face of curb at all points along the work where sewer laterals intersect the sidewalk, curb, and gutter. The block letter "S" shall not be smaller than two (2") inches of height and sunk to a depth of not less than one-fourth (1/4") inch. The letter "S" shall be spaced carefully and evenly so that the center point of the letter shall be equidistant from top of curb and flow line of gutter.

11. DRIVEWAYS:

The centerline of the driveway approach and the centerline of the driveway apron shall coincide normally; however, an offset of not more than one (1') foot between said centerlines will be allowed. When any driveway approach requires realigning, the Contractor shall notify the Engineer before starting work, and check for compliance with

SECTION 02529

CONCRETE CURB, GUTTER, SIDEWALK AND DRIVEWAY

City Standards. If the property fronting said approach has been transferred to another ownership, a permit shall first be obtained from the Engineering Department before commencing the work. This requirement shall apply to all cases of misaligned driveways and shall apply to all subdivisions, not only after street improvements have been accepted, but also when such repairs are made prior to acceptance.

On lots where no approaches were constructed with the installation of curbs, gutters, and sidewalks, the Contractor shall notify the City before starting the work, and check for compliance with City Standards. If the fronting property has been transferred to another ownership, a permit shall first be obtained from the Engineering Department before commencing the work. This requirement shall apply to all cases of misaligned driveways and shall apply to all subdivisions, not only after street improvements have been accepted, but also when such repairs are made prior to acceptance.

12. REPAIR OF CRACKS:

The procedure for the repair of cracks developing in sidewalks, driveways, curbs, and/or gutters shall be as follows:

a) Any cracks developing in such work prior to final acceptance by the City shall be repaired as directed by the City. Such crack repairs shall be accomplished in one of the following ways:

1. The flag(s), curb, and gutter affected by the cracks shall be sawed through along existing score marks, weakened plane or expansion joints bounding the affected area, and as marked for replacement by the City. The entire damaged sections shall then be broken out and removed from the work. The resulting area shall be cleaned of broken concrete and the sidewalk or driveway cushion removed under existing walk, so as to provide space for the fresh concrete to "key" under such existing walk. The removed sections shall then be replaced with fresh concrete conforming to this Section of these Specifications.

END OF SECTION

SECTION 02600

MISCELLANEOUS METALWORK

1.1 SUMMARY OF WORK

A. The Work included in this Section consists of furnishing, fabricating, and installing miscellaneous metalwork and appurtenances.

1.2 REFERENCES

A. Commercial Standards:

AISC	Specifications and Commentary
AISI	Specifications and Commentary
ASTM A 36	Specification for Structural Steel
ASTM A 48	Specification for Gray Iron Castings
ASTM A 123	Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 307	Specification for Carbon Steel Bolts and Studs, 6,000 psi Tensile
ASTM A 563	Specification for Carbon and Alloy Steel Nuts
ASTM A 575	Specifications for Steel Bars, Carbon, Merchant Quality, M-Grades
ANSI/AWS D1.1	Structural Welding Code - Steel
NFPA 101	Life Safety Code

1.3 SUBMITTALS

A. Shop drawings of all miscellaneous metalwork.

PART 2--PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Standard: All structural steel shapes, plates, bars, and their products shall conform to the requirements of ASTM A 36.

2.2 BOLTS AND ANCHORS

A. Standard Service Bolts (Not Buried or Submerged): Except where otherwise shown or specified, all bolts, anchor bolts, and nuts shall be steel, galvanized after fabrication as specified herein. Threads on galvanized bolts and nuts shall be formed with suitable taps and dies such that they retain their normal clearance after hot-dip galvanizing. Except as otherwise specified herein, steel for bolts, anchor bolts and cap screws shall be in accordance with the requirements of ASTM A 307 Grade A or B, or threaded parts of ASTM A 36.

SECTION 02600

MISCELLANEOUS METALWORK

- B. Buried Bolts: Except where otherwise shown or specified, all bolts, anchor bolts and nuts which are buried shall conform to the requirements of standard service bolts, except they shall not be galvanized.
- C. Bolt Requirements:
1. The bolt and nut material shall be free-cutting steel.
 2. The nuts shall be capable of developing the full strength of the bolts. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads. All bolts and cap screws shall have hexagon heads and nuts shall be Heavy Hexagon Series.
 3. The length of all bolts shall be such that after joints are made up, each bolt shall extend through the entire nut, but in no case more than 1/2-inch beyond the nut.
- D. Adhesive Anchors: Unless otherwise shown or specified, all drilled, concrete or masonry anchors shall be adhesive anchors. No material substitutions will be considered unless accompanied with ICBO report verifying strength and material equivalency.
1. Epoxy adhesive anchors are required for drilled anchors where exposed to weather, in submerged, wet, splash, overhead, and corrosive conditions, and, for anchoring handrails, pumps, mechanical equipment, and reinforcing bars. Epoxy systems shall be Sika/FI System with Sikadur Injection Gel Epoxy or Masterbuilders Concrecive Epoxy Cartridge Dispensing System and Concrecive Paste LPL. Threaded rod shall be stainless steel Type 316.
 2. Unless otherwise shown, glass capsule, polyester resin adhesive anchors will be permitted in locations not specified above and shall be Hilti HV or Molly Parabond. Threaded rod shall be stainless steel.
- E. Expanding-Type Anchors: Expanding-type anchors if shown or permitted, shall be steel expansion type Phillips Drill Company "Red Head" anchors; McCulloch Industries "Kwick-Bolt;" or equal. Lead caulking anchors will not be permitted. Size shall be as shown. Expansion type anchors which are to be embedded in grout may be steel. Non-embedded buried or submerged anchors shall be stainless steel.

SECTION 02600

MISCELLANEOUS METALWORK

PART 3 -- EXECUTION

3.1 FABRICATION AND INSTALLATION REQUIREMENTS

A. Fabrication and Erection: Except as otherwise shown, the fabrication and erection of steel shall conform to the requirements of the American Institute of Steel Construction "Manual of Steel Construction."

3.2 GALVANIZING

A. Bolts, anchor bolts, nuts and similar threaded fasteners, after being properly cleaned, shall be galvanized in accordance with the requirements of ASTM A 153. Field repairs to galvanizing shall be made using "Galvinox," "Galvo-Weld," or equal.

3.3 DRILLED ANCHORS

A. Drilled anchors and reinforcing bars shall be installed in strict accordance with the manufacturer's instructions. Holes shall be roughened with a brush on a power drill, cleaned and dry. Drilled anchors shall not be installed until the concrete has reached the specified 21 -day compressive strength. Adhesive anchors shall not be loaded until the adhesive has reached its specified strength in accordance with the manufacturer's instructions.

END OF DOCUMENT

SECTION 02600
MISCELLANEOUS METALWORK

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SECTION 02900

SUBSTRUCTURES

Part 1 — GENERAL

1.1 DESCRIPTION

A. Work under this section shall consist of furnishing all labor, equipment, tools, and services required for complete installation of underground conduits, boxes, and equipment pads as requested by City.

B. Specific scope of work to be performed under this section is:

1. Detailed site inspection to investigate field condition and existing substructures.
2. Review of City supplied design for:
 - (a) new substructures where no work has been done, and
 - (b) completing the substructures where some work has been done.
3. Based on field investigations and design review, identify any design deficiencies and work with Engineer to make modifications to design if necessary to construct a complete functional and cost effective electrical substructure system. Design changes and modifications shall be submitted to the Engineer for approval prior to being constructed.
4. Prepare a list of products and materials, with quantities, for completion of work under this section.
5. For the portions of the Work where no substructure work has been done: Construct a complete, new substructure system consisting of transformer pads; boxes; primary, secondary and utility electric conduits; risers etc. as shown in design drawings.
6. For the portion of the Work where some substructure work has been done: Install substructure components listed in (5) above, if and as required to complete all deficiencies and provide a complete and functional substructure system.
7. Upon completion of the work, mark-up design drawings to reflect the actual "as-built" conditions, for submission to the Engineer. Project will not be considered complete until marked-up "as-builts" are submitted.

C. Work under this section shall be performed in a fashion that will not disturb existing electric utility facilities until such time that a "cut-over" from old to new facilities is coordinated through the Engineer.

SECTION 02900

SUBSTRUCTURES

1.2 RELATED SECTIONS

02200 - EARTHWORK

02227 - DIRECTIONAL BORING

02228 - BURIED CONDUIT

02476 - TRAFFIC CONTROL

02500 - PAVING AND SURFACING

02529 - CONCRETE CURB, GUTTER, SIDEWALK

UG 1000 - INSTALLATION OF UNDERGROUND SUBSTRUCTURES
BY DEVELOPERS

UG 0340 – CONDUIT SPACERS

UG 0345 – TRENCH BACKFILL

1.3 APPLICABLE STANDARDS

- A. City of Santa Clara Underground Standard UG 1000: Substructures.
- B. City of Santa Clara Standard Specifications and Standard Drawings: Whenever the words "Standard Specifications" are referred to, the reference is to these Standards.
- C. City of Santa Clara Safety Rules.
- D. Other Applicable Standards:
 - ANSI C 2 - National Electric Safety Code
 - NFPA 70 - National Electric Code

1.4 DEFINITIONS

A. Whenever the words "box" or "boxes" are referred to in these specifications, these are intended to mean "pullboxes", "spliceboxes", "manholes" or "vaults" as appropriate for the application. It is the responsibility of the Contractor to use the appropriate enclosure for the application as specified in the City Underground Standard UG 1000.

1.5 SUBMITTALS

- A. Drawings and details for completion/modification of City supplied design for

SECTION 02900

SUBSTRUCTURES

new substructures to be installed, and for additions to the substructures already installed.

- B. Project schedules for (a) design completion and (b) construction completion.

1.6 QUALITY ASSURANCE

A. All substructure installation work including trenches, conduits, boxes, etc. shall be inspected by Inspector(s) designated by the Engineer in accordance with the City Underground Standard UG 1000. No work shall be back-filled or otherwise covered until approved by the City Inspector.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall provide, at his expense, a construction office at a location approved by the Engineer, with facilities and storage area for conduit, manholes, splice boxes, backfill sand and other miscellaneous materials.
- B. The Contractor shall assume the risk of loss, theft or damage to all materials delivered to or accepted by him until such materials have been completely installed and accepted (in writing) by the City. The Contractor's liability shall include damage to or loss of material in his possession or material being loaded, unloaded, or handled by him.

1.8 WARRANTY

- A. Payment made to the Contractor for a portion of the project completed, or the partial or entire use of the work by the City, shall not constitute acceptance of any work which has not been performed in accordance with the Specifications.
- B. Neither acceptance of the work by the City, nor final payment shall relieve the Contractor of the responsibility for faulty material or workmanship that he has furnished. Contractor shall remedy any defects due thereto without expense to the City and pay for any damage to other work resulting therefrom, which shall appear within one year from the date of the City's acceptance.

1.9 CITY'S INSTRUCTIONS

- A. The Contractor shall avoid disputes with property owners or others, and any objections made by the public because of the manner in which the work is being done shall be submitted to the Engineer for decision before the Contractor proceeds with the work in question. The Contractor shall perform his work to conform to all reasonable requests of the adjacent property owners.

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SUBSTRUCTURES

- B. If it is necessary to relocate or temporarily remove and replace other underground utilities, the Contractor shall first obtain permission from the utility concerned and comply with its requirements in performing the necessary work. Property owners shall be notified at least 24 hours before the planned disruption of any utility service. All costs incurred shall be paid by the Contractor. Any damage to underground facilities shall be repaired at the Contractor's expense and to the satisfaction of the owner of the facility.
- C. The Contractor shall coordinate construction activities with the work of the City of Santa Clara and with other trades on the site in a manner that will result in the least interference with the City's operations and other contractors and utility companies working at the site, and in the interfacing and connection of the separate elements of the overall project work.
- D. All work involving access or proximity to operating components of the City's electrical distribution system shall be coordinated with and scheduled through the Engineer.

Part 2 — PRODUCTS

2.1 Product Procurement:

- A. Contractor shall supply all products and materials that are necessary for the completion of the project. Contractor supplied products shall be according to City Specifications.
- B. Contractor may utilize some Owner-supplied products and materials as allowed for in Section 2.02 below.
- C. The Contractor shall not be relieved from the responsibility for timely procurement of all products and materials necessary for scheduled project completion as a result of using some Owner-supplied products.

2.2 Owner-Furnished Products or Materials

- A. City maintains a supply of most of the types of products and materials (materials) required for the performance of the Work. On occasion City may elect to supply certain materials to Contractor, at the discretion of the Engineer, for reasons including, but not limited to, City having a surplus of such materials.

City's desire to utilize any Owner-provided materials will be identified in Document 00520 "Call Order Deliverables and Conditions for Construction Services to be provided to the City of Santa Clara, California" ("Call"), which will be attached to the associated Call Order.

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SUBSTRUCTURES

City shall be credited by Contractor for utilization of Owner-provided materials by one of the following methods as determined by Engineer and documented in each affected Call:

- 1) Replenishment of City's stock, in kind and quantity, within a timeframe acceptable to City, or,
- 2) Issuance of a credit to the City that is calculated on a per unit price basis for the material(s) to be used, which includes a fifteen percent (15%) handling/restocking fee. Contractor shall submit the per-unit credit amount to the Engineer for approval. Credits to City shall be issued concurrently with Contractor's payment invoices for the work that included the use of the City-supplied materials.

B) If Owner-supplied materials are utilized, Contractor shall:

- 1) Pick up Owner-supplied materials at the designated City warehouse facility as identified in the assigned City work order before commencing work and,
- 2) Be responsible for storage and protection of Owner-supplied material until final acceptance of the work by City.

2.3 CONDUITS

- A. Conduits for primary, secondary, utility electric (U/E) runs, and conduits for street lighting runs, and fittings, shall be supplied by the Contractor unless supply of such Conduits is by City as allowed for in Section 2.02 above.
- B. All conduits shall be schedule DB120, schedule 40 or schedule 80 as indicated by the Engineer on the drawings.
- C. Bends in all four (4) inch and five (5) inch conduits shall be sixty (60) inch minimum radius unless otherwise specified in these documents.
- D. All other fittings and materials that may be required for the completion of the project shall be supplied by the Contractor.

2.4 BOXES

- A. All pull boxes, for primary and secondary applications, shall be supplied by the Contractor unless supply of such boxes is by City as allowed for in Section 2.02 above.
- B. All other boxes, covers, materials that may be required for the completion of the Project, shall be supplied by the Contractor

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SUBSTRUCTURES

- C. All pre-cast boxes shall be manufactured and installed as per the City Underground Standard UG 1000,
- D. Contractor shall arrange with the box manufacturer to schedule for delivery of all pre-cast boxes.

2.5 TRANSFORMER AND SWITCH PADS

- A. Transformer and switch pads shall be constructed in the field in accordance with City's Underground Standard UG 1000.

Part 3 — EXECUTION

3.1 GENERAL

- A. **QUALIFIED ELECTRICAL WORKERS:** The work performed under this contract will include working in proximity to functioning components of the City's electrical distribution system, which are electrically energized at a nominal 12,000 volts. Contractor shall only utilize workers who are qualified by experience and training when performing work in this environment.
- B. Materials and equipment shall be installed in a workmanlike manner, utilizing craftsmen skilled in the particular task being performed. The Contractor shall provide work product that is accurate, neat and conforms to applicable standards.
- C. Prior to any trenching or excavation, Contractor shall call Underground Service Alert (USA) to locate all existing underground utilities.

03.2 TRENCHING

- A. Trenching shall include the removal of all materials or obstructions of any nature, installation and removal of all sheeting and bracing and the control of water necessary to construct the work as shown. Where the trench is under a portion of the sidewalk, the entire sidewalk to the nearest score mark shall be removed. When the trench is under curb or gutter, the entire curb shall be removed.
- B. The trench shall be excavated true to the centerline shown on the contract Drawings and to a depth, which will permit the duct to be installed at the grade shown except where unforeseen underground obstacles are encountered.
- C. In general, the trench shall be excavated to a depth that will provide a minimum cover over the top of conduits in streets, sidewalks, and parkways as required by the City Underground Standard UG 1000. When less than the required cover is

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authorized by the Engineer because of special conditions, suitable protection shall be placed over the duct(s) prior to backfilling. Such protection shall be in accordance with the Engineer's instructions.

- D. Removal and replacement of concrete and asphalt surface improvements shall include saw cutting on both sides of the trench unless at a "cold joint" or expansion joint. Tunneling under sidewalk, curb and gutter is not permitted except as noted on the construction plans.
- E. When it is necessary to remove a section of concrete curb or driveway that is not near an existing joint, the concrete shall be sawed prior to breaking and removed as approved by the Public Works Inspector. Where it is necessary to cross a sidewalk, the concrete shall be saw cut and removed to the nearest score mark.
- F. Where the duct is to be located in a concrete or asphaltic-concrete paved street, lines shall be marked along each side of the trench center line for a distance which will extend 6 inches beyond the side of the trench and the pavement cut along these lines with a concrete saw to the full thickness of the concrete. The pavement shall then be broken and stripped from the trench along with the base or sub-base materials, hauled from the jobsite, and disposed of by the Contractor. Stompers will not be allowed. A ram hoe or other method approved by the Engineer will be used.
- G. The Contractor shall be responsible for any damage done to existing subsurface facilities during the construction. The Contractor shall pothole as necessary to determine the exact locations of facilities in critical situations prior to, or during construction. In the event of damage to any subsurface facilities, the Contractor will notify the City immediately, in addition to notifying the owner of the damaged facilities. Repairs on any City-owned facilities including, but not limited to, electric utility, traffic signal, and fiber optic facilities will be made by the City and the actual cost thereof subtracted from the Contractor's payment. The Contractor shall coordinate repairs to any other facilities with the owner of that facility. Repairs of customer-owned sprinkler system shall be made by the Contractor. Any tree roots 3" or more in diameter that must be cut shall be inspected by a representative of the Public Works Department prior to cutting.
- H. When shoring is required at locations other than those specified in the bid items, the Contractor shall, at no additional expense to the City, furnish, put in place, and maintain such sheeting and bracing as may be required to support the sides of all excavations (whether above or below pipe grade) and to prevent any movement which could in any way diminish the required trench section, or otherwise injure or delay the work.

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- I. The bottom of the trench at final grade shall be smooth, uniform, and free from loose rocks, stones, or other foreign matter. Nothing shall be left in the trench which might damage the conduits. A sand bedding for direct-buried conduit may be required if the Engineer determines that the bottom of the trench is rocky enough to damage the conduit.
- J. At locations indicated in the plans, Contractor shall install required service conduit stubouts (electric and telephone or other communication) from the service boxes to a point specified by the Engineer.
- K. A minimum of one linear foot vertical separation and 5 linear feet horizontal separation shall be maintained between electrical conduits or concrete encasement and gas, water and wastewater pipelines, unless prior approval is obtained from the owners of the affected facilities. The dimension shall mean from the outside of the conduit or concrete encasement to the outside of the pipeline.

3.3 BOX INSTALLATION

- A. The box shall, unless otherwise approved by the Engineer, be installed in advance of the conduit placement and shall be in accordance with the applicable layout drawings.
- B. Any water seepage found after the box is installed shall be stopped with "Water Plug" or similar substance which shall be furnished by the Contractor and approved by the Engineer.
- C. Primary, secondary, communication, and streetlight splice boxes shall be installed at locations indicated in drawings, in accordance with City Underground Standard UG 1000. All boxes are to be installed so that tops of boxes are at grade with the surface improvements.
- D. Boxes located in sidewalk areas or adjacent to sidewalk areas shall be graded to the existing or future sidewalk. If located in the parkway between the sidewalk and curb, boxes shall be graded in accordance with the Engineer's instructions. If located in areas with no sidewalks or curbs, boxes shall be graded in accordance with the Engineer's instructions.

3.4 CONDUIT INSTALLATION

- A. This part of the Specification covers the handling, storing and installation of the conduit.
- B. The Contractor shall furnish all materials necessary, other than the City-supplied conduits and materials, to complete the duct system.

SECTION 02900

SUBSTRUCTURES

- C. The conduit and fittings shall be unloaded, handled, stockpiled, and installed in a manner that will protect the conduit and fittings against damage. Ducts and conduit shall be sized and located as required by the applicable drawings.
- D. Conduit for direct burial, riser conduit and bends in duct or conduit shall be installed in accordance with City's Underground Standard UG 1000,
- E. Clearances between conduits and other substructures shall be in accordance with City Underground Standard UG 1000 and those specified in California P.U.C. General Order 128 (Rules for Underground Construction).
- F. Extreme care shall be exercised to ensure that concrete and other foreign matter do not enter the ducts or conduit while they are being installed, or at any time thereafter. All burrs or rough edges in conduit or duct shall be made smooth. All ducts and conduit shall be proved free of obstructions, dirt, rocks, etc., by means of a mandrel. The mandrel diameter shall be not more than 1/4-inch smaller than the duct or conduit diameter.
- G. Plastic conduit shall be installed with solvent-welded couplings and joints made up tight.
- H. Joints in multiple-conduit duct banks shall be staggered between vertical layers to produce at least a 2-foot horizontal separation.
- I. Where spacers are required for multiple-conduit duct banks, approved conduit spacers shall be used in accordance with City's Underground Standards UG 0340.
- J. Spacers shall not be placed where conduit couplings or belled joints will rest upon them.
- L. All ducts and conduits shall be terminated with appropriate bushings or other fittings as specified.
- M. One (1) calibrated mule tape pull line (1200 lb minimum tensile strength) shall be installed in each conduit or duct. Mule tape calibration marks shall be in feet and clearly visible after installation in the conduit. Mule tape readings at conduit entrances will be recorded on as-built drawings. Each installed mule tape shall be secured in a manner such that it is prevented from retracting back into the duct after installation with a minimum of six feet of slack at each end. Metallic pull wires or nylon are not acceptable.

SECTION 02900

SUBSTRUCTURES

3.5 TRANSFORMER AND SWITCH PAD INSTALLATION

- A. Pad construction shall be in accordance with the City Underground Standard UG 1000.

3.6 BACKFILLING

- A. All excavated material shall be removed from site. All shoring or bracing shall be removed from the trench before backfilling,
- B. Backfill shall be in accordance with City Underground Standard UG 1000 and UG 0345.
- C. Throughout the duration of the job, the Contractor shall have a crew available to promptly backfill and repair paving at trench and manhole locations where settlement or cave-ins have occurred. The Contractor shall make periodic inspections of the trench at least once a week as well as immediately after rain, and repair any defect at once.
- D. After installation of boxes, the area shall be backfilled with fine fill and compacted to the original grade in accordance with compaction requirements for the trench. If the area around the manhole will not permit the use of proper compaction equipment without damage to the box, backfill shall be accomplished using a lean mixture high slump concrete (one sack of cement per yard).

END OF SECTION

SECTION 02945

SODDING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Replacement of damaged lawn areas with sod.
- B. Replacement of lawn removed for trench excavation in lawn areas.

1.2 RELATED SECTIONS

- A. SECTION 02070 - SITE DEMOLITION
- B. SECTION 02200 - EARTHWORK

1.3 SUBMITTALS

- A. Statement from sod grower specifying source and attesting to seed make-up of sod.

1.4 REFERENCE STANDARDS

- A. American Joint Committee on Horticultural Nomenclature
SPN "Standardized Plant Names,"
- B. American Society of Agronomy Monograph 14 "Turfgrass"

1.5 REGULATORY REQUIREMENTS

- A. Provide for inspections and permits required by Federal, State and local authorities in furnishing, transporting, and installing sod.

PART 2 – PRODUCTS

2.01 SOD

- A. Sod type naming shall conform to SPN. Sod type shall be Festuca alatiior Dwarf, Enduro Dwarf Tall Rescue, one year old minimum, well matured with a substantial amount of rhizomes visible on underside of sod. Sod shall be thick, dense, healthy, and field-grown on fumigated soil with the grass having been mowed at 1 inch height before lifting from field. Sod shall be free from noxious weeds, insects, and stones. Sod shall be sufficiently moist so that the soil will adhere to the roots when handled.

Delivered sod shall contain not more than 5 percent broken rolls. Sod that has become moldy, withered, or yellow from storage or drying will be rejected at the time of planting. Sod out for more than 24 hours from the time of cutting shall not be used.

SECTION 02945

SODDING

2.2 WATER

- A. Clean, potable water. Distribution and irrigation of the water for all work of this section will be the responsibility of the Contractor.

2.3 FERTILIZER

- A. Commercial quality containing 16 parts nitrogen and 20 parts phosphate bearing manufacturer's guarantee statement of analysis by weight.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Preparation and installation of sod shall comply with the recommendations of Monograph 14.
- B. Perform work specified herein under the direct supervision of a superintendent thoroughly familiar with the work of this section.
- C. Remove all trash and other debris. No sod shall be installed on areas which have not been finish graded and accepted by the City.
- D. After finish grading, restrict all heavy equipment and trucks from crossing over prepared areas. If this should occur, the compacted areas shall be scarified to a depth of six inches and the area regraded.
- E. Installation of sod shall not be undertaken until adjacent site improvements and pavements are substantially complete.
- F. No sodding shall take place when the site is wet or during freezing temperatures.
- G. Accepted areas not immediately sodded are subject to re-inspection and acceptance by the City.
- H. Apply commercial fertilizer to topsoil in areas to be sodded at the rate of 10 pounds per 1,000 square feet immediately before placement of sod and rake lightly into top inch of ground.
- I. Fine grade areas to smooth even grade.
- J. Roll with 200 pound water ballast roller and bring to finish grade. Lightly rake surface to one quarter inch depth. Sod immediately thereafter, provided the surface has remained in a friable condition.

SECTION 02945

SODDING

3.2 INSTALLATION

- A. Sod shall be laid on a firm, moist bed with tight joints so that no voids occur under or between strips. Depressions or mounds occurring after sodding shall be corrected.
- B. As soon as sod has been laid, water and roll thoroughly so that the sod makes a tight bond to the prepared bed.
- C. In the event that sod dries and shrinks, a mixture of screened topsoil and lawn seed shall be brushed into the cracks and tamped flush.

3.3 CLEAN-UP

- A. Keep areas of work clean, neat and orderly at all times. Keep paved areas clean during planting operations. Clean up and remove all deleterious materials and debris from the entire work area.

3.4 WARRANTY PERIOD

- A. Contractor shall warrant that sod planted under this Contract will be healthy and in flourishing condition of active growth six months from date of final acceptance. Replace, without cost to Owner and as soon as weather conditions permit, areas larger than 6 inches square where soil is bare or where plants are not in vigorous thriving condition. Replacement shall match adjacent specimens. Contractor shall not be held responsible for failures due to neglect by the City or vandalism during the warranty period. Contractor shall report such conditions to the City in writing.

END OF SECTION

SECTION 02945

SODDING

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SECTION 03100

CAST-IN-PLACE CONCRETE FORMWORK

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Formwork for cast-in-place concrete, with shoring, bracing, and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

1.2 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

- A. Section 03300, Cast-In-Place Concrete
 - 1. Supply of concrete accessories for placement by this Section.

1.3 RELATED SECTIONS

- A. Section 02300, Earthwork
- B. Section 03200, Concrete Reinforcement
- C. Section 03300, Cast-In-Place Concrete

1.4 REFERENCES

- A. ACI 347, Guide to Formwork for Concrete
- B. ACI 318, Building Code Requirements for Structural Concrete and Commentary
- C. PS-1, Construction and Industrial Plywood
- D. ACI 301, Specifications for Structural Concrete
- E. California Code of Regulations, Title 24, Part 2, 2007 California Building Code (CBC)

SECTION 03100

CAST-IN-PLACE CONCRETE FORMWORK

1.5 DESIGN REQUIREMENTS

- A. Design, engineer, and construct formwork, shoring and bracing to conform to design and code requirements; resultant concrete to conform to required shape, line, and dimension.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 347 and ACI 318.

1.7 REGULATORY REQUIREMENTS

- A. Conform to 2007 CBC for design, fabrication, erection, and removal of formwork.

1.8 COORDINATION

- A. Coordinate this Section with other Sections of work which require attachment of components to formwork.
- B. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Engineer before proceeding.

1.9 PART 2 - PRODUCTS

2.1 WOOD FORM MATERIALS

- A. Form Materials
 - 1. At the discretion of the Contractor.

2.2 PREFABRICATED FORMS

- A. Preformed Steel Forms
 - 1. Minimum 16 gage matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
- B. Glass Fiber Fabric Reinforced Plastic Forms
 - 1. Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

SECTION 03100

CAST-IN-PLACE CONCRETE FORMWORK

2.3 FORMWORK ACCESSORIES

- A. Form Ties
 - 1. Snap-off type, galvanized metal, adjustable length, cone type, free of defects that could leave holes larger than 1¼-inch in concrete surface.
- B. Form Release Agent
 - 1. Colorless mineral oil which will not stain concrete, absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with Drawings.

3.2 EARTH FORMS

- A. Earth forms are not permitted.

3.3 ERECTION - FORMWORK

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to over-stressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Obtain approval before framing openings in structural members which are not indicated on Drawings.
- F. Provide chamfer strips on external corners of beams, joists, columns and equipment pads.

3.4 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

SECTION 03100

CAST-IN-PLACE CONCRETE FORMWORK

- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings which are effected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in or passing through concrete work.
- B. Locate and set in place items which will be cast directly into concrete.
- C. Coordinate work of other Sections in forming and placing openings, slots, reglets, recesses, chases, sleeves, bolts, anchors, and other inserts.
- D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitting so joints will not be apparent in exposed concrete surfaces.

3.6 FORM CLEANING

- A. Clean and remove foreign matter within forms as erection proceeds.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.7 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 301.

3.8 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

SECTION 03100

CAST-IN-PLACE CONCRETE FORMWORK

3.9 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

END OF SECTION

SECTION 03100
CAST-IN-PLACE CONCRETE FORMWORK

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SECTION 03200

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Reinforcing steel bars, wire fabric and accessories for cast-in-place concrete.

1.2 RELATED SECTIONS

- 1.3 Section 03100, Cast-in-Place Concrete Formwork

- A. Section 03300, Cast-in-Place Concrete

1.4 REFERENCES

- A. ACI 301, Specifications for Structural Concrete
- B. ACI 318, Building Code Requirements For Structural Concrete and Commentary
- C. ACI SP-66, –ACI Detailing Manual
- D. ASTM A82, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
- E. ASTM A497, Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete
- F. ANSI/AWS D1.4, Structural Welding Code - Reinforcing Steel
- G. ASTM A706, Standard Specification for Low-Alloy Steel, Deformed and Plain Bars for Concrete Reinforcement
- H. CRSI, Concrete Reinforcing Steel Institute Manual of Practice
- I. California Code of Regulations, Title 24, Part 2, 2007 California Building Code (CBC), Chapter 19

SECTION 03200

CONCRETE REINFORCEMENT

1.5 SUBMITTALS

- A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following shall be submitted:
 - 1. Shop Drawings
 - 2. Indicate bar sizes, spacing's, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.
- B. Manufacturer's certificate: Certify that products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318 and 2007 CBC, Chapter 19.
- B. Submit certified copies of mill test report of reinforcement materials analysis.

1.7 COORDINATION

- A. Coordinate with placement of formwork, formed openings and other Work.

PART 2 - PRODUCTS

2.1 REINFORCEMENT

- A. Reinforcing Steel
 - 1. ASTM A706, 60 ksi yield grade; deformed billet steel bars. The actual yield strength based on mill test shall not exceed the specified yield strength by more than 18,000 psi, retest shall not exceed this value by 3,000 psi and the ratio of the actual ultimate tensile stress to the actual tensile yield strength shall not be less than 1.25.

SECTION 03200

CONCRETE REINFORCEMENT

2.2 ACCESSORY MATERIALS

- A. Tie Wire
 - 1. Minimum 16 gage annealed type patented system.
- B. Chairs, Bolsters, Bar Supports, Spacers
 - 1. Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.

2.3 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 318 and UBC 1997, Chapter 19.
- B. Weld reinforcement in accordance with ANSI/AWS D1.4.
- C. Provide reinforcing splices only as indicated on Drawings.

PART 3 - EXECUTION

3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Do not displace or damage vapor barrier.
- C. Accommodate placement of formed openings.
- D. Conform to ACI 318 code for concrete cover over reinforcement.

3.2 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01450.

END OF SECTION

SECTION 03200
CONCRETE REINFORCEMENT

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SECTION 03251

JOINTS IN CONCRETE PAVING

1.1 SECTION INCLUDES

- A. Furnishing and installing joints as shown on the plans and specified herein.

1.2 RELATED SECTIONS

- A. SECTION 02520 - CONCRETE PAVING

1.3 SUBMITTALS

- A. Manufacturer's data and instruction for installation of joint sealant.
- B. Procedures and equipment to be used for preparing grooves and sealing joints.
- C. Certificates of conformance for joint filler, dowel, joint sealant, and backing strip.
- D. Sequence of construction to match the requirements of Special Provision -Constraints Due to Public Use.

1.4 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
ASTM A 615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

ASTM D 1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
- B. Federal Specifications (FS)
FS SS-S-200 - (Rev.E)(Am.2) Sealants, Joint, Two-component, Jet-Blast-Resistant Cold-Applied, For Portland Cement Pavement

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Cork expansion joint filler shall conform to ASTM D 1752.
- B. Joint sealant shall conform to FS SS-S-200. Color shall be grey. Backing strip shall be compatible with the joint sealant.
- C. Dowel bars shall be plain bar conforming to ASTM A 615, Grade 40.

SECTION 03251

JOINTS IN CONCRETE PAVING

PART 3 – EXECUTION

3.1 JOINTS

- A. Form or cut rectangular grooves to true straight and curved lines where indicated on the plans. Straight joints shall not vary by more than 1/2 inch in ten feet.
- B. Clean joints. Cover to prevent intrusion of foreign material.
- C. Cure joints.
- D. An optional construction joints may be installed in place of a weakened plane joint and shall be equipped with dowels placed at right angles to the joint face.
- E. Hardened concrete surfaces to be coated with a bond breaker prior to placing concrete against the joint.

3.2 SEALING JOINTS

- A. Undertake final cleaning of joint prior to bond breaker installation.
- B. Apply sealant to depths indicated without voids.
- C. Remove excess sealant on adjacent pavement.
- D. Sealant that is not bonded, does not cure, shows presence of air voids, has surface defects, shows swelling, or is not recessed as shown will be rejected. Rejected sealant shall be removed and the joints re-sealed,

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Cast-in-place concrete building floors, foundation, and supported slabs.
- B. Floors and slabs on grade.
- C. Control and expansion and contraction joint devices associated with concrete work, including joint sealants.

1.2 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

- A. Section 03100 - Cast-in-Place Concrete Formwork

1.3 RELATED SECTIONS

- A. Section 03200, Concrete Reinforcement

1.4 REFERENCES

- A. ACI 301, Specifications for Structural Concrete
- B. ACI 302.1R, Guide for Concrete Floor and Slab Construction
- C. ACI 305R, Hot Weather Concreting
- D. ACI 308.1, Standard Specification for Curing Concrete
- E. ACI 318, Building Code Requirements for Structural Concrete and Commentary
- F. ANSI/ASTM D994, Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)
- G. ASTM D6690, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
- H. ASTM D1751, Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
- I. ASTM C33, Standard Specification for Concrete Aggregates
- J. ASTM C94, Standard Specification for Ready-Mixed Concrete
- K. ASTM C150, Standard Specification for Portland Cement
- L. ASTM C260, Standard Specification for Air Entraining Admixtures for Concrete

SECTION 03300

CAST-IN-PLACE CONCRETE

- M. ASTM C494, Standard Specification for Chemical Admixtures for Concrete
- N. ASTM C618, Standard Specification for Coal Fly Ash and Raw or Calcinated Natural Pozzolan for Use in Concrete
- O. California Code of Regulations, Title 24, Part 2, 2007 California Building Code (CBC), Chapter 19

1.5 SUBMITTALS

- A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following shall be submitted:
 - 1. Product Data:
 - a. Provide data on joint devices, attachment accessories and admixtures.

1.6 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of embedded utilities and components which are concealed from view.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Acquire cement and aggregate from same source for all work.
- C. Conform to ACI 305R when concreting during hot weather.

1.8 COORDINATION

- A. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type II
- B. Fine and Coarse Aggregates: ASTM C33
- C. Water: Clean and not detrimental to concrete.

SECTION 03300

CAST-IN-PLACE CONCRETE

2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260
- B. Chemical: ASTM C494, Type D - Water Reducing and Retarding
- C. Fly Ash Calcinated Pozzolan: ASTM C618

2.3 ACCESSORIES

- A. Bonding Agent: Polymer resin emulsion.
- B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler Type A: ASTM D1751, ASTM D994; Asphalt impregnated fiberboard or felt, 1/4-inch thick; tongue and groove profile.
- B. Sealant: ASTM D1190; hot applied rubber.

2.5 CONCRETE MIX

- A. Mix and deliver concrete in accordance with ASTM C94.
- B. Select proportions for normal weight concrete in accordance with ACI 301.
- C. Provide concrete to the following criteria:
 - 1. Compressive Strength (28 days):
 - a. 3,000 psi for footings, walls and slabs.
 - 2. Slump:
 - a. 3 inches for footings.
 - b. 4 inches for slabs and walls.
- D. Use set retarding admixtures during hot weather only when approved by Architect/Engineer.

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- B. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 318 and CBC 2007, Chapter 19.
- B. Notify the Engineer a minimum 24 hours prior to commencement of operations.
- C. Ensure proper placement of reinforcement, inserts, embedded parts and formed joint fillers.
- D. Install joint fillers in accordance with manufacturer's instructions.
- E. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- F. Place concrete continuously between predetermined expansion, control, and construction joints.
- G. Do not interrupt successive placement; do not permit cold joints to occur.

3.4 SLAB FINISHES

- A. Typical horizontal surface finish shall be steel trowel finish as set forth in ACI 301 for Class A tolerance and shall be a dense hard finish free of defects and blemishes. The use of dry cement or other mixture to absorb water is prohibited.
- B. Exterior slabs and walks shall be steel trowelled, followed by wood float finish, and then tool marked and stiff broom finished to provide a non-slip surface. Markings and direction of stiff brooming finish shall be as indicated and as directed.

SECTION 03300

CAST-IN-PLACE CONCRETE

3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with ACI 301.
- B. Provide free access to Work and cooperate with Engineer.
- C. Submit proposed mix design of concrete to Engineer for review prior to commencement of Work.
- D. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- E. Three concrete test cylinders will be taken for every 75 or less cubic yards of each class of concrete placed.
- F. One slump test will be taken for each set of test cylinders taken.

3.7 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections as directed in accordance with ACI 301.

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION

SECTION 03300
CAST-IN-PLACE CONCRETE

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SECTION 17100

UNIT PRICING LIST DEFINITIONS

The Contractor shall apply each of the applicable sections below in the execution of all Unit Price List Items, whether or not directly referenced, as required under the Contract. In the event of conflicting applications, the more stringent application will apply. Owner-furnished materials will be picked up by Contractor at the Owner's facilities located at 1705 Martin Ave in Santa Clara.

City of Santa Clara, Department of Public Works Standard Details
UG 1000 - SVP Underground Standards
UG 0340 - Conduit Spacers
UG 0345 - Trench Backfill
02000 - Supplemental General Requirements for Civil Improvements
02070 - Site Demolition
02200 - Earthwork
02227 - Directional Boring
02228 - Buried Conduit
02230 - Aggregate Base
02476 - Traffic Regulation
02500 - Paving and Surfacing
02510 - Asphalt Concrete Paving
02520 - Concrete Paving
02529 - Concrete Curb, Gutter, Sidewalk
02600 - Miscellaneous Metal Work
02900 - Substructures
02945 - Sodding
03100 - Cast-in-Place Concrete Formwork
03200 - Concrete Reinforcement
03251 - Joints in Concrete Paving
03300 - Cast-in-Place Concrete
18000 - Substructure General Requirements
18045 - Underground Fiber Optic Cable Installation
18046 - Aerial Fiber Optic Cable Installation
18048 - Labeling of Fiber Optic Cable
18049 - Testing and Acceptance
18050 - Inside Plant Fiber Optic Cabling
18075 - Basic Conduits and Methods
18108 - Anchoring and Guying

(100-101) Trench Dirt

(per linear ft)

Unit consists of all labor, material and equipment required to open a trench in natural ground with machine trencher. Unit includes potholing existing substructures, excavation, shoring, dewatering, backfill (native backfill only) compaction, surface restoration (dirt or gravel only), and removal and disposal of all spoils from the site. Other backfill and surface materials such as sand, slurry, concrete, asphalt, decorative rock, bark or brick are covered under other units and are not a part of this unit. The installation of Owner-furnished conduit, duct, marker ribbon, etc., in the trench is covered under other units and is not a part of this unit. The minimum depth of cover over the installed facilities will be as indicated on the construction drawings to a maximum depth of 40 or 60 inches.

SECTION 17100

UNIT PRICING LIST DEFINITIONS

(110-112) Trench Manual

(per linear ft)

Unit is the same as trench dirt except that the trench excavation is done manually (pick/shovel method). The purpose of this section is that manual trenching requires a greater degree of care than can be afforded with a machine trencher. Manual trenching therefore is expected to be executed with caution so as to avoid direct contact with, and subsequent damage to, other substructures. Additionally manual trenching may also be required where machine trenching may not be feasible.

Unit includes potholing existing substructures, excavation, shoring, dewatering, backfill (native backfill only) compaction, surface restoration (dirt or gravel only), and removal and disposal of all spoils from the site. Other backfill and surface materials such as sand, slurry, concrete, asphalt, decorative rock, bark or brick are covered under other units and are not a part of this unit. The installation of Owner-furnished conduit, duct, marker ribbon, etc., in the trench is covered under other units and is not a part of this unit. The minimum depth of cover over the installed facilities will be as indicated on the construction drawings to a maximum depth of 30, 40 or 48 inches.

(120-121) Place Owner-furnished Conduit or Duct in Trench (per trench ft)

Unit consists of all labor, material and equipment required to install Owner-furnished conduit or duct, including standard radius bends and sweeps, of the size, type and quantity shown on the construction drawings in an open trench.

Unit includes bedding in the trench, placement of the facility into the trench, placement of the facility into manholes and handholes where specified, shading, placement of Owner-furnished marker tape and duct plugs. All ducts shall be proved free of obstructions by passing a mandrel. One (1) calibrated mule tape (1000 lb minimum tensile strength) pull-line shall be installed in all ducts, secured and ready for cable installation. Each end of mule tape will include fifteen (15) feet of slack length. The mule tape must pull easily by hand between each end point without difficulty.

Where required, additional conduits requiring vertical stacking will use the conduit spacers specified in SVP Underground Standard UG1000, Section Substructures – UG 0340 Conduit Spacers.

Unit also includes all Contractor-furnished couplings, spacers, adapters, fittings, solvent, cement and accessories to connect conduit to designated facilities at each end of trench.

Trenching, backfilling, compaction, encasement and surface removal and restoration are covered under other units and are not included in this unit.

(200-225) Conventional/Directional Bore

(per ft)

Unit consists of all labor, material and equipment required to furnish and install conduits and ducts by conventional or directional bores of varying lengths and diameters (Directional Bore material to be provided by Contractor, Conventional Bore conduit will be provided by Owner). Unit includes potholing and location of existing substructures or utilities and all preparation, excavation, shoring, dewatering, backfilling, compaction and surface restoration (dirt, gravel) of bore and receive pits. Surface restoration other than dirt or gravel is covered under other units and is not a part of this unit. Unit also includes

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all remaining installation of the specified facilities and accessories to connect conduit to designated facilities at each end of trench and proving, roping and plugging of all installed facilities.

If the Contractor chooses to bore additional footage for its convenience, the additional bore footage will be paid for at the price of the construction method specified for the adjacent area, if that price is less.

(240) Core Bore (each)

Unit consists of all labor, material and equipment required to bore through manhole walls, building and structure walls, footings, foundations, concrete floors, etc. with mechanical drilling apparatus. Unit includes the placement of bell ends, adapters or suitable termination device and restoration of the core bored item with concrete grout or approved sealant and final cleanup.

(300) Place Owner-furnished locate wire into Unoccupied Duct (per ft)

Unit consists of all labor, material and equipment required to install a single, continuous, unspliced Owner-furnished #12 insulated stranded copper wire between hand accessible locations and secured with slack length as shown on the construction sheets.

(301) Place Owner-furnished Maxcell into Unoccupied Duct (per ft)

Unit consists of all labor, material and equipment required to install Owner-furnished Maxcell into un-occupied duct as shown on the construction sheets.

(302-304) Place Owner-furnished Flexible Innerduct in Conduit (per ft)

Install up-to-four (4) new Owner-furnished innerduct in existing conduit. Unit includes locating, exposing, opening handholes or manholes, or junction boxes, proving, rodding, roping and pugging all ducts, innerducts, etc., pulling, racking, coiling innerduct.

(310) Place up to 1" Owner-Furnished Fiber Optic Cable into Buildings (per ft)

Install one new, 1" Owner-furnished Fiber Optic cable, into building conduit and systems. Installation includes all labor required to place the cable from point-to-point (splice point or termination point). This includes pulling the cable into conduit or duct, racking it in maintenance holes and termination rooms. This unit also includes, placing cable on ladder racking and into wall-mounted cabinets.

(311-312) Place Owner-furnished fiber cable (up-to 1") into Un-occupied Duct, Innerduct, Casing, or Maxcell (per ft)

Unit consists of all labor, material and equipment required to install the Owner-furnished fiber cable in un-occupied duct, innerduct, casing or Maxcell as shown on the construction sheets. Unit includes locating, exposing, opening handholes or manholes, proving, rodding, roping and plugging all ducts, innerducts, etc., pulling, racking or coiling cable or innerduct, capping cable ends and placing cable identification tags.

(320) Remove up to 1" Non-Working Fiber from Fiber Cable Plant (per ft)

Remove one cable from any underground duct, aerial run, or within buildings and all of its support structures. Turn over used cable to SVP for disposition. Support structures to be removed include but are not limited to messengers, lashing wire, pole attachment

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hardware, D rings, etc. Removal of down guys, anchors and poles is not included in this unit.

(350) Install Owner-furnished 19 inch, 46U standard two-post floor mount rack (each)

Unit consists of all labor, material and equipment required to furnish and install one new standard two-post floor mounted rack, including all materials required for bolting to floor and top bracing to meet Seismic Zone 4 Standards and provide connection to existing building communication ground.

(351-352) Install Owner-furnished Single Mode Fiber Optic Patch Panel (each)

Unit consists of all labor, material and equipment required to install one Owner-furnished fiber optic patch panel ready for optical testing. Installation includes but is not limited to, the required mounting components, splice trays, FOC connectors, bulkhead connectors, and adapter plates. Installation includes routing and terminating the FOC cable, mounting panel in a rack, bonding, grounding and labeling. Installation also includes one-way testing from the terminated panel connectors using the requirements specified in SECTION 018049, Paragraph 3.02, A) OTDR TESTS and Paragraph 3.03, A) SPLICE LOSS TESTS. Testing results shall be provided to the Engineer. Negative testing results shall be corrected by the Contractor.

(400-401) Install Owner-furnished Precast Primary Manholes (each)

Unit consists of all labor, material and equipment required to install one (1) Owner-furnished new precast Primary Manhole, as described in SVP UG1000 rev5, equipped with racks, pull irons, duct terminators on four sides, frame and cover, any grade rings, and duct plugs. Base preparation includes 6 inches of $\frac{3}{4}$ " base rock. Unit includes excavation, potholing existing substructures, shoring, dewatering, backfill, compaction, setting and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during manhole installation.

(402-403) Install Owner-furnished Precast Pullboxes (each)

Unit consists of all labor, material and equipment required to install one (1) Owner-furnished new precast Pullbox, as described in SVP UG1000 rev 5, equipped with racks, pull irons, duct terminators on four sides, frame and cover, any grade rings, and duct plugs. Base preparation includes 6 inches of $\frac{3}{4}$ " base rock. Unit includes excavation, potholing existing substructures, shoring, dewatering, backfill, compaction, setting and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during manhole installation.

(404-407) Install Owner-furnished Spliceboxes (each)

Unit consists of all labor, material and equipment required to install one new Owner-furnished precast splicebox capable of supporting pedestrian traffic. At times, the handhole will be placed over existing conduit, sometimes referred to as "inter-set handhole". The splicebox shall be installed by excavating the ground and placing it on 6 inches of $\frac{3}{4}$ " drain rock base and $\frac{1}{2}$ " nominal wire mesh screen. When the placing operation has been completed, the excavated area shall be back-filled with materials approved for back-filling. This material, consists of earth, loam, sandy clay, sand and

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gravel, and soft shale free from large clumps of earth. All surfaces shall be restored to their original condition. Unit includes potholing existing substructures, excavation, base preparation, shoring, dewatering, setting, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during splicebox installation.

(408-409) Install Transformer Pad

(each)

This unit consists of all labor, material and equipment required to construct one single-phase transformer pad per the applicable section of the SVP UG1000 rev5.

Unit includes potholing existing substructures, excavation, base preparation, shoring, dewatering, setting, backfill, compaction (as specified up to 95%) and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during transformer pad installation.

(410-411) Install Guard Pipe

(each)

This unit consists of all labor, material and equipment required to construct one guard pipe per the applicable section of the SVP UG1000 rev5.

Unit includes potholing existing substructures, excavation, base preparation, shoring, dewatering, setting, backfill, compaction (as specified up to 95%) and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during guard pipe installation.

(412) Install Street Light Foundation

(each)

This unit consists of all labor, material and equipment required to construct one street light foundation per the applicable section of the SVP UG1000 rev5.

Unit includes potholing existing substructures, excavation, base preparation, shoring, dewatering, setting, backfill, compaction (as specified up to 95%) and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during street light foundation installation.

(500) Concrete Encasement

(per yd)

Unit is used to concrete encase an underground facility: pipe, duct, conduit, etc., in an open trench. This unit consists of a minimum of 3" separation between conduits, 3" separation between the sidewalls and trench bottom, and 3" of cover over the top conduit.

Where required, concrete encasement will follow the specifications in SVP Underground Standard UG1000, Section Substructures – UG 0345 Electric Trench Backfill.

(501-502) Slurry Backfill

(per yd) Unit is used

when slurry backfill is required in an open trench when mandated by permitting authorities, or where proper compaction is not readily achievable with native spoils. This unit consists of all labor, material and equipment required to furnish and place slurry backfill to the depth as indicated on the construction drawings.

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Where required, slurry backfill will follow the specifications in SVP Underground Standard UG1000, Section Substructures – UG 0345 Electric Trench Backfill.

(503-504) Sand Backfill (per yd) Unit is used to shade conduit or cable with imported sand in an open trench prior to final backfill. This unit consists of all labor, material and equipment required to furnish and install sand backfill to the depth as indicated on the construction drawings.

Where required, sand backfill will follow the specifications in SVP Underground Standard UG1000, Section Substructures – UG 0345 Electric Trench Backfill.

(505-506) Imported Backfill (per yd) Unit is used as final backfill or to shade conduit with any type of imported backfill other than sand or slurry in an open trench. Unit consists of all labor, material and equipment required to furnish and install imported backfill to the depth as indicated on the construction drawings.

(510-511) Concrete Removal and Restoration (per sq. ft.) Unit consists of all labor, material and equipment required to remove and restore one square foot of concrete. Thickness of concrete will be as shown on the construction drawings. Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation, forms, wire, rebar, pouring, compacting, finishing and edging the new concrete surface and final cleanup.

(512-513) Asphalt Removal and Restoration (per sq. ft.) Unit consists of all labor, material and equipment required to remove and restore one square foot of asphalt and aggregate base. Thickness of asphalt and aggregate will be as shown on the construction drawings. Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation laying, rolling and compacting, replacement of delineators, striping and final cleanup.

(514-515) Asphalt Over Concrete Removal and Restoration (per sq.ft) Unit is the same as asphalt R&R and includes removal and replacement of concrete under the asphalt surface. Thickness of concrete will be as shown on the construction drawings.

(520-523) Surface Restoration (per sq. ft) Unit consists of all labor, material and equipment required to remove and restore seeded, planted, sodded, decorative rock, decorative bark or brick surfaces. Unit includes ground preparation, top soils, mulch, planting, seeding, re-sodding and all fertilizers, chemicals and watering to promote initial growth.

Minimum Sod specifications as required in Document 02945 - Sodding
Minimum Brick specifications are interlocking pavers, 2-3" thick
Minimum Decorative Rock specifications are 1.5 x 0.75" round river rock
Minimum Decorative Bark specifications are 1-3" Fir bark nuggets

(710-711) Anchor/Auxiliary Anchor Eye (each) Unit consists of all labor, material and equipment required to furnish and install one (1) complete anchor, rod assembly as shown on the detail drawings and required in

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DOCUMENT 18108 Anchoring and Guying. This unit includes all required USA locate coordination.

(712-713) Guy (each)
Unit consists of all labor, material and equipment required to furnish and install a 10M down guy or sidewalk guy complete with struts, guy guard and insulator as shown on the detail drawings and required in Document 18108 Anchoring and Guying.

(715) Furnish and install 1.25" self-supporting messengered optic duct, (MOD) equipped with mule tape (per lin. ft.)
Furnish and install, one new, 1.25" Aerial messengered optic duct (MOD) rated for aerial installation and any hardware required to install the MOD conduit to a pole or structure. Mule tape shall be marked in feet.

(716) Furnish and install 2" self-supporting messengered optic duct (MOD) equipped with mule tape (per lin. ft.)
Furnish and install, one new, 2" Aerial messengered optic duct (MOD) rated for aerial installation and any hardware required to install the MOD conduit to a pole or structure. Mule tape shall be marked in feet.

(717) Place Aerial Squirrel Guard 1' to 2" Street Side (per lin. ft.)
Furnish and install one new 1" - 2" Aerial poly vinyl chloride (PVC) Squirrel Guard rated for aerial installation on Street Side. Unit shall include all materials required, such as hangars, zip ties, connectors, etc. required to hang and/or place the unit aerially to the SVP fiber optic cable plant.

(718) Place Aerial Squirrel Guard 1' to 2" Utility Easement (per lin. ft.)
Furnish and install one new 1" - 2" Aerial Polyvinyl Chloride (PVC) Squirrel Guard rated for aerial installation within Utility Easements on private property. Unit shall include all materials required, such as hangars, zip ties, connectors, etc. required to hang and/or place the unit aerially to the SVP fiber optic cable plant.

(719) Remove Squirrel guard (per lin. ft.)
Unit consists of all labor and materials and equipment required to remove existing 1" to 2" Aerial PVC Squirrel Guard from Street Side and/or within Utility Easements as needed from overhead/aerial fiber optic cable plant.

(720) Fiber Optic Riser (each)
Unit consists of all labor, material and equipment required to furnish and install the riser as shown on the detail drawings. The unit is used when transitioning from aerial to U.G. or U.G. to aerial applications. The fiber optic cable, dead ends and handholes are included in other units and are not a part of this unit.

(723) Fiber Optic Slack Storage – Strand or Cable Mounted (each)
Unit consists of all labor, material and equipment required to install the unit as shown on the detailed drawings. The deadends and fiber optic cable are included in other units. Material shall be will be Owner-furnished Preformed Line Products Fiberlign Cable Storage Systems In-Span Storage with Non-Metallic Storage Racks for ADSS.

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(736) Extra High Strength Steel Strand – 6.6M (per lin. ft)

Unit consists of all labor, material and equipment required to furnish and install strand on existing poles per drawings provided. Includes all associated attachment hardware (deadends, clamps, crossovers, etc.) as well as transporting, stringing, tensioning and sagging the strand in accordance with sag and tension specifications provided by the owner.

(740-741) Install ADSS Fiber Optic Cable (per aerial lin. ft)

Unit consists of all labor, material and equipment required to install Owner-furnished ADSS fiber optic cable on existing poles and vertical distances and loops required at slack and splice points. Unit does not include splice closures, storage, spoilers, and dampers.

Unit includes transporting, stringing, tensioning and sagging the cable in accordance with manufacturers and/or owner's sag and tension specifications.

All ADSS pole attachment hardware, Preformed FIBERLIGN hardware for ADSS, will be furnished by Owner.

(750) Lash Fiber Optic Cable or Duct to Strand (per lin. ft)

Unit consists of all labor, material and equipment required to double lash an Owner-furnished cable or duct to a new or existing support strand. The strand is not included in this unit. Unit includes support straps, spacers, lashing wire and terminations.

(751) Overlash Fiber Optic Cable or Duct (per lin. ft)

Unit consists of all labor, material and equipment including all support hardware required to overlash an Owner-furnished cable or duct to an existing aerial cable.

(752) Multiple Strand Bond (each)

Unit consists of all labor, material and equipment required to bond new or existing multiple strands together on new or existing poles. Multiple strand bonds will be used where strands cross each other on a pole or at approximately ¼ mile intervals and ends of parallel strands. Material shall include #6 solid copper ground wire, grounding connectors and staples as required.

(753) Pole Ground (each)

Unit consists of all labor, material and equipment required to furnish and install one (1) pole ground assembly on new or existing poles. Unit is used to ground a new or existing strand and includes #6 solid copper ground wire, 2" galvanized staples @ 12" spacing, bonding clip w/nut, split bot connector for #6 copperwire, 5/8" rod to #6 copper ground rod connector and 5/8"x8' copper clad ground rod.

(760) Cross Arm (each)

Unit consists of all labor, material and equipment required to install one (1) Owner-furnished cross arm, braces and associated hardware. Material includes one (1) wood cross arm 3 ½" x 5" x 48", braces w/hardware, flat and curved washers as required, 5/8" machine bolt-length as required, 5/8" nut and M.F. locknut, and bonding clip 5/8" w/nut.

(761) Guard Arm Placement or Relocate (each)

Unit consists of all labor, material and equipment required to install one (1) Owner-

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supplied guard arm. Materials include one wooden guard arm, one gain plate, one guard arm brace, and carriage bolt, appropriate nuts and washers, and 5/8" machine bolt.

(762) Double Guard Arm Placement or Relocate (each)

Unit consists of all labor, material and equipment required to install one (1 pair) of Owner-supplied double guard arms. Materials include two wooden guard arms, two gain plates, two guard arm braces, two carriage bolts and appropriate nuts and washers, and one 5/8" double arming bolt.

(763) Guard Arm Removal (each)

Unit consists of all labor, material and equipment required to repair, relocate or remove one (1) guard arm. Materials include Owner-furnished gain plate, guard arm brace, appropriate carriage bolt washers, nuts and 5/8" machine bolt if necessary.

(764) Double Guard Arm Removal (each)

Unit consists of all labor, material and equipment required to relocate or remove one pair of double guard arms. Materials include Owner-furnished gain plates, guard arm braces, appropriate washers, nuts and 5/8" machine bolt if necessary.

(765) Aerial Wreck-Out (Rear Easement) (each)

Unit consists of all labor, material and equipment to remove or detach the communication facility from existing rear easement or non-bucket accessible poles. Unit includes disposal of all materials removed from pole and job site

(766) Aerial Wreck-Out (Street Easement) (each)

Unit consists of all labor, material and equipment to remove or detach the communication facility from existing street accessible or bucket accessible poles. Unit includes disposal of all materials removed from pole and job site.

(800-806) Aerial Plant Rearrangements (each)

Unit consists of all labor, material and equipment required to rearrange, raise, lower, relocate, detach and re-attach the communication facility on existing poles.

(901-910) Individual Labor Positions

Please fill out every Daily and Hourly rate for each labor and equipment classification line item.

Unit consists of time worked by Contractor's crews and as authorized and approved in writing by the City in advance of the required work.

(912) Crew, 2-Man Substructure installation

Unit consists of one 2-man crew as described, during Straight Time hours, all equipment and tools in full working condition and includes all fuel, maintenance, power, connections and consumables. Vehicle, equipment and tools are to be operated by an appropriately skilled and trained representative of the Contractor and will be responsible for the each item at all times. Substructure materials (conduit and boxes, etc.) will be supplied by Owner.

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The Unit consists of all costs applicable only to the time and usage approved in writing in advance by SVP.

2-man Crew makeup:

One Foreman Underground

One Laborer

One Utility Truck with tools

One Air Compressor

One Mini Excavator

One 930 Loader

One small Reel Trailer

Concrete/Asphalt cutting tools

Vibrating Tamper – 100 lb

Barricades

Dump Trailer

Compactor

(913) Crew, 4-Man Substructure installation

Unit consists of one 4-man crew as described below, during Straight Time hours, all equipment and tools in full working condition and includes all fuel, maintenance, power, connections and consumables. Vehicle, equipment and tools are to be operated by an appropriately skilled and trained representative of the Contractor and will be responsible for the each item at all times. Substructure materials (conduit and boxes, etc.) will be supplied by Owner.

The Unit consists of all costs applicable only to the time and usage approved in writing in advance by SVP.

4-man Crew makeup:

One Foreman Underground

One Equipment Operator

One Truck Driver

One Laborer

One Utility Truck with tools

One 1 Ton Pickup

One Six Wheel Dump Truck

One Air Compressor

One Mini Excavator

One 930 Loader

One Pipe Trailer

One small Reel Trailer

Concrete/Asphalt cutting tools

One 48" Vibratory Roller

One Vibrating Tamper – 100 lb

One Arrow Board

Set of Barricades

One Dump Trailer

One Compactor

(930-942) Vehicles

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UNIT PRICING LIST DEFINITIONS

Unit consists of one vehicle as described, in full working condition and includes all fuel, maintenance, consumables. Vehicle is to be operated by an appropriately skilled and trained representative of the Contractor and will be responsible for the Vehicle at all times. The Unit consists of all costs applicable only to the time and usage approved in writing in advance by SVP.

(950-969) Equipment

Unit consists of one piece of equipment as described, in full working condition and includes all fuel, maintenance, consumables. Equipment is to be operated by an appropriately skilled and trained representative of the Contractor and will be responsible for the Equipment at all times. The Unit consists of all costs applicable only to the time and usage approved in writing in advance by SVP.

(980-984) Accessories

Unit consists of one accessory item as described, in full working condition and includes all fuel, maintenance, power, connections and consumables. Each accessory item is to be operated by an appropriately skilled and trained representative of the Contractor and will be responsible for the accessory item at all times. The Unit consists of all costs applicable only to the time and usage approved in writing in advance by SVP.

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SECTION 17100
UNIT PRICING LIST DEFINITIONS

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SECTION 18000

SUBSTRUCTURE GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

The Contractor shall install electric utility substructure, aerial fiber optic cable plant and fiber optic infrastructure to facilitate installation of electric utility cable and equipment for the City of Santa Clara, Silicon Valley Power (City).

1.2 CONTRACT DRAWINGS

- A. The intent of the contract drawings is to establish the type of system and functions, not to set forth each item essential to the functioning of the system. The drawings are generally diagrammatic and show approximate location and extent of the work. In case of doubt of work intended, it is the responsibility of the Contractor to request instructions from the City. The Contractor shall be responsible for installing a continuous, useable electric utility substructure and fiber optic cable infrastructure plant. Contractor shall review all drawings before commencing work. Where discrepancies occur, Contractor shall immediately notify the City.
- B. The quantities and methods of work described herein are intended to determine the minimum level and quantity of work intended to be performed by the Contractor. Should the instructions, descriptions, methods, or directions herein conflict in any manner with the directions or methods set forth by the Manufacturer of a particular component or item, the stricter or more stringent requirement or method, or that which provides the greater protection of the cable, component, or personnel, shall prevail. At no point shall the quantities, methods, or quality of work provided fail to meet these minimum levels as set forth herein. All manufacturers and part numbers shown may be interpreted to describe a level of quality and not to eliminate other products of equivalent quality. All product lists shown shall inherently include "or approved equivalent."

1.3 REFERENCE STANDARDS

- A. NFPA 70-1999 National Fire Protection Association Electrical Code.
- B. ANSI C2-1996 American National Standards Institute.
- C. GENERAL ORDER No. 95 - PUC of the STATE OF CALIFORNIA.
- D. GENERAL ORDER No. 128 - PUC of the STATE OF CALIFORNIA.
- E. Electronic Industries Association.

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SUBSTRUCTURE GENERAL REQUIREMENTS

- F. Institute of Electrical and Electronic Engineers.
- G. The Uniform Mechanical Code.
- H. ASTM E 814 Methods of Fire Tests of Through-Penetration Fire Stops.
- I. UL 1479 Fire Tests of Through-Penetration Firestops.
- J. UL Building Materials Directory; Through-Penetration Firestops Systems, and Fill.
- K. ASTM E 136 Test Method for Behavior of Materials in a Vertical Tube Furnace @ 750 degrees C.
- L. Uniform Building Code (UBC).
- M. Standard Building Code (SBC).
- N. NFPA 101 - Life Safety Code.
- O. NFPA 258 - Standard Test Method for Measuring Smoke Generated by Solid Materials.
- P. United States Department of Agriculture Rural Utilities Service (RUS) 7 CFR 1755.900
- Q. City of Santa Clara Engineering Standard UG 1000 Revision #5

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

SECTION 18045

UNDERGROUND FIBER OPTIC CABLE INSTALLATION

PART 1 -- GENERAL

1.1 WORK INCLUDED

- A. This section covers the installation of all-dielectric fiber optic cable in existing underground conduit, innerduct, and pull-boxes. The fiber optic cable will be supplied by the Owner in various reel sizes accommodating more than one (1) cable segment. The segment lengths have been determined based upon the distance between node locations, including allowances for racking of cable slack in all pullboxes. The Contractor shall install various configurations of all-dielectric underground fiber optic cable in existing conduit, innerduct, and pull-boxes. Pull-tape is present in existing conduits, innerduct, and pull-boxes unless indicated otherwise indicated in the Contract Drawings. The Owner will provide all data relating to reel configuration.
- B. Fiber optic cable shall be run continuously without splices, except for splice and slack storage points as noted on the Contract Drawings. Contractor must insure that existing tracer wire and innerduct is suitably secured to prevent damage to the fiber cable, and to keep the wire and innerduct from compressing or being pulled out of the conduit during pulling operations. Where tracer wire is not present Contractor shall furnish and install tracer wire with the fiber optic cable installation.
- C. In some cases, fiber optic cable will be pulled in along side existing copper wire cables or newly required Owner-provided copper wire cables, as indicated on the Contract Drawings. It is the responsibility of the Contractor to prevent damage to, and assure proper installation of, both cable types. Contractor will coordinate all work with copper wire cable with Owner to facilitate operation of Owner's facilities.

1.2 SUBMITTALS – PULLING PLAN

- A. Prior to installation, the Contractor shall develop a Pulling Plan proposing pull points, directions, and equipment to be used during installation. Conduit lengths and bends shall be included in the Pulling Plan. The Pulling Plan shall be submitted to the Owner for approval prior to the start of installation. All calculations used in developing the plan shall be included with the documentation.

SECTION 18045

UNDERGROUND FIBER OPTIC CABLE INSTALLATION

1.03 REEL INSPECTION

- A. Contractor must physically inspect the Owner-provided cable and reel for damage. City shall provide OTDR traces for Owner-furnished cable on request of Contractor. Contractor may elect to perform their own testing prior to accepting cable. All fibers in a cable shall be tested. OTDR traces shall be recorded in both directions on each strand at 1310 and 1550 nanometers. These traces shall set forth the baseline performance for each segment of cable, and shall be utilized during acceptance testing to determine the quality and workmanship of the installed cable.
- B. Before un-reeling, the outside of each cable reel shall be carefully inspected and protruding nails, fastenings, or other objects which might damage the cable shall be removed. A thorough visual inspection for flaws, breaks, or abrasions in the cable sheath shall be made as the cable leaves the reel, and the pulling speed shall be slow enough to permit this inspection. Significant damage to the sheath or the finish of the cable shall be sufficient cause for rejecting the cable. Cable damaged in any way during the installation shall be replaced by the Contractor at no cost to the Owner.

PART 2 – PRODUCTS

2.1 OWNER-FURNISHED PRODUCTS

- A. The Owner will provide all all-dielectric cable to be used for the underground portions of the Backbone and Service Drop fiber optic communications cable plant. This cable is to be placed as designated on the plans and in the specifications to allow the Owner to implement a high-speed telecommunications backbone.
- B. All other materials and equipment, and installation of same, needed to complete the system described in the plans and specifications shall be provided by the Contractor, unless Owner, at its discretion, designates to provide the materials, equipment, or installation.

SECTION 18045

UNDERGROUND FIBER OPTIC CABLE INSTALLATION

PART 3 – EXECUTION

3.1 UNDERGROUND CABLE-HANDLING

- A. All cable handling and storage shall be performed in strict accordance with the manufacturer's recommendation. Cable shall be supported at all times during handling, without short bends or excessive sags, and shall not be permitted to lie on the floor or ground without suitable protection.

3.2 UNDERGROUND CABLE-INSTALLATION

- A. A suitable pulling lubricant, consistent with the cable manufacturer's recommendations, shall be used when pulling in cables. The Contractor shall ensure that the pulling lubricant is not injurious to the cable. After the cable has been pulled, the exposed cable shall be wiped clean of lubricant with a cloth. All cables not terminated immediately after pulling shall have their ends sealed.
- B. During installation, care shall be taken not to bend the cable excessively. Tension in the cable or the innerduct during installation shall not exceed the manufacturer's specification for tensile loading. Pulling tension shall be continuously monitored and recorded during installation. Fiber cable shall be pulled in a steady continuous manner. The minimum bending radius of the cable shall not be exceeded. Fiber optic cable shall be installed in continuous lengths without intermediate splices. Adequate communications must be established and maintained between the cable feeding location, the pulling equipment, and all manned intermediate manholes during all pulling operations. The cable installation personnel shall be experienced with specific knowledge of the cable manufacturer's recommended procedures, and as a minimum shall conduct their work to conform to the following:
 - 1. The fiber optic cable strength elements shall be properly attached to a 600 pound breakaway swivel using Kellums pulling grips.
 - 2. Cable tensile limits and tension monitoring devices shall not exceed cable pull tension and bend limits.
 - 3. All cable shall be constantly lubricated during the pulling procedures.
- C. When power equipment is used to install fiber optic cables, low speeds shall be used so that a rate of 30 meters per minute is not exceeded. The tensile and bending limitation for fiber optic cables shall not be exceeded under any circumstances. Large diameter wheels, pulling sheaves, and cable guides shall be used to maintain the specified bending radius. Tension monitoring shall be accomplished using commercial dynamometers or load-cell instruments. All equipment shall

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UNDERGROUND FIBER OPTIC CABLE INSTALLATION

be designed to prevent a preset pulling tension from being exceeded. The pulling tension set-point shall be determined by the fiber optic cable manufacturer. If during the pulling operation excessive tension is detected, operations shall cease and the construction manager shall be notified. All conduits shall have a lubricant applied at each conduit ingress location and during the pull operation. Lubricant shall be Polywater Type 5, or approved equivalent.

- D. Fiber optic cable shall be installed using a hydraulic capstan or winch equipped with a recording running line item dynamometer graph which measures and records pulling tensions.
- E. All pulls shall be documented by a graph that shall be annotated with the following information:
 - 1. Reel number.
 - 2. Station from and station to.
 - 3. Date and time.
 - 4. Explanations for abnormalities in readings or interruptions.
 - 5. Sign-off by Contractor and Owner.
 - 6. Under no condition shall the fiber optic cable be left exposed or unattended.
- F. Set up the pull manhole with a snatch block or cable sheave so the winch line exits the main duct in a straight line. Secure the innerduct with temporary ties so it will not creep out of the main duct as the cable is pulled. The end of the innerduct must be at least twelve (12) inches from the snatch block or sheave. The innerduct will stretch during cable placing and will catch in the snatch block or sheave if the distance between the innerduct end and the block or sheave is too short.
- G. Cables shall be pulled slowly and steadily. Cable pull shall not be stopped once the pull is started unless it is absolutely necessary. Cable shall be trained into the conduit in a manner that will prevent its dragging on the edge of the conduit mouth. Cables shall not cross each other when cables are pulled in the conduit.
- H. If the entry and exit ducts are offset by a ratio greater than 3/10 (e.g., a three-foot offset between entry and exit ducts in a manhole 10 feet long), sheaves must be rigged in the manhole. Use sheaves (or blocks) with a diameter of at least twelve (12) inches. Cut off the ends of the innerduct

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to provide ample clearance, consistent with racking requirements, between innerduct ends and the sheaves. The sheaves must be tied in position because pulling tensions usually are not sufficient to stabilize the sheaves. The innerduct must be secured to prevent creeping.

- I. When the pulling eye reaches the pull manhole, or any intermediate manhole where blocks or sheaves have been used, stop the pull before the pulling eye reaches the snatch block or sheave. The flexible pulling-eye assembly must not be pulled over any block or sheave regardless of sheave diameter. The fiber cable may be pulled over a sheave with a 12-inch or larger diameter.
- J. Racking should begin in the pull manhole and proceed manhole by manhole to the feed manhole. The preferred methods of obtaining racking slack are by hand with intermediate assist where necessary or by luffing with a split cable grip pulled by the winch line in the pull manhole or a chain hoist in intermediate manholes.
- K. After the cables are installed, they shall be racked and spare conduits sealed. A minimum of forty (40) feet of fiber optic cable shall be stored at each end of each splice. Cables shall be loosely secured in racked position with tie-wraps or equal. Imprinted plastic-coated cloth identification and warning tags shall be securely attached to the cables in at least two (2) locations in each handhole or pullbox. All coiled cable shall be suitably protected to prevent damage to the cable and fibers. Racking shall include securing cables to brackets and racking hardware that extends from the side walls of panel. When all cables at each handhole are securely racked, unused conduits and void areas around conduit containing cables shall be sealed using Semco compound or similar material. Contractor shall install tie wraps using a tension-controlling cutting device. Tie wraps and other securing hardware shall be rated as required for the installation environment.

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UNDERGROUND FIBER OPTIC CABLE INSTALLATION

- L. The terminated ducts should be sealed to:
1. Reduce pumping time during rodding, cable placing, and cable splicing operations.
 2. Reduce the danger of contamination from gasoline, oil, sewer waste, etc.
 3. Eliminate the danger of explosion from the flow of gas through the conduit system.
 4. Prevent the silting of ducts.
- M. Duct seals shall be made with rubber conduit plugs, Waterplug, or B Duct Sealer depending upon existing conditions. Rubber conduit plugs are the preferred choice.
- N. If the cable must be unreeled during installation, Contractor shall use the "figure-eight" configuration to prevent kinking or twisting. Fiber optic cable shall not be coiled in a continuous direction except for lengths of 30 meters (100 ft) or less. The size of the "figure-eight" shall be a minimum of 4.5 m (15 ft) in length, with each loop about 1.5 m (5 ft) to 2.4 m (8 ft) in diameter. When "figure-eighting" long lengths of cable, Contractor shall take steps to relieve pressure on the cable at the crossover of the eight by placing cardboard shims at the crossover, or by forming a second "figure eight."
- O. Contractor shall be responsible for receiving and cutting of Owner-supplied cables based upon splice points designated in the Contract Drawings and the Contractor's anticipated in-line splices required based upon calculated pulling tensions, as provided in the Contractor's pulling plan. The latter in-line splices, referred to above, are to be kept to the minimum required to facilitate the fiber optic cable installation. These additional splice points, as identified in the pulling plan, must be approved by the Owner. During construction, the Contractor shall not cut the cable under any circumstance, which deviates, from the approved cable-pulling plan without consulting the Owner.
- P. If the cable is laid on the pavement/ground during installation, Contractor shall provide protection under the cable to eliminate the possibility of sheath damage. Contractor shall provide barricades or other means of preventing vehicular or pedestrian traffic in the area.

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UNDERGROUND FIBER OPTIC CABLE INSTALLATION

3.3 SLACK STORAGE

- A. Each pullbox or manhole shall have a minimum of one hundred (100) feet of slack or spare backbone fiber optic cable coiled and securely stored in hangers in the manhole. The coil should be racked in a location where it will not be subjected to damage, preferably on the manhole wall behind in-place cables. Place the coil in its racked position and adjust the size of the loops in the coil. Do not reduce the size of the loops. If the length beyond the coil is too short, remove one or more loops from the coil and then enlarge the coil to absorb any excess. Tie the coil securely in place, although not to the point of compressing the cable sheath, with plastic cable ties. The fiber optic cables passing through pull boxes and manholes shall be arranged to afford maximum clearance between the several cable types within the box.

END OF SECTION

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UNDERGROUND FIBER OPTIC CABLE INSTALLATION

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SECTION 18046

AERIAL FIBER OPTIC CABLE INSTALLATION

PART 1 -- GENERAL

1.1 WORK INCLUDED

- A. All ADSS single mode aerial cable will be furnished by the Owner and is intended to be installed on existing poles using mounting hardware set forth in the contract drawings and specifications. The Owner will complete all make-ready preparation work requiring Qualified Electrical Workers. If the Contractor at any time determines that additional Qualified Electrical Worker make-ready work is required on any structure, it is Contractor's responsibility to immediately notify the Owner in a timely fashion so as not to impact the overall installation schedule. The Contractor shall provide all communication grade fiber cable installation labor, hardware, equipment, and tools required for the installation of the ADSS cable as specified in the Contract Drawings.
- B. The installation of the aerial fiber optical cable shall conform to the Rules for Overhead Electric Line Construction, GENERAL ORDER No. 95, prescribed by the PUBLIC UTILITIES COMMISSION of the STATE OF CALIFORNIA.
- C. Information regarding maximum span, NESC Loading, cable outside diameter, weight, installation sag, loaded vertical sag, loaded horizontal sag, loaded tension, maximum installation tension and sag and tension tables will be provided by the Owner to the Contractor at the time of delivery.
- D. Pole attachment, guying and any other construction required to support the fiber optic cable installation under this contract is shown in the pole table at the end of this section.
- E. The work shall also include all permits, materials and equipment required to install the aerial cable and meet all applicable codes and standards, including the requirements of the City of Santa Clara Street Department, the Santa Clara County Water District, and other State and local agencies as applicable.

1.2 SUBMITTALS – PULLING PLAN

- A. Prior to installation, the Contractor shall develop a Pulling Plan proposing pull points, directions, and equipment to be used during installation. Conduit lengths and bends shall be included in the Pulling Plan. The Pulling Plan shall be submitted to the Owner for

approval prior to the start of installation. All calculations used in developing the plan shall be included with the documentation.

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1.3 REEL INSPECTION

- A. Contractor shall be responsible for pick up and delivery of the cable from the Owner's yard. Upon receipt of the fiber optic cable, the cable and reel shall be visibly inspected for physical damage. City shall provide OTDR traces for Owner-furnished cable on request of Contractor. Contractor may elect to perform their own testing prior to accepting cable. Fiber cables not meeting the specified losses shall not be installed. All fibers in a cable shall be tested. OTDR traces shall be recorded in both directions on each strand at 1310, 1385 and 1550 nanometers. These traces shall set forth the baseline performance for each segment of cable, and shall be utilized during acceptance testing to determine the quality and workmanship of the installed cable.
- B. Before un-reeling, the outside of each cable reel shall be carefully inspected and protruding nails, fastenings, or other objects which might damage the cable shall be removed. A thorough visual inspection for flaws, breaks, or abrasions in the cable sheath shall be made as the cable leaves the reel, and the pulling speed shall be slow enough to permit this inspection. Significant damage to the sheath or the finish of the cable shall be sufficient cause for rejecting the cable. Cable damaged in any way during the installation shall be replaced by the Contractor at no cost to the Owner.

1.4 ROUTE SURVEY

- A. A route survey shall be conducted by the Contractor to and review the installation as provided by the City. The Contractor shall determine the most effective method of installation during the route survey. Deviations from straight, horizontal, or grade changes shall be noted to enable ordering of appropriate hardware. The route survey shall indicate if route clearing is necessary. The Owner shall provide routing clearing where necessary on this project. Should the Contractor, at any time, determine that additional clearing work is required, it is the responsibility of the Contractor to notify the Owner in a timely manner so as to not affect the over project installation schedule.
- B. Recommended locations for splices and maintenance slack cable installations have been indicated on the drawings. However, if the Contractor determines during the route survey that a better location is available, Contractor shall provide this information to the Owner for discussion and resolution. Splices will be located in a position that will minimize the number of turns in each section which will facilitate cable installation and at a point which will be easily accessible for maintenance and splicing purposes thereby minimizing the amount of slack cable required.

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AERIAL FIBER OPTIC CABLE INSTALLATION

- C. The Contractor will also review any observed tree trimming requirements with the Owner as a result of the survey. All tree trimming requirements will be identified as to the specific work and the agencies in either permitting or access to the applicable sections of work involved. City will provide all tree trimming services.

PART 2 – PRODUCTS

2.1 OWNER FURNISHED PRODUCTS

- A. The Owner will provide All Dielectric Self-Supporting (ADSS) cable to be installed in the aerial portion of the Backbone and Service Drop fiber optic communication cable plant. This cable is to be placed as designated on the plans and in the specifications to allow the Owner to implement a high-speed telecommunications backbone.
- B. Contractor shall provide all other materials and equipment, and installation of same, needed to provide the complete operable telecommunication system described in the plans and specifications. Owner will provide all ADSS mounting hardware and, at its discretion, if it designates to provide other materials for installation.

2.2 AERIAL SYSTEM HARDWARE

- A. Tangent supports shall be the Alcoa-Fujikura ATGN, Dulmison or equivalent. These supports shall be used for line angles from 0 to 22 degrees which occur as a result of changes in direction or elevation. Suitable Alcoa-Fujikura type AFL Formed Wire Suspension ASU series, Dulmison or equivalent, formed units shall be substituted for dead ends for line angles from 22 to 30 degrees, which occur as a result in changes in direction or elevation. Tangent clamps may be installed as a fixed attachment or as a suspension attachment. Line angles greater than 30 degrees require double dead-ending of the fiber optic cable. All pole attachment hardware and its components shall be designated for use with ADSS fiber optic cable of the size shown in the Contract Drawings.
- B. Cable shall be looped back using suitable slack storage units (Vikimatic 2116-SSPTB or equal).
- C. Downlead cushion kits supplied by Dulmison and the Preformed Line Products shall be installed to provide strain relief for the cable as it exits the dead end assembly when making the transition from aerial to underground. Cable guards are required at poles where contact between the cable and the pole is likely.

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- D. Bolts: Pole through-bolts must be of proper length. Any lengths shown on the Drawings are for maximum conditions. Bolt lengths shall be selected to provide a minimum of 1/2" but not more than 2 1/2", of exposed threaded end after final installation. Bolts shall not be cut to meet this requirement or for any other reason.
- E. Locknuts: An M-F Type locknut shall be installed with each nut, eyenut, or other fastener on all bolts or threaded hardware such as insulator pins and studs, upset bolts, double arming bolts, etc. Palnuts shall not be used.
- F. Hardware shall be thoroughly tightened and secured. Nuts shall be tightened until structure members are snug. Installation torque shall be:

<u>Bolt Size</u>	<u>Min. Torque</u>	<u>Max Torque</u>
5/8 in.	70 ft.-lb.	85 ft.-lb.
3/4 in.	125 ft.-lb.	150 ft.-lb.
7/8 in.	200 ft.-lb.	

PART 3 -- EXECUTION

3.1 CABLE HANDLING

- A. All cable handling and storage shall be performed in strict accordance with the manufacturer's recommendation. Cable shall be supported at all times during handling, without short bends or excessive sags, and shall not be permitted to lie on the floor or ground without suitable protection.

3.2 SPECIAL EQUIPMENT REQUIREMENTS

- A. Contractor shall provide Bucket trucks, suitable tools and all necessary communications equipment required for pulling activities. In addition, special equipment required to pull fiber optic ADSS cable shall be provided by the contractor as needed.
- B. The sheave (wheel) diameter of the cable stringing blocks shall be determined by the minimum bending radius of the fiber optic cable. Suitable, large wheel diameter stringing blocks shall be used by the Contractor to pull all cables through angles. Mid-span blocks are required to support the cable over all roadways and obstructions. Situations which require the use of radius maintaining devices include when cable is placed on blocks, sheaves, or quadrant blocks and at all bends in the cable route.

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- D. The pulling rope to be used must be as long as the installation run if the cable is to be installed in one continuous section. Kevlar ropes shall be used to prevent stretching of the pull rope during pulling operations. A suitable Kellums type pulling grip shall be used to secure the pulling rope to the cable. A take-up machine shall be used to pull the rope with the cable attached through the stringing blocks. The take up machine shall have tension and speed controls to ensure proper installation. A pay-off machine shall be used to pay off cable during installation. The pay-off machine should possess an automatic or manual braking device to prevent the cable from running free. A dynamometer shall be used to monitor cable tension during sagging operation, once the cable has been installed. Chain hoists or winching devices shall be used to sag cable at the appropriate tension between dead-end locations.

3.3 CABLE INSTALLATION

- A. Contractor shall secure the proper size stringing block on the pole at an attachment height relative to grade changes. When large diameter stringing blocks are placed (i.e. > 16" in diameter), Contractor must secure the block in such a way that it remains parallel to the ground during cable placement to prevent the block from excessive movement during cable placement, which will prevent the cable from riding up or "jumping" out of the groove of the stringing block.
- B. Contractor shall place the reel payoff at a distance from the pole equal to at least twice the attachment height of the pole to maintain the minimum bend radius of the cable at the stringing block location on the pole. Contractor must insure that the cable is paying off the top of the reel. Contractor shall attach the pulling grip and swivel to the fiber optic cable using standard attachment procedure. Contractor shall check the cable reel flanges for any obstructions that may interfere with the cable payoff. Contractor shall pull the cable at a speed of no more than 40 meters per minute (130 ft. per minute) and ensure that the brake at the payoff reel is engaged to maintain adequate back tension and prevent the cable from running free. The Contractor shall follow the cable installation to monitor the back tension and pulling speed while maintaining constant communication between the payoff and the take up point. Once the pull is started, Contractor shall maintain constant and steady pull until the installation is completed.
- C. At the completion of stringing a cable run and while securing the cable with the appropriate hardware, Contractor shall ensure that enough slack is available at the splice and termination points by allowing a minimum of 40 ft. of excess cable from both directions at the splice point.
- E. Before cutting the strand at a dead-end location, Contractor shall apply three (3) turns of vinyl tape around the strand and cable to prevent the weight of the unsupported cable from tearing the web. Contractor shall

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AERIAL FIBER OPTIC CABLE INSTALLATION

use temporary guys at any location where self-supporting cable is tensioned to avoid placing any unbalanced load on the pole.

- E. The Contractor shall insure that pulling operations are performed according to the following guidelines:
1. The distance of the cable reel from the first pole should be approximately two (2) times the height of the pole attachment from the ground.
 2. The cable should pay off the top of the reel.
 3. The cable reel should be as near in line with the pole line as possible.
 4. The cable reel should be located at the end of the pull farthest from a sharp corner so that a minimum amount of cable is pulled around the corner.
 5. The pulling truck should be set up at the opposite end of the pull from the cable reel trailer.
 6. The distance of the pulling truck from the last pole should be at least three (3) times the height of the pole attachment from the ground, where possible.
 7. The spool of the power reel (or drum of the winch) should be as nearly in line with the pole line as possible.
 8. Whenever practical, the truck should be faced in the direction of the cable reel to provide an unobstructed view of the section of pull.
 9. The work area shall be guarded with traffic warning devices and the truck and cable reel shall be positioned to provide the least possible obstruction to traffic.

3.4 SAGGING AND TENSIONING

- A. A Tensiometer shall be used to obtain the proper tension (in pounds). The Tensiometer is placed in series with the chain hoist and B Strand Puller, so the cable tension can be read directly from the scale on the Tensiometer as the cable is being sagged. The sag should be observed in selected spans to be sure cable tension is relatively equal over the length of the cable being tensioned.

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AERIAL FIBER OPTIC CABLE INSTALLATION

- B. Cable must be tensioned or sagged from dead end points only. Sagging or tensioning through stringing blocks for line angles >20 degrees or >30 degrees (depending upon hardware selected) where dead ends are used is permitted providing the minimum cable bend radius is not exceeded. Only the dead end on the side of the corner opposite from the direction that the cable is being tensioned may be assembled. Once that assembly has been completed and secured to the pole, the tension on the opposite side should be released to allow for cable slack in the corner for proper cable configuration. Once the tension has been released, the stringing block may be removed. Once the stringing block has been removed, the remaining dead-end can be assembled on the cable.
- C. Once the installation of the cable has been completed, Contractor shall secure the start cable end to the structure with the dead-end assembly. Contractor must make sure that sufficient slack has been provided at both ends to access a splice point or a conduit system. At the end of the installation route and between the end pole and the pulling device, Contractor shall attach a dead-end assembly to the cable that will be used for sagging the cable into the proper position throughout the installation route. Contractor shall allow a sufficient distance between the end pole and the pulling device to maintain the minimum bend radius of the cable at the stringing block at the end pole location.
- D. Contractor shall determine the governing span and the installation temperature. From information provided by the Cable Manufacturer concerning span lengths, cable weight and the installation temperature, Contractor must refer to the appropriate sag and tension tables to determine the sags based on the governing tension. The NESC loading category for this plant installation is California Medium.
- E. The number of line angles exceeding 20 or 30 degrees, (depending upon the hardware selected) in an installation run plus one shall determine the number of times that the cable shall be tensioned. Two dead-end assemblies shall be placed at each pole where a turn exceeding 20 or 30 degrees (depending on hardware) is encountered. Enough cable slack shall be provided so that the cable assumes a gentle and uniform curvature between the clamps without contacting any obstructions.
- F. Contractor shall decrease the determined stringing tension by 50 pounds for each line angle greater than 20 degrees and less than or equal to 30 degrees in a given tensioning span where hardware other than the deadend grips are being utilized.
- F. Contractor must repeat the tensioning procedure for each location requiring deadend assemblies until the entire installation run is complete. When the desired sag and tension for each deadend

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location is completed for the entire cable length, secure the cable at each intermediate pole location with the appropriate hardware based on changes in direction or elevation.

3.6 SLACK STORAGE

- A. At each location indicated for slack storage, Contractor shall install dead-ends on each side of the crossarm and extend the cable a minimum of 50 feet in each direction along the line. Cable shall be looped back using suitable slack storage units to maintain minimum bend radius protection and overlashing it to the tensioned cable.

END OF SECTION

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TESTING AND ACCEPTANCE

PART 1 -- GENERAL

1.1 SECTION INCLUDES

This section includes requirements for testing, inspection, acceptance and documentation related to placement and commissioning of the fiber optic communication cable plant and related devices and equipment.

1.2 GENERAL

- A. The Contractor shall provide all necessary equipment for performing the required acceptance tests. The Contractor shall display appropriate calibration data and verify the authenticity and expiration date of the correct calibration of all test equipment used. Manufacturer's reel certification test results shall be made available at the site for comparison to the pre-installation measurements for Contractor acceptance of Owner-supplied cable. Based upon acceptance of the cable, the Contractor assumes responsibility for the ultimate performance of the fiber optic communications network.
- B. Contractor shall perform pre-installation and post-installation fiber optic cable tests. The Engineer shall be notified a minimum of 15 days in advance so that these tests are witnessed. All test equipment shall be certified traceable to NIST standards. All Optical Time Domain Reflectometer (OTDR) test results should be submitted in both printed and electronic formats.

1.3 PUBLICATION AND STANDARDS

In addition to those publications and standards identified in Section 18000, the following documents apply to the work specifically addressed under this section.

- A. EIA/TIA 607 - Commercial Building Grounding and Bonding Requirements for Telecommunications
- B. EIA - 310-D - Cabinets, Racks, Panels, and Associated Equipment
- C. EIA/TIA-455-57A - Optical Fiber End Preparation and Examination
- D. EIA/TIA 455-59 - Measurement of Fiber Point Defects Using An OTDR
- E. EIA/TIA 455-60 - Measurement of Fiber or Cable Length Using An OTDR
- F. EIA/TIA 455-61 - Measurement of Fiber or Cable Attenuation Using An OTDR

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TESTING AND ACCEPTANCE

- G. EIA/TIA 455-95 - Absolute Optical Power Test for Optical Fibers and Cables

1.4 SUBMITTALS

The following materials shall be submitted and approved by a certified senior engineer prior to the start of cable testing:

- A. A list of test equipment which will be used by the Contractor during the course of the cable testing.
- B. The manufacturer's specification sheets for each item of test equipment.
- C. A valid calibration certification for each test instrument to be used.
- D. The proposed testing sequence, expected duration and scheduled date proposed for testing.
- E. Blank copies of the test forms proposed.
- F. Notification to the Engineer of any special requirements in manpower, operating conditions, etc. that need action on the part of the Owner for the test to take place.
- G. A list of personnel who will conduct the fiber testing and a summary of their qualifications.

2.0 PRODUCTS

Not Used

3.0 EXECUTION

3.1 PRE-INSTALLTION TESTING (REEL TEST)

This test will be used by the Owner to determine irregularities and their location caused from manufacture, handling, or shipping of the fiber optic cable such as discontinuities and micro-bends. This test will be used to determine if replacement of cable is required. This test will also be used for baseline purposes to compare the performance of the fiber optic cable on the reel to its installed performance. Discrepancies, irregularities, and sections of increased attenuation or discontinuities in the installed fiber will be compared to the baseline test to determine origination of and responsibility for any identified problems in the installed cable.

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TESTING AND ACCEPTANCE

A. OTDR TEST

The fiber optic continuity and length of each fiber shall be measured with an OTDR and compared with manufacturer supplied OTDR traces.

1. Each fiber shall be measured from both ends. An OTDR trace shall be required for each measurement. Measurements shall be made at both the 1310 nanometer, and 1550 nanometer wavelengths. To be accepted, each fiber shall show on the OTDR trace as a continuous span free from transmission anomalies.
2. The Contractor will compare the trace with the Manufacturer's OTDR trace made prior to shipment. Contractor will provide electronic and hard copy OTDR data to Engineer as required in this document. If any significant differences are detected, Contractor will document all detectable anomalies and provide this data to the Engineer.

- B. If the Engineer has determined that the cable has not passed the acceptance criteria, Owner shall arrange to have the cable returned to the Manufacturer for replacement.

3.2 POST-INSTALLATION TESTING (PRE-SPLICE TEST))

Contractor shall conduct all Post-installation tests prior to splicing the subject cable at any location as described in the following paragraphs:

A. OTDR TESTS

Contractor will test each fiber with an OTDR on each installed cable section between cable ends after cutting the cable to final length. OTDR Tests shall use GNNetest CMA 4000 or approved equivalent.

1. The fiber optic continuity and length of each fiber shall be measured with an OTDR after they have been installed. Each fiber shall be measured from both ends. An OTDR trace is required for each measurement. Measurements shall be made at the 1310 and 1550 nanometer wavelengths.
2. To be accepted, each fiber shall show on the OTDR trace as a continuous span free from transmission anomalies. The trace shall be compared with all of the applicable Manufacturer's OTDR traces made prior to shipment and with the Contractor's traces prior to installation.
3. If the actual trace of the installed cable shows discrepancies or loss exceeding the acceptable criteria as indicated in Section

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TESTING AND ACCEPTANCE

3.04, work shall be halted and the Contractor and the Engineer shall mutually arrange a suitable correction for the situation such that all acceptance criteria can be met. All actions required to correct the situation, including complete replacement of the cable, will be the responsibility of the Contractor.

B. EXCESS FIBER COEFFICIENT TEST

The Contractor shall perform an excess fiber coefficient measurement as part of the OTDR Post-Installation cable testing.

1. The following procedure shall be performed from both ends of the installed fiber:
 - a. After cutting the cable to final length and prior to stripping the cable for splicing the meter marks shall be recorded for the purpose of determining the physical cable length.
 - b. The fiber Index of Refraction (IOR) shall be recorded from the cable data submitted by the Manufacturer.
 - c. With the OTDR set to the proper IOR, record the OTDR fiber length.
 - d. Calculate the excess fiber coefficient (EFC) according to the following formula: $EFC = OTDR \text{ length} / \text{Sheath length}$
2. Documentation for the EFC test shall be submitted. The test report shall include:
 - a. All EFC data and calculations
 - b. Test date
 - c. The make, model, serial number and last certification date of the test equipment used during testing
 - d. Cable id and location
 - e. The signature of the test personnel and all witnesses.

3.3 FINAL TESTING (POST-SPLICE/TERMINATION)

A. SPLICING LOSS TESTS

Each splice loss for each assembly shall be tested and documented during cable termination. The documentation for this testing shall be submitted as part of this test procedure. Measurements shall be made at

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the 1310 and 1550 nanometer wavelengths. No splice loss shall be greater than 0.05 dB, averaged bi-directionally.

1. Completed test sheets shall be submitted as part of the test report on the splice loss measurement. The sheets shall include the following:
 - a. Test date, make, model, serial number and certification date of the test equipment.
 - b. Fiber ID
 - c. Location
 - d. Wavelength
 - e. Splice Loss in each direction and averaged
 - f. The name and signature of the splicer.

B. INSERTION LOSS TESTING

An end-to-end (including all connectors, splices, and jumpers) attenuation test shall be performed on all fiber strands by power meter tests using a calibrated light source. Testing shall be performed at 1310 and 1550 nanometers. Power Meter Tests shall use GNNetest GN-6025/6250 or approved equivalent.

1. This shall be accomplished by Insertion Loss Testing to include the connector losses. Testing shall be in accordance with EIA-455-53.
2. The insertion loss shall be measured for each fiber and from both ends of the cable plant. The test shall use a stabilized light source and an optical power meter. The test shall require the establishment of a reference power receive level measured with a piece of patch cord and connectors of the same types used on the full cable. Care should be taken to provide an exact match of connectors and mating hardware used in the reference measurement so that the same setup losses are reproduced when measuring the full cable. Do not turn off the laser source at any time during the testing. Make sure all connectors are properly cleaned. Proceed with the measurements as follows:
 - a. Measure and record the reference transmitted power level.
 - b. Measure and record the actual received power level of each fiber and record the results.
 - c. Record the measurements at both wavelengths. Reverse the source and the optical power meter and repeat the measurements.

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- d. The measured insertion loss shall be no greater than the loss calculated in the formula below:

$$IL = 2(L_s) + 2(L_c) + (L_a)(\text{Length})$$

Where: IL = Insertion loss, L_s = Splice losses at the pigtails (maximum 0.05 dB),
 L_c = Connector face loss (maximum 0.6 dB), L_a = Manufacturer's cable attenuation (dB/km) Length = Fiber length (km)

3. Overall link performance for each fiber shall be determined using a calibrated power meter and tested in both directions. Proper setup procedures must be used, including recording of reference jumper losses and maintaining jumper connectivity to source and meter throughout the test. Clear documentation of the test results shall be maintained, including date, time, location, and tester.
4. Any link attenuation found to exceed the calculated maximum allowable loss, tested in either direction, shall be deemed a failed test. Individual splice and connector testing shall be performed with a calibrated OTDR to confirm prior test results. Proper test procedures must be used, including selection of display scales, pulse width, cursor placement, entry of near-end and far-end test locations and strand under test, etc. Consistent settings are required for each test location/direction to allow reasonable comparison of the traces recorded. Due to the influence of "upstream" events on the readings obtained for "downstream" events, bi-directional OTDR readings of individual event losses should be averaged to obtain the "actual" loss for the event. Readings indicating a bad connector (low launch level and jagged trace) shall be verified by re-testing after thorough cleaning of the jumper cable and connector face.
5. Events with loss deemed by the Engineer as worthy of further investigation shall be correlated with the record drawings to determine whether the event occurs at a splice point, a drop cable attachment point, an aerial to underground transition, remote from any splice or drop point, etc. Correlation with other fiber events within the same cable segment may provide additional information on the location or nature of the attenuation event, and will allow greater coordination of repair or retest effort. Field investigation may be required to determine actual event location environment.
- C. After the completion of the tests performed under this section, a copy of all documentation shall be submitted on magnetic media in addition to the hard copy reports bound as specified.

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TESTING AND ACCEPTANCE

3.04 TEST ACCEPTANCE CRITERIA

- A. The cable installation shall not be considered acceptable if any of the criteria in the cable testing, as described in this document, are not met. Testing requirements are summarized, but not limited to the following:
1. All splices shall have loss no greater than 0.05 dB. Splice loss shall be defined as the average of the measured losses in each direction.
 2. OTDR tests at both 1310 and 1550 nanometers indicate complete fiber continuity.
 3. OTDR traces show no signs of abnormal characteristics when compared to the traces performed by the manufacturer prior to shipment.
 4. The measured insertion losses at both wavelengths and in both directions do not exceed the maximum values calculated as described above.
- C. Pursuant to successfully completing the cable tests described above, the cable installation shall be subject to a physical inspection to verify the remaining Owner and Manufacturer specification requirements have been met. If any requirements are not met, the Contractor shall take immediate steps to identify the cause of the condition. The Contractor shall notify the Engineer in writing of its nature and provide a description of the proposed method or procedure to rectify the problem. This notification is required within seven working days after the conclusion of the testing.

3.5 INSPECTION

- A. The Contractor shall perform a pre-inspection walk-through of the entire cabling system, and correct all discrepancies, inconsistencies, and non-conforming incidents prior to notifying the Engineer of completion and readiness for inspection. Should, during the Engineer's inspection, a large number of discrepancies or irregularities be noted, the inspection shall be terminated at once and shall recommence upon notification of actual readiness. Should the installed cabling system, upon second inspection, appear in the Engineer's sole discretion unready for final inspection, the Contractor shall be responsible for the cost of this and all subsequent inspections, until such time as the installation is deemed, at the Engineer's sole discretion, ready for inspection.
- B. After the completion of installation and testing, the Engineer's walkthrough shall be performed to verify the contract items not addressed

SECTION 18049

TESTING AND ACCEPTANCE

by the fiber testing. The walkthrough will be conducted by the Engineer in the presence of the Contractor and the Owner's representatives. The inspection shall be performed at a time agreeable to all parties. The final inspection checklist will include, but not be limited to, the following:

1. Fiber splices shall be neatly organized and sealed in splice trays.
 2. All unused connectors shall be capped and undamaged.
 3. All cabling shall be organized without kinks or damage with no excessive bending per Manufacturer specifications.
 4. The specified amount of coiled cable shall be present at the splice locations on poles, and in pullboxes and manholes.
 5. All unused cable shall be delivered to the Owner on the original reels. All empty reels shall also be returned in good condition.
 6. All cables shall be properly marked and identified. Complete directories shall be documented and copies installed in each fiber cabinet.
 7. The exact location of all splice points shall be documented so that they can be incorporated into the final design plans.
- C. Discrepancies found during the inspection of the fiber installation will be listed and provided to the Contractor in the form of a punch list. The Contractor shall correct all punch list items at no increase in Contract time or Contract cost. The Contractor shall inform the Engineer and the Owner's representative upon completion of the punch list items. If the remedial actions are shown to be acceptable, cable testing shall be considered complete. The Owner's approval of the fiber optic cable installation shall not relieve the Contractor of any specification requirement in this or any other section.

3.6 TEST AND INSPECTION REPORTS

- A. Copies of Contractor's inspection and test results shall be transmitted to the Engineer for review. All test data shall be submitted in a neat manner on 8.5 x 11 paper and placed in a 3-ring binder. Internally subdivide the binder contents with permanent page dividers, logically organized, with tab titling clearly machine-printed under reinforced laminated plastic tabs with an index.
- B. A report containing the OTDR test results for the cable reels delivered to the site shall be transmitted to the Engineer prior to installation. Prior to the acceptance of the fiber optic cable plant by the Owner, the completed fiber optic cabling system, including splices, terminations, and

SECTION 18049

TESTING AND ACCEPTANCE

connections shall be tested. Prior to the test, the Contractor shall submit the test procedures indicating all equipment to be used, the test procedures to be followed, and blank data sheets for the test information to be recorded. Data sheets shall include sections for all required information. Any assumptions to be used in evaluating the test results shall be defined in the test procedure.

- D. Documentation for the fiber continuity and length tests shall be submitted for each fiber as tested from both ends. The documentation shall include the following:
1. All OTDR traces in both electronic (on CD-ROM for detailed analysis purposes) and printed format.
 2. Test date
 3. The make, model, serial numbers and last certification date of the test equipment used during the test.
 4. Valid certification documentation of calibration of each of the above test devices.
 5. Fiber identification and locations.
 6. Wavelength of test.
 7. Acceptability of all cables (i.e., pass/fail) and a summary of all traces using proper test parameters to show all splice and termination locations electronically on the OTDR trace.
 8. A summary of any and all corrective actions taken to pass the final or previous tests.
 9. The legible printed name and signature of each of the Contractor's test personnel and all witnesses.
- D. Subsequent to the field testing of the fiber optic cable, the Contractor shall submit a report detailing the results of the test. The report shall also specifically indicate any sections of the cable, which failed the test and recommend remedial actions. Remedial work required as a result of failed tests shall result in no increase to the Contract price.
- E. Individual splice test results, which are performed as each individual splice is made, shall be included in the above test report.

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TESTING AND ACCEPTANCE

3.07 FINAL SUBMITTALS

- A. Test results shall be submitted to the Engineer within one (1) week of the completion of the test, unless otherwise specified. A copy of all submittals shall also be forwarded to the Owner. The Contractor shall not proceed with any work until the successful review of the submittals has been completed. Submittals with insufficient data will be rejected and costs for re-testing and/or proper documentation preparation shall be borne solely by the Contractor. Failed tests shall be reported to the Engineer immediately. All submissions shall be of sufficient detail to indicate that the Contract specifications have been met.
- B. Submittals shall include the following in addition to the results of each test performed:
1. Vendor information in the form of data sheets, catalog information, and specifications shall be provided for all equipment and materials utilized by the Contractor under this Contract.
 2. Test location and description including Box number, physical address, cables present whether or not tested, dates present at the location, personnel present for testing including all witnesses, Engineer and/or Owner representatives by name and Company affiliation.
 3. Description of test being performed including cable and fiber identifications and whether the test is a new test or a retest for certification and by whom requested.
 4. Test plans for all required field tests.
- C. Where deviations are made from the drawings and/or specifications, the transmittal sheet shall indicate clearly that a substitution is being proposed. The Contractor is responsible for checking all submittals for accuracy and completeness prior to submission.
- D. Provide two (2) copies of the test data and test reports to Engineer. Provide loose leaf binder to Owner with two (2) copies of all test results, cable schedules, routing lists. Prepare binder cover with printed title "Electric Utility Substructures and Aerial Fiber Optic Cable Master Construction Agreement". Internally subdivide the binder contents with permanent page dividers, logically organized, with tab titling clearly printed under reinforced laminated plastic tabs. Provide information on cable locations and label documentation.

END OF SECTION

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INSIDE PLANT FIBER OPTIC CABLING

PART 1 -- GENERAL

1.1 GENERAL

- A. The Contractor will be required to complete inside plant work at various sites throughout the City. The extent of work involved at each location shall be delineated in the Call Orders. This work shall generally involve the following tasks:
1. Installing suitable fiber optic termination shelves in existing or Owner-furnished 19 inch racks. Front Facing Fiber Distribution Racks may also be installed by the Contractor under this specification.
 2. Installation of corrugated innerduct on overhead cable trays or other suitable supports from the building cable entry point to within twelve (12) inches of the location of the fiber optic termination shelves.
 3. Pulling the fiber optic cable into the facility and terminating required strands at the location of the fiber termination shelves into Owner-furnished fiber optic path panels. Fiber through-strands not terminating at the facility will be spliced and coiled in the organizer tray
 4. Sealing all conduit openings with suitable firestop material.
 5. Installing suitable Owner-furnished fiber optic jumpers to complete network continuity.
 6. Marking and documenting all installations.

PART 2 -- PRODUCTS

2.1 FIBER DISTRIBUTION FRAMES AND EQUIPMENT RACKS

- A. Fiber Optic Distribution Frames will be Owner-furnished two-post frames and installed by the Contractor using floor anchors and overhead supports to adjoin walls and/or racking structures to meet Zone 4 standards. Contractor will provide all materials required to fully secure the rack in position according to the drawings.

2.2 FIBER OPTIC TERMINATION SHELVES

- A. Termination shelves are to be Owner-furnished and installed by the Contractor. Owner-furnished patch panels are ADC FL2000 series and use separate termination and splice panels with pigtailed for splicing to the

SECTION 18050

INSIDE PLANT FIBER OPTIC CABLING

building cable. Contractor is responsible for all splicing equipment, preparation and consumables to complete and test the fiber terminations.

2.3 FIRESTOP MATERIAL

A. Firestopping shall be a material, or combination of materials, to retain the integrity of time-rated construction by maintaining an effective barrier against the spread of flame, smoke, and gases. Firestopping materials shall be asbestos free and capable of maintaining an effective barrier against flame, smoke, and gasses in compliance with requirements of ASTM E 814, and UL 1479. The rating of the firestops shall in no case less than the rating of the time-rated floor or wall assembly. It shall be used in specific locations as follows:

1. Duct, cables, conduit, piping, and cable tray penetrations through floor slab and through time-rated partitions or fire walls.
2. Openings between floor slab and curtain walls, including inside hollow curtain walls at the floor slab.
3. Penetrations of vertical service shafts.
4. Openings and penetrations in time-rated partitions of fire walls containing fire doors.
5. Locations where specifically shown on the drawings or where specified in other sections of the project manual.

PART 3 -- EXECUTION

3.1 FIBER OPTIC TERMINATION SHELVES

A. Incoming fibers shall either be terminated with SC-type connectors, or shall be spliced to SC-type connector pigtails. Termination of fibers shall introduce no more than 0.4dB of attenuation into the fiber. Spliced fibers shall be mounted on standard splice trays, which shall be secured within termination shelves or in separate rack-mounted splice shelves. Strain-relief mechanisms shall be provided within the shelves to alleviate potential stress induced in the incoming fiber through splicing and termination.

3.2 FIRESTOP MATERIAL

A. Contractor shall seal all holes or voids made by penetrations to ensure an effective smoke barrier. Contractor shall examine firestopped areas to ensure proper installation prior to concealing or enclosing firestopped

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INSIDE PLANT FIBER OPTIC CABLING

areas. Areas of work shall remain accessible until inspection (and approval) by the applicable code authorities

- B. Firestopping used must conform to an approved UL-listed firestopping system, and specific application of system components as set forth in an approved installation diagram. All system components, as well as specific UL-approved installation configuration diagram must be submitted prior to Contractor beginning any installation of cable, conduit, or other material.

END OF SECTION

SECTION 18050
INSIDE PLANT FIBER OPTIC CABLING

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SECTION 18075

BASIC CONDUITS AND METHODS

PART 1 -- GENERAL

1.1 SECTION INCLUDES

- A. This Section covers furnishing and installing above ground conduit specified herein as components and miscellaneous material items.

1.2 COORDINATION OF WORK

- A. Coordinate construction activities with the work of other trades on the site in a manner that will result in the least interference with the Owner's operations and other contractors and utility companies working at the site, and in the interfacing and connection of the separate elements of the overall Call work.

PART 2 -- PRODUCTS

2.1 GENERAL

- A. All material and equipment specified herein shall be UL-listed or approved and UL-labeled according to the requirements of applicable NEC articles.

2.2 CONTRACTOR-FURNISHED EQUIPMENT AND MATERIAL

- A. Above ground conduit
 1. Acceptable Manufacturers: Allied Tube and Conduit; Anaconda Industries; Appleton Electric; Belden Corporation; Carlon; Crouse-Hinds Co.; General Cable Co.; General Electric Co.; Harvey Hubbell, Inc.; Midland-Ross Corporation; O-Z/Gedney.
 2. Rigid Galvanized Steel Conduit: Furnish rigid hot dipped galvanized steel conduit, including grounding bushings, couplings, expansion couplings, elbows, nipples, and other fittings, galvanized by hot-dipping, electroplating, sherardizing, or metalizing process and meeting the requirements of ANSI C80.1, ANSI C80.4, UL Standard 6, and NEC Article 346. Do not use set screw type couplings, bushings, elbows, nipples, and other fittings.
 3. Flexible Metal Conduit, Liquid Tight: Furnish UL listed liquid-tight flexible metal conduit consisting of galvanized steel flexible conduit covered with an extruded PVC jacket and terminated with nylon bushings or bushings with steel or malleable iron body and insulated throat and sealing O-ring. Furnish with standard liquid tight fittings.

SECTION 18075

BASIC CONDUITS AND METHODS

B. Conduit Fittings

1. Acceptable Manufacturers: Allied Tube and Conduit; Anaconda Industries; Appleton Electric; Belden Corporation; Carlon; Crouse-Hinds Co.; General Cable Co.; General Electric Co.; Harvey Hubbell, Inc.; Midland-Ross Corporation; O-Z/Gedney.
2. Fittings for Rigid Galvanized Steel Conduit:
 - a. Fittings shall be threaded hot dipped galvanized steel, threadless compression hot dipped galvanized steel, or threadless compression cadmium plated malleable iron. Fittings shall be rain tight/concrete tight.
 - b. Furnish insulated throat bushings of metal with integral plastic bushings rated for 105oC. For insulated throat bushings furnish Thomas & Betts nylon insulated Metallic Bushings, or O-Z/Gedney Type B.
 - c. Furnish Myers Scru-Tite hubs.
 - d. Furnish only couplings supplied by the conduit manufacturer.
 - e. Furnish Appleton Type EYF, EYM, or ESU; Crouse-Hinds Type EYS or EZS; or Killark Type EY or EYS, sealing fitting. Where condensation may collect on top of a seal, provide a drain by using Appleton Type SF or Crouse-Hinds EYD or EZD Drain Seal.
 - f. Furnish Appleton Type ECDB or Crouse-Hinds ECD drain fittings.
3. Fittings for Rigid Non-Metallic Conduit: Furnish PVC fittings suited for the purpose. Join rigid nonmetallic conduit sections together by a method approved for the purpose. Schedule 80 conduit sections may be joined together with threaded connectors.
4. Fittings for Liquid-Tight Flexible Metal Conduit: Fittings shall be zinc plated steel or cadmium plated malleable iron screw type with insulated throat and angular wedge fitting between convolutions of conduit. Furnish connectors rated for 105oC, and of the long design type extending outside of the box or other device at least 2 inches. Furnish Thomas & Betts Super-Tite Nylon Insulated Connectors, or equal.
5. Conduit Seals: Furnish cable sealing fittings forming a watertight non-slip connection to pass cords and cables into conduit. Size cable sealing fittings for the conductor OD. For conductors with OD of 1/2 inch or less, provide a neoprene bushing where the conductor enters the connector. Furnish Crouse-Hinds CGBS, Appleton CG Series, or equal.

SECTION 18075

BASIC CONDUITS AND METHODS

PART 3 -- EXECUTION

3.1 GENERAL

- A. Install materials and equipment in a workmanlike manner utilizing craftsmen skilled in their particular trade. Provide work that has a neat and finished appearance. Carry out work in accordance with CPUC GO 128 unless otherwise specified.
- B. Cap conduit runs during construction with manufactured seals.
- C. Remove all materials such as studs, conduits, and wires as directed in the Call Order. Remove or cut off concealed or embedded conduit, boxes, or other materials and equipment to a point at least flush with the final finished surface as directed in the Call Order.

3.2 INSTALLATION

- A. Above ground conduit
 - a. Locate conduit raceways at least twelve (12) inches away from parallel runs of heated piping for other utility systems.
 - b. Run concealed conduit with a minimum of bends.
 - c. Make changes in direction of runs with symmetrical bends or cast metal fittings. Make bends and offsets of the longest practical radius. Do not heat metal conduits to facilitate bending. All conduit elbows shall be rigid galvanized steel.
 - d. Use factory made elbows for all bends 30 degrees or larger.
 - e. P&C Conduit: Solvent weld conduit joints with solvent recommended by the conduit manufacturer. Follow manufacturer's solvent welding instructions and provide watertight joints. Use acceptable terminal adapters when joining P&C conduit to rigid metal conduit.
 - f. Clean conduit system by wire rat brush and mandrel.
 - g. Layout and install conduit with sufficient clearance to permit proper equipment installation.
 - h. Install rigid metal conduit in all above grade locations.
 - i. Install type EB conduit in all concrete encased locations.

SECTION 18075

BASIC CONDUITS AND METHODS

2. Conduit shall be sealed or plugged at both ends with conduit seals where portions of an interior raceway system are exposed to widely different temperatures, e.g., circulation of air from a warmer to a cooler section through the raceway shall be prevented by conduit seals.

END OF SECTION

SECTION 18108

ANCHORING AND GUYING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. This Section covers the specific requirements for furnishing and installing guying and anchoring assemblies for support and stabilization of overhead power distribution line structures.

1.2 RELATED SECTIONS

- A. SECTION 02200 - EARTHWORK

1.3 SUBMITTALS

- A. The following specific requirements are in addition to any general requirements for submittals specified in Section 00700 of these Contract Documents.
- B. Submit the manufacturer's standard descriptive data for each type of product being provided. Mark the data for the specific product being provided with an identifying mark or arrow.
- C. Along with request for Final Payment, submit three (3) copies of completed Anchor Installation Log to ENGINEER showing anchor type, extension (length and quantity), and torque measured at insertion intervals of one (1) foot.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Unless otherwise indicated on the Drawings, all guying hardware shall be made of malleable iron or forged steel, hot-dip galvanized per ASTM A 153.
- B. Acceptable Producers: A. B. Chance, Joslyn, Dixie Electric, Preformed Products, Florida Wire and Cable, Continental Electric, Hughes Brothers.

2.2 GUY WIRE

- A. Unless otherwise indicated on the Drawings, guy wire shall be seven (7) strand, galvanized steel Utility Grade.
- B. Guy wire shall be manufactured in accordance with the requirements of ASTM A 475 - Standard Specifications for Zinc Coated Steel Wire Strand.
- C. Guy wire shall be 3/8", 7 strand, 11,500 Lbs. RTS, utility grade.

SECTION 18108

ANCHORING AND GUYING

- D. Direction of lay for outer layer of guy wire shall be left-hand.

2.3 ANCHORS

- A. Anchors shall be either power installed screw anchors (PISA) type consisting of a single 10" helix or locking anchor type (Manta). The single helix lead section shall be installed with a 7' rod and a thimbleye, twineye, or tripeye nut. PISA type anchors shall be Chance Catalog No. P024478 or equal. The Manta shall be installed with conventional hydraulic/pneumatic equipment to a depth to achieve the required load.
- B. All PISA anchors shall be installed to the minimum torque of 4,000 ft.-lb. Additional rod extensions may be required to reach the required torque. Manta anchors shall be installed and proof loaded to a minimum of 12,000lbs
- C. Anchor extension rods and couplers shall be rated the same strength as the anchor. Anchor Rod Couplers shall be Chance 12247P or equal. Anchor Rod Eye Nut, Thimbleye shall be Chance 6512 or equal. Anchor Rod Eye Nut, Twineye shall be Chance 6562 or equal. Anchor Rod Eye Nut, Tripeye shall be Chance 12585 or equal.

2.4 GUYING DEADENDS

- A. Guying deadends shall be grip type, Preformed Products Co. Catalog No. 2107 or equal.

2.5 GUY STRAIN INSULATORS

- A. Fiberglass insulator rods shall be coated with a corrosion and ultraviolet resistant coating minimum two (2) mm thick. Bonded joints shall be sealed to prevent moisture penetration. End fittings shall be malleable iron or forged steel galvanized per ASTM A-153. End fittings shall be free of burrs and sharp edges.
- B. Guy strain insulators shall be:
- Clevis-Clevis Type, 5/8" X Lgth. As Req'd. Continental GCC15-##R, or equal
- Clevis-Eye Type 5/8" X Lgth. As Req'd. Continental GCE15-##, or equal
- Clevis-Thimble Type, 5/8" X Lgth. As Req'd. Continental GCT15-##, or equal

2.6 GUY GUARDS

- A. Guy guards shall be yellow colored plastic, eight (8) feet long and shall be Chance Catalog No. 96PBG-2Y or equal.

SECTION 18108

ANCHORING AND GUYING

2.7 ANCHOR ROD BONDING CLAMP

- A. Bonding clamps shall be specifically designed for PISA type anchors and shall be as follows:
- | | |
|------------------------------|--------------------------|
| Chance Catalog No. 65068 | for Thimbleye Rod Eyenut |
| Chance Catalog No. 65069 | for Twineye Rod Eyenut |
| Chance Catalog No. C203-0148 | for Tripleye Rod Eyenut |

PART 3 – EXECUTION

3.1 GENERAL

- A. Install guys and anchors as shown on the Drawings at the structures indicated in the Structure List. All guys shall be effectively grounded to the pole ground.
- B. For each line section, complete anchor and guy installation (dead end to deadend), and tighten all guys before stringing and sagging wire for the line section.

3.2 GUYS

- A. All guy leads shall be measured horizontally from the pole centerline to the anchor rod.
- B. Splices shall not be installed in guy leads.
- C. Install guys sufficiently tight to snug hardware, to prevent radio interference, and to set the anchor.
- D. Guys shall be installed before conductors are strung and shall be attached to the pole as shown on the Drawings.

3.3 ANCHORS AND ANCHOR RODS

- A. Install anchors and anchor rods in line with the strain and with the anchor rod aligned with, and pointing directly at the guy attachment point on the pole.
- B. Anchor rods shall be installed leaving approximately six (6) inches out of the ground. Under no circumstances shall the end of the rod be covered.
- C. Mark the ground line at the top of the anchor rod prior to loading to show the extent of anchor creep. Creepage in excess of one inch shall be considered excessive. Notify ENGINEER whenever anchor creepage exceeds one (1) inch. Remove all load from any anchor showing more than one (1) inch creepage.
- D. Use a torque/load indicator or sheer pin method during anchor installation and maintain a log of the installed torque/load of each anchor. Log shall include the

SECTION 18108

ANCHORING AND GUYING

structure number, number of extensions used, and final torque/load attained. Log shall be submitted to the ENGINEER at the end of the anchor installation phase of the Work.

- E. In the event the recommended torque/load is not reach with the installation of the first anchor rod extension, an additional anchor rod extension shall be added. If the recommended torque/load is still not reached after the addition of the second anchor rod extension, CONTRACTOR shall cease installation of that anchor and shall notify the ENGINEER. Payment for additional anchor rod extensions shall be on a unit price basis.
- F. Where rock exists, conventional installation of screw anchors will not be possible. In such a situation, CONTRACTOR shall notify the ENGINEER and upon obtaining verbal approval from the ENGINEER, CONTRACTOR shall pre-drill a hole no greater than six (6) inches (total) larger than the largest helix of the anchor to be installed. Install a triple helix anchor and backfill the hole with 3,000-pound test concrete in accordance with Section 03300 of these Specifications. Use installation methods that assure no concrete voids exist behind the helixes. Anchor installation log shall show the diameter and depth of the hole, anchor type used, and setting depth, and the volume and test rating of the concrete used. Provide a 100 percent tension pull "proof" test on all anchors installed in rock. Proof test shall occur no sooner than seven (7) days after pouring of concrete. CONTRACTOR shall replace and retest any anchors that fail to pass the proof test.

3.4 GUY GUARDS

- A. A guy guard shall be installed on each down guy.
- B. Install guy guards per manufacturer's instructions.

END OF SECTION

STANDARD DETAILS



CITY OF SANTA CLARA 2013

PREPARED BY
DEPARTMENT OF PUBLIC WORKS

RAJEEV BATRA
DIRECTOR OF PUBLIC WORKS/
CITY ENGINEER

Department of Public Works
City of Santa Clara, CA



STANDARD DETAILS

<p>APPROVED BY:</p> <p><i>Rajeev Batra</i></p> <hr/> <p>RAJEEV BATRA DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER</p> <p>DATE: <u>Oct. 27, 2013</u></p>
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and Water & Sewer Department,
for their contributions.

CITY OF SANTA CLARA
DEPARTMENT OF PUBLIC WORKS

STANDARD DETAILS

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Department of Public Works
City of Santa Clara, CA

STANDARD DETAILS

STREET SECTION
DETAILS ST-1 TO ST-28

1. Definitions:
 - a. Driveway - area between lines $\frac{1}{2}$ driveway width plus 2.5 feet each side of driveway centerline (area of thickened section, see driveway details).
 - b. Driveway approach - area between back of curb and property line.
 - c. Driveway apron - drive area within private property reserved for vehicular ingress and egress.
 - d. Curb cut - area of curb and gutter within the driveway limits described in 1.a. (above).
 - e. Driveway centerline - a line drawn normal to the street that crosses the depressed area of the curb at its midpoint.
 - f. Driveway width - the length of the fully depressed curb.
2. No person, firm, or corporation shall construct or maintain any driveway across any curbing or sidewalk, or connecting with any uncurbed roadway without first securing a City Encroachment Permit. All construction of such driveways shall be done in conformity with City of Santa Clara Standard Details and Standard Specifications, and shall be subject to City inspection.
3. Not more than 50 percent of the street frontage of any parcel of land shall be devoted to driveways, except in cases of narrow frontages (e.g., cul-de-sacs) when approved by the City Engineer.
4. Driveway centerlines on the same property shall be at least their combined half widths plus 29 feet apart.
5. Driveways located adjacent to side property lines or in proximity to utilities obstructions should in general satisfy the Driveway Locations shown in detail ST-2.
6. Driveways located in proximity to street intersections should in general satisfy the Driveway Locations at Curb Returns shown in detail ST-3.
7. Adjustments to utility facilities or other public improvements shall be accomplished without cost to the City.
8. Any abandoned driveway shall be reconstructed to City standard sidewalk, curb and gutter requirements, concurrent with the new driveway construction without any cost to the City.
9. Where difficulties, unnecessary hardships and effects inconsistent with the general purpose of these driveway standards may result from the strict application of certain provisions thereof, variances may be granted by the City Engineer.



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APPROVED BY:	G. GOMEZ
DATE:	OCTOBER 2013

DRIVEWAY STANDARDS

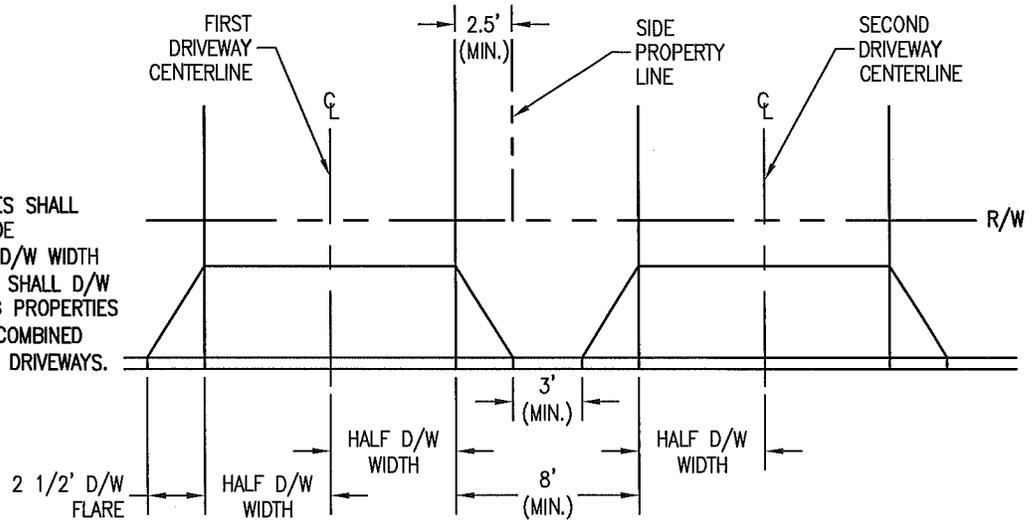
ST-1

CITY OF SANTA CLARA

PAGE: 1

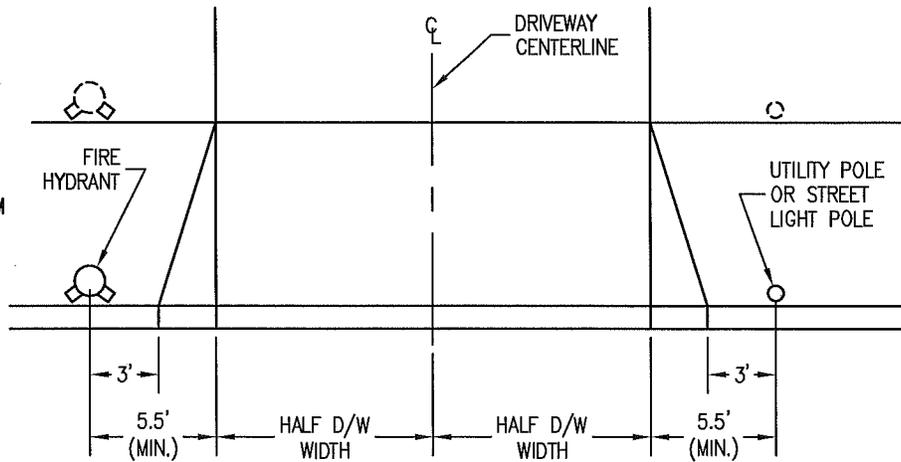
CONDITION 1

DRIVEWAY (D/W) CENTERLINES SHALL NOT BE CLOSER TO THE SIDE PROPERTY LINE THAN HALF D/W WIDTH PLUS 2.5' BUT IN NO CASE SHALL D/W CENTERLINES FOR ADJOINING PROPERTIES BE CLOSER THAN 8' PLUS COMBINED HALF D/W WIDTHS OF BOTH DRIVEWAYS.



CONDITION 2

NO D/W CENTERLINE SHALL BE CLOSER THAN HALF D/W WIDTH PLUS 5.5' FROM THE CENTER OF ANY FIRE HYDRANT, UTILITY POLE OR STREET LIGHT STANDARD.



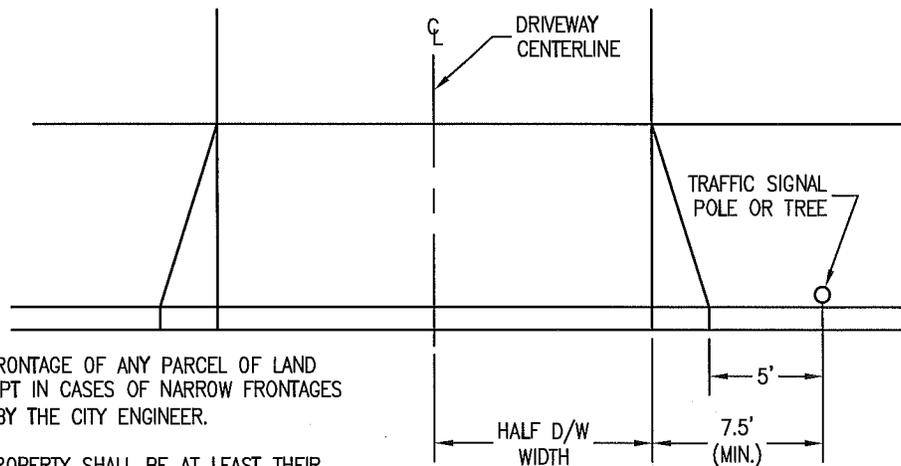
CONDITION 3

NO D/W CENTERLINE SHALL BE CLOSER THAN HALF D/W WIDTH PLUS 7.5' FROM THE CENTER OF A TRAFFIC SIGNAL POLE OR TREE.

NOTE:

NOT MORE THAN 50% OF THE STREET FRONTAGE OF ANY PARCEL OF LAND SHALL BE DEVOTED TO DRIVEWAYS, EXCEPT IN CASES OF NARROW FRONTAGES (E.G., CUL-DE-SACS) WHEN APPROVED BY THE CITY ENGINEER.

DRIVEWAY CENTERLINES ON THE SAME PROPERTY SHALL BE AT LEAST THEIR COMBINED HALF WIDTHS PLUS 29 FEET APART.



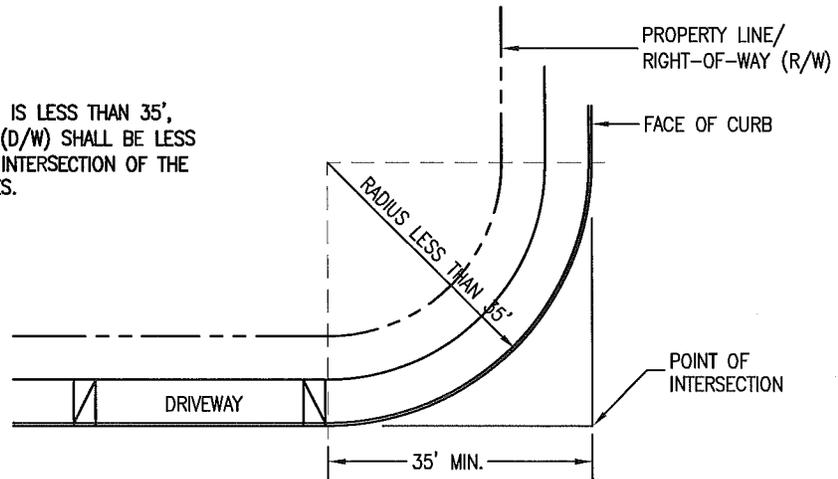
DRAWN BY: K. TRAN
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 APPROVED BY: G. GOMEZ
 DATE: OCTOBER 2013

DRIVEWAY LOCATIONS
 CITY OF SANTA CLARA

ST-2
 PAGE: 2

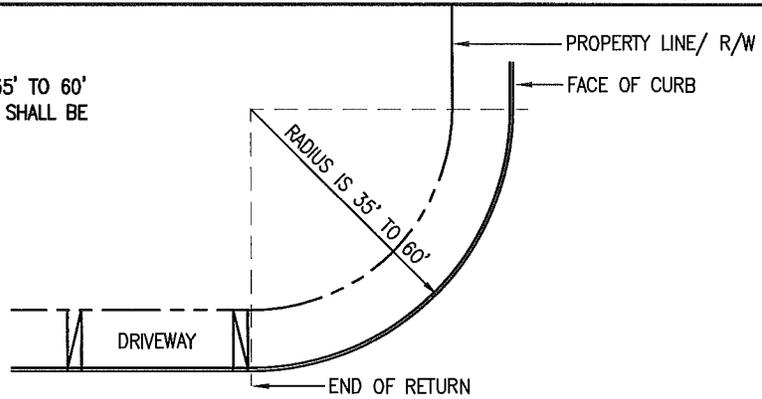
CONDITION 1

WHERE A CURB RETURN RADIUS IS LESS THAN 35', NO PORTION OF ANY DRIVEWAY (D/W) SHALL BE LESS THAN 35' FROM THE POINT OF INTERSECTION OF THE PROJECTED FACE OF CURB LINES.



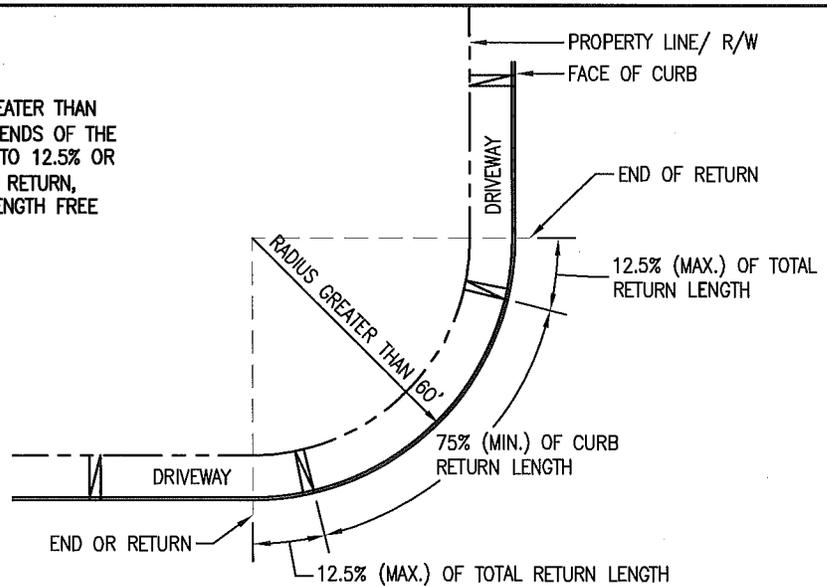
CONDITION 2

WHERE THE CURB RETURN RADIUS IS 35' TO 60' (INCLUSIVE), NO PORTION OF ANY D/W SHALL BE PERMITTED WITHIN THE CURB RETURN.



CONDITION 3

WHERE A CURB RETURN RADIUS IS GREATER THAN 60', D/W MAY ENCROACH UPON EACH ENDS OF THE RETURNS A MAXIMUM DISTANCE EQUAL TO 12.5% OR 1/8TH THE ARC LENGTH OF THE CURB RETURN, LEAVING 75% OF THE CURB RETURN LENGTH FREE FROM D/W ENCROACHMENTS.



CONDITION 4

ON ALL CURB RETURNS WHERE CHANNELIZATION AND/OR COMPOUND CURVES EXIST, D/W LOCATION SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER.



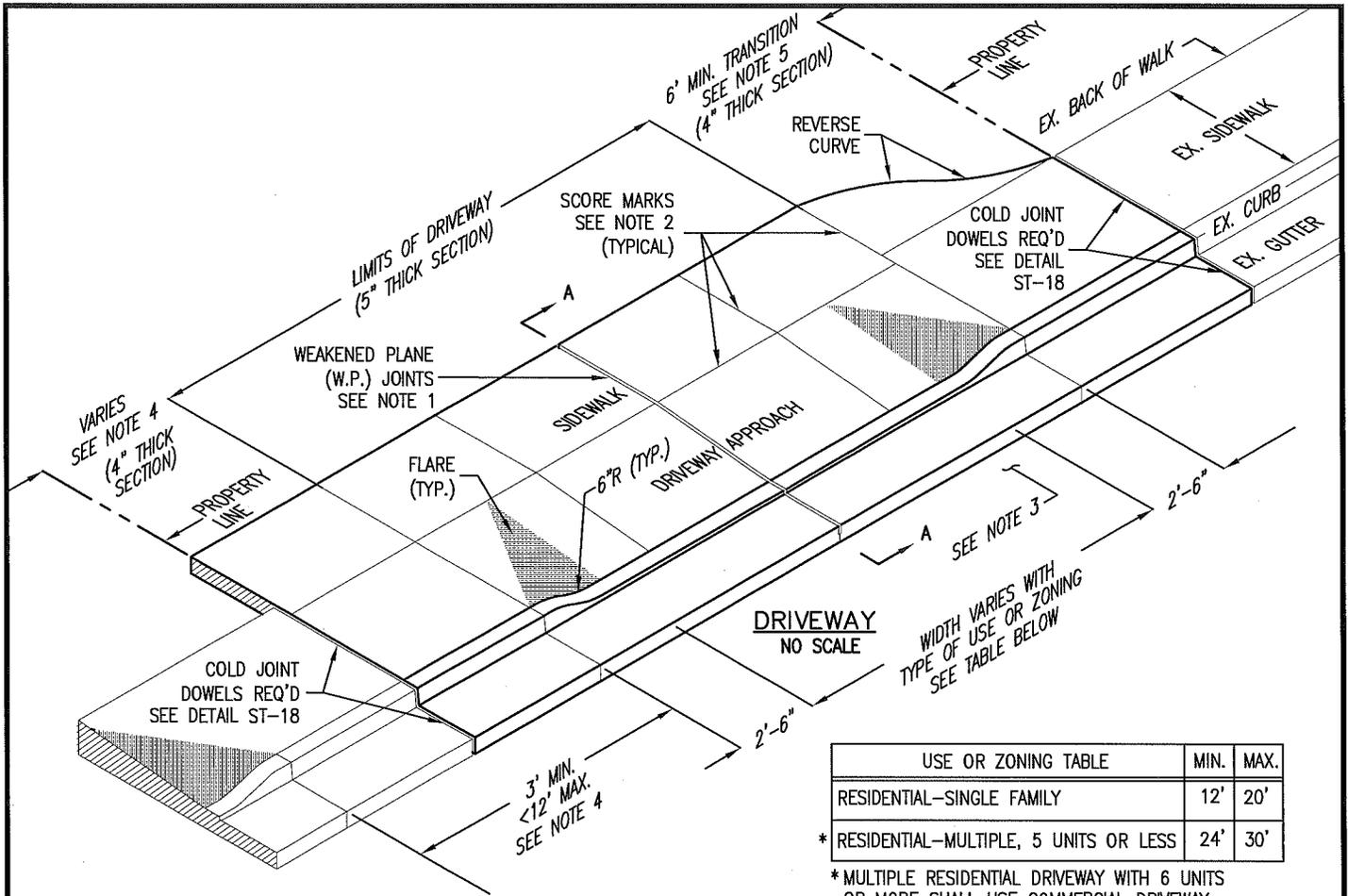
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 DATE: OCTOBER 2013

DRIVEWAY LOCATIONS AT CURB RETURNS

CITY OF SANTA CLARA

ST-3

PAGE: 3

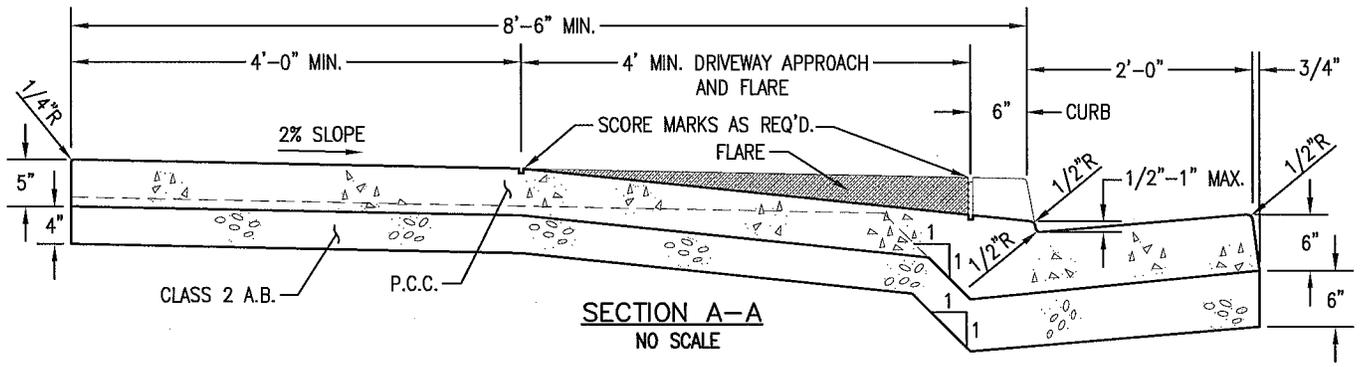


USE OR ZONING TABLE	MIN.	MAX.
RESIDENTIAL-SINGLE FAMILY	12'	20'
* RESIDENTIAL-MULTIPLE, 5 UNITS OR LESS	24'	30'

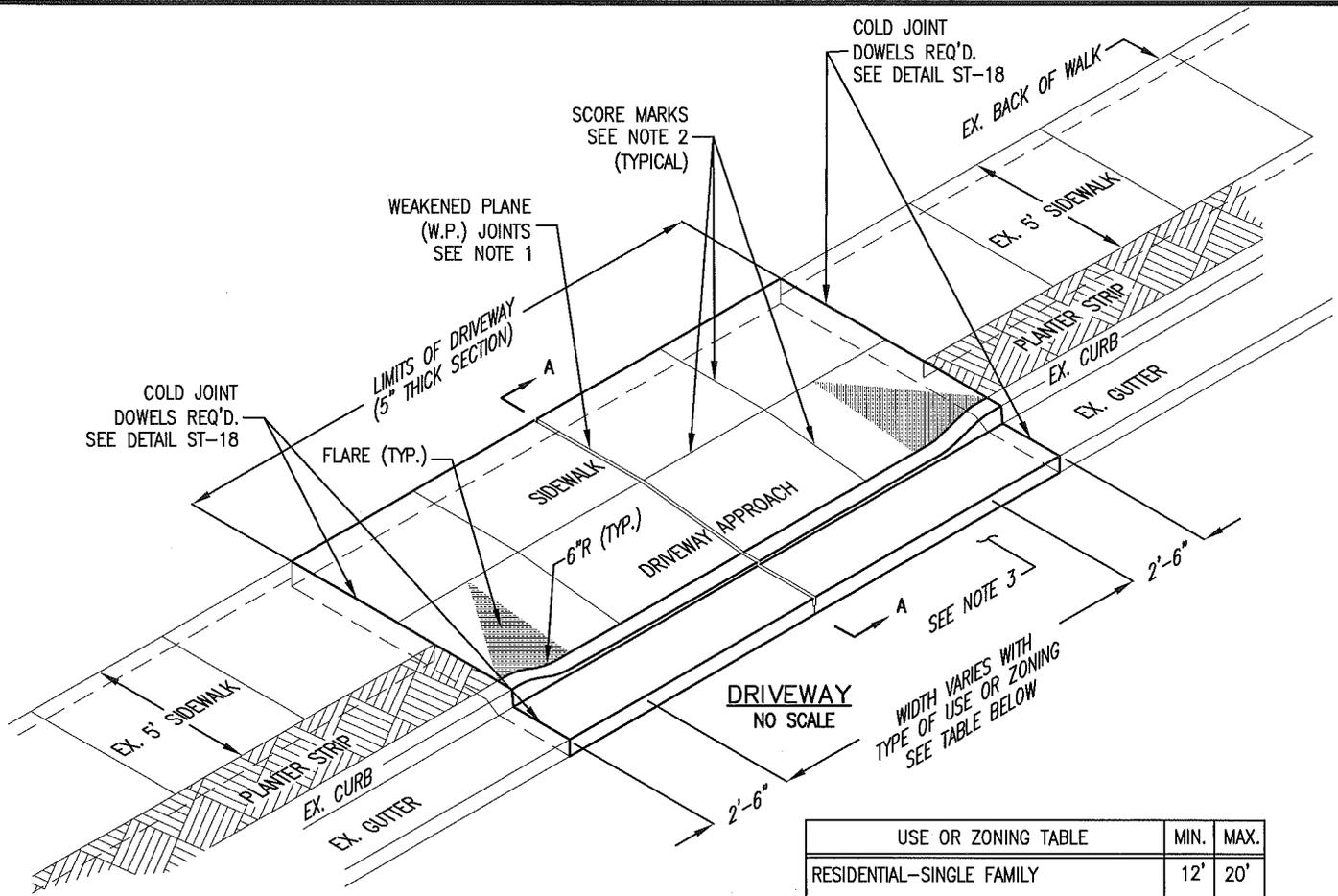
* MULTIPLE RESIDENTIAL DRIVEWAY WITH 6 UNITS OR MORE SHALL USE COMMERCIAL DRIVEWAY.

NOTES:

1. W.P. JOINTS REQUIRED ON CENTERLINE FOR DRIVEWAYS 12' TO 20' WIDE. DRIVEWAYS 24' TO 30' WIDE SHALL HAVE 2 W.P. JOINTS EVENLY SPACED (AT 1/3 AND 2/3 POINTS).
2. PLACE SCORE MARKS AT 1/4 POINTS ON DRIVEWAYS 12' TO 20' WIDE AND AT 1/6 POINTS ON DRIVEWAYS 24' TO 30' WIDE. SCORE MARK REQUIRED AT DRIVEWAY SLOPE BREAK PARALLEL TO EXISTING FACE OF CURB.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.
4. WHERE THE DISTANCE BETWEEN NEW DRIVEWAY LIMIT AND PROPERTY LINE IS LESS THAN 6 FEET AT THE BACK OF DRIVEWAY AND THERE IS AN ADJACENT DRIVEWAY LESS THAN 12 FEET DISTANCE AWAY, THE SIDEWALK SHALL NOT TRANSITION. NEW SIDEWALK SHALL TERMINATE AT PROPERTY LINE OR ADJACENT DRIVEWAY TO MAINTAIN ADA PATHWAY.
5. WHERE THE DISTANCE BETWEEN NEW DRIVEWAY LIMIT AND PROPERTY LINE IS EQUAL TO OR GREATER THAN 6 FEET AT THE BACK OF DRIVEWAY AND THERE IS NO ADJACENT DRIVEWAY WITHIN 12 FEET DISTANCE OF NEW DRIVEWAY, THE SIDEWALK SHALL TRANSITION FROM BACK OF DRIVEWAY TO EXISTING SIDEWALK.



	DRAWN BY: K. TRAN	RESIDENTIAL DRIVEWAY WITH ATTACHED SIDEWALK	ST-4
	CHECKED BY: F. AMIN		
	APPROVED BY: G. GOMEZ		
	DATE: OCTOBER 2013		
CITY OF SANTA CLARA		PAGE: 4	

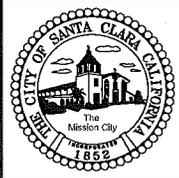
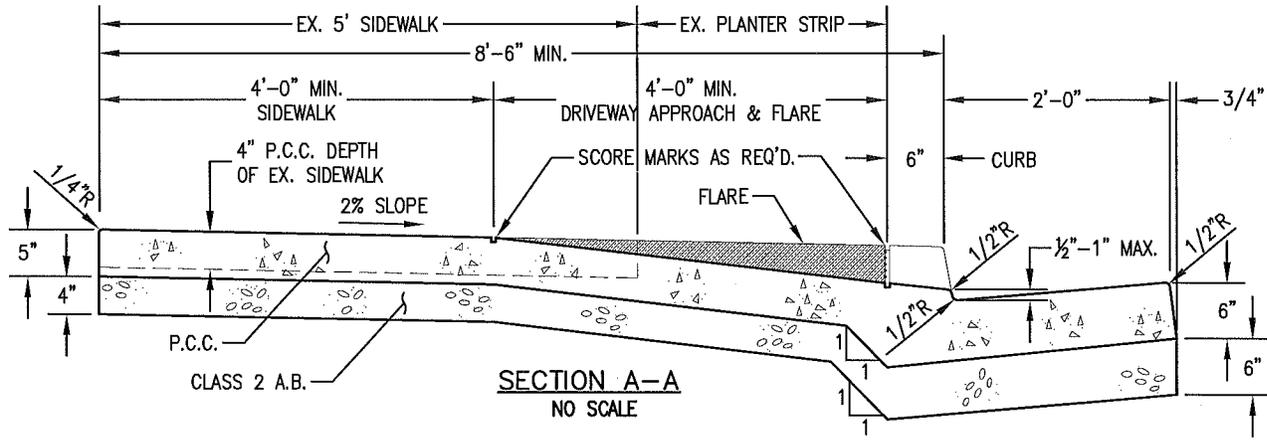


USE OR ZONING TABLE	MIN.	MAX.
RESIDENTIAL-SINGLE FAMILY	12'	20'
* RESIDENTIAL-MULTIPLE, 5 UNITS OR LESS	24'	30'

* MULTIPLE RESIDENTIAL DRIVEWAY WITH 6 UNITS OR MORE SHALL USE COMMERCIAL DRIVEWAY.

NOTES:

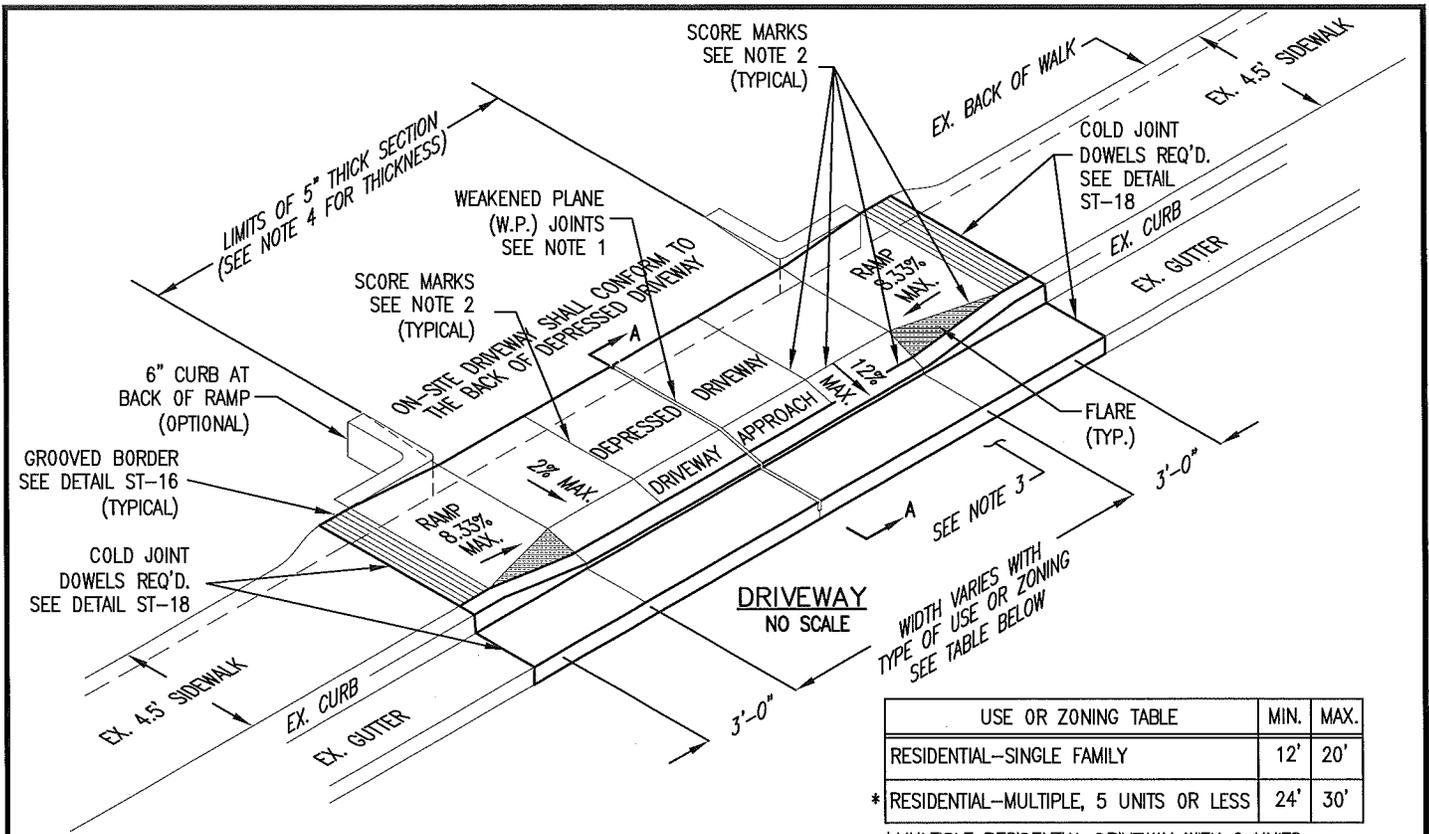
1. W.P. JOINTS REQUIRED ON CENTERLINE FOR DRIVEWAYS 12' TO 20' WIDE. DRIVEWAYS 24' TO 30' WIDE SHALL HAVE 2 W.P. JOINTS EVENLY SPACED (AT 1/3 AND 2/3 POINTS).
2. PLACE SCORE MARKS AT 1/4 POINTS ON DRIVEWAYS 12' TO 20' WIDE AND AT 1/6 POINTS ON DRIVEWAYS 24' TO 30' WIDE. SCORE MARK REQUIRED AT DRIVEWAY SLOPE BREAK PARALLEL TO EXISTING FACE OF CURB.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.



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RESIDENTIAL DRIVEWAY WITH SEPARATED SIDEWALK
 CITY OF SANTA CLARA

ST-5
 PAGE: 5

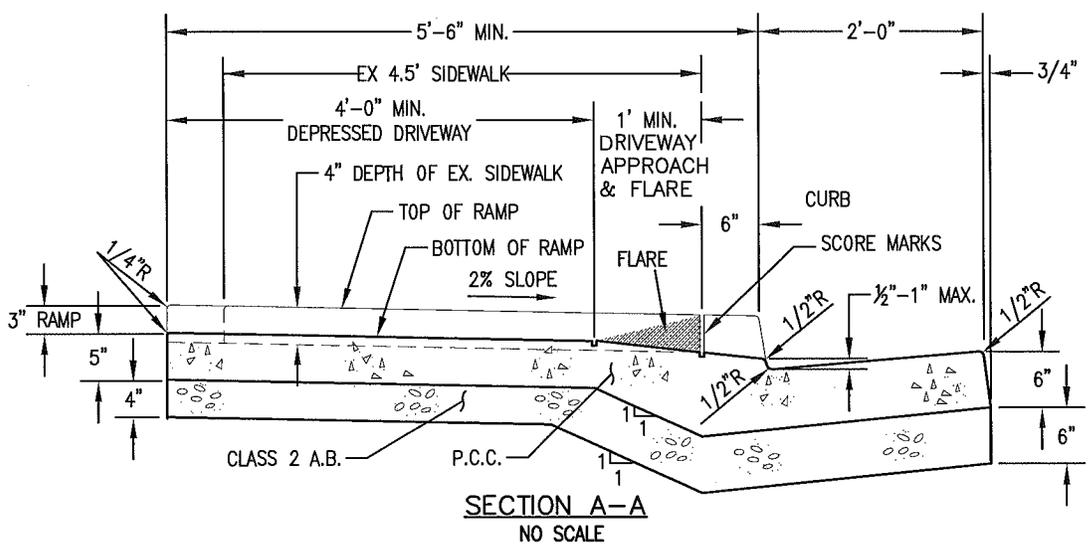


USE OR ZONING TABLE	MIN.	MAX.
RESIDENTIAL-SINGLE FAMILY	12'	20'
* RESIDENTIAL-MULTIPLE, 5 UNITS OR LESS	24'	30'

* MULTIPLE RESIDENTIAL DRIVEWAY WITH 6 UNITS OR MORE SHALL USE COMMERCIAL DRIVEWAY.

NOTES:

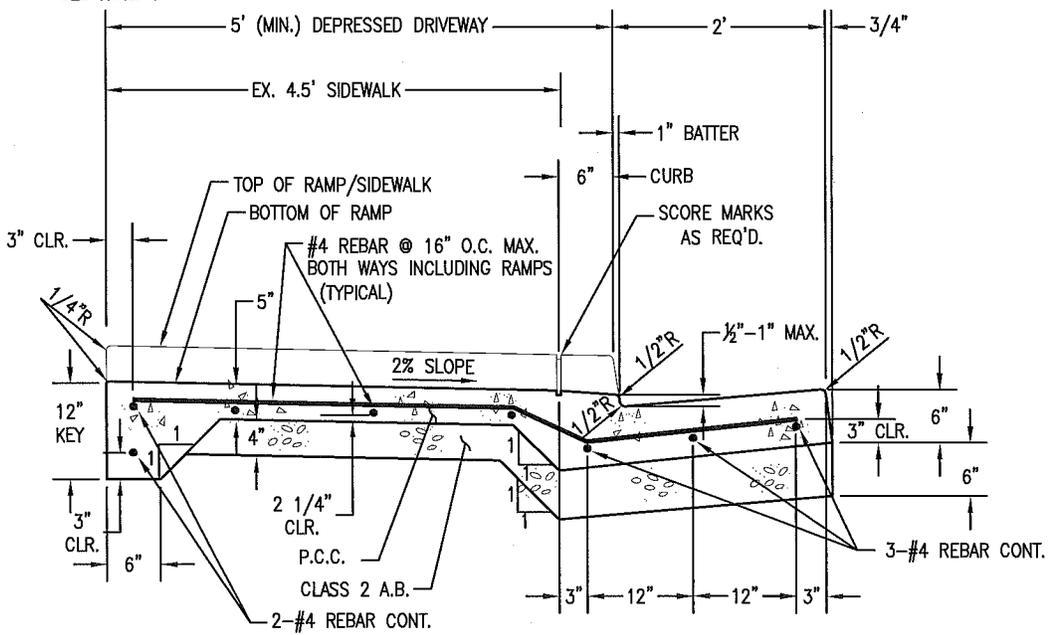
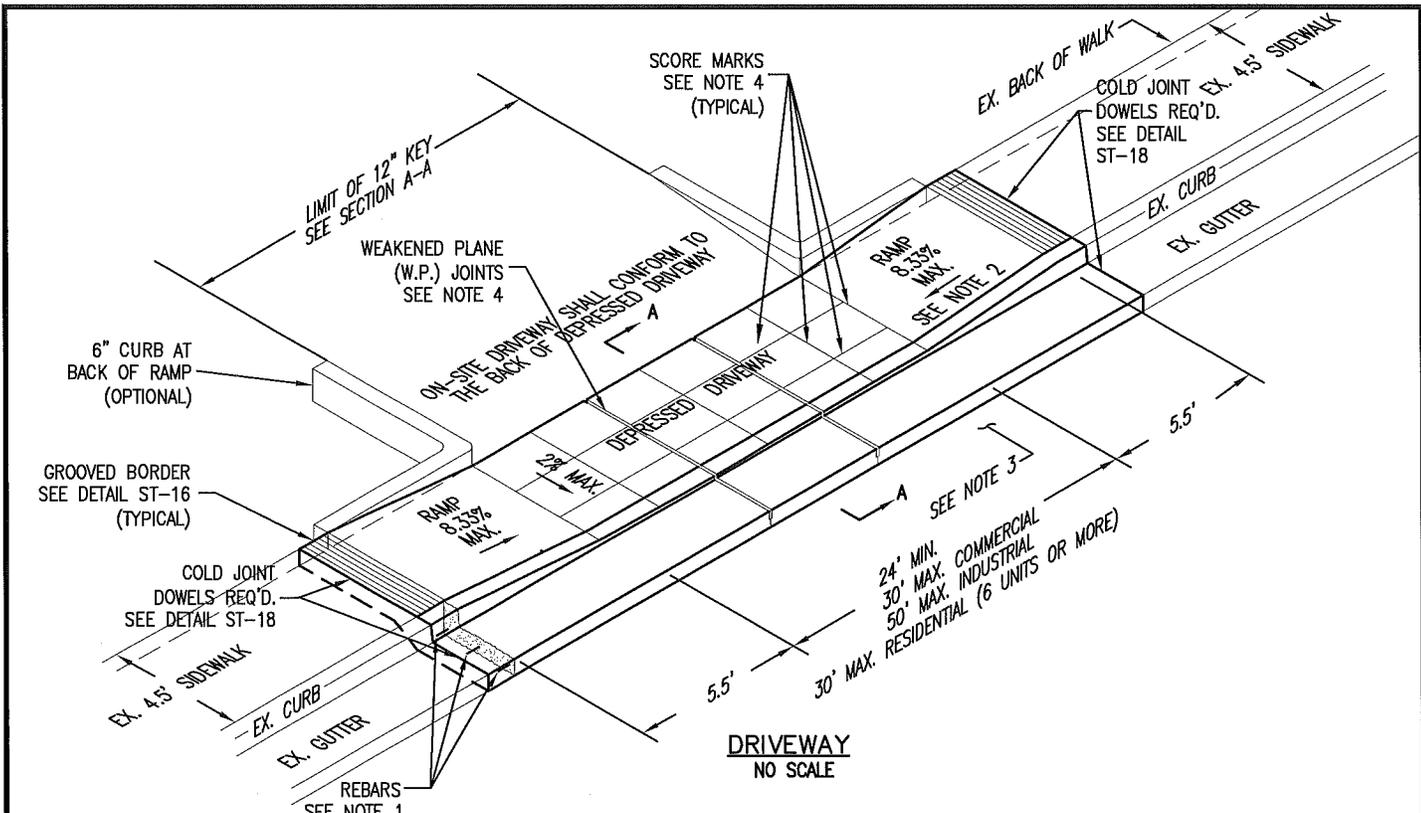
1. W.P. JOINTS REQUIRED ON CENTERLINE FOR DRIVEWAYS 12' TO 20' WIDE. DRIVEWAYS 24' TO 30' WIDE SHALL HAVE 2 W.P. JOINTS EVENLY SPACED (AT 1/3 AND 2/3 POINTS).
2. PLACE SCORE MARKS AT 1/4 POINTS ON DRIVEWAYS 12' TO 20' WIDE AND AT 1/6 POINTS ON DRIVEWAYS 24' TO 30' WIDE.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.
4. DEPRESSED DRIVEWAY, DRIVEWAY APPROACH, GROOVED BORDERS, AND RAMPS SHALL HAVE A THICKNESS OF 5" P.C.C. OVER 4" A.B. GROOVED BORDERS, RAMPS, DEPRESSED DRIVEWAY, DRIVEWAY APPROACH, CURB AND GUTTER SHALL BE MONOLITHIC.



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DEPRESSED DRIVEWAY FOR EX. 5' ATTACHED SIDEWALK
 CITY OF SANTA CLARA

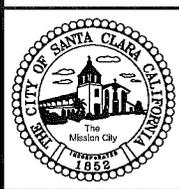
ST-6
 PAGE: 6



SECTION A-A
NO SCALE

NOTES:

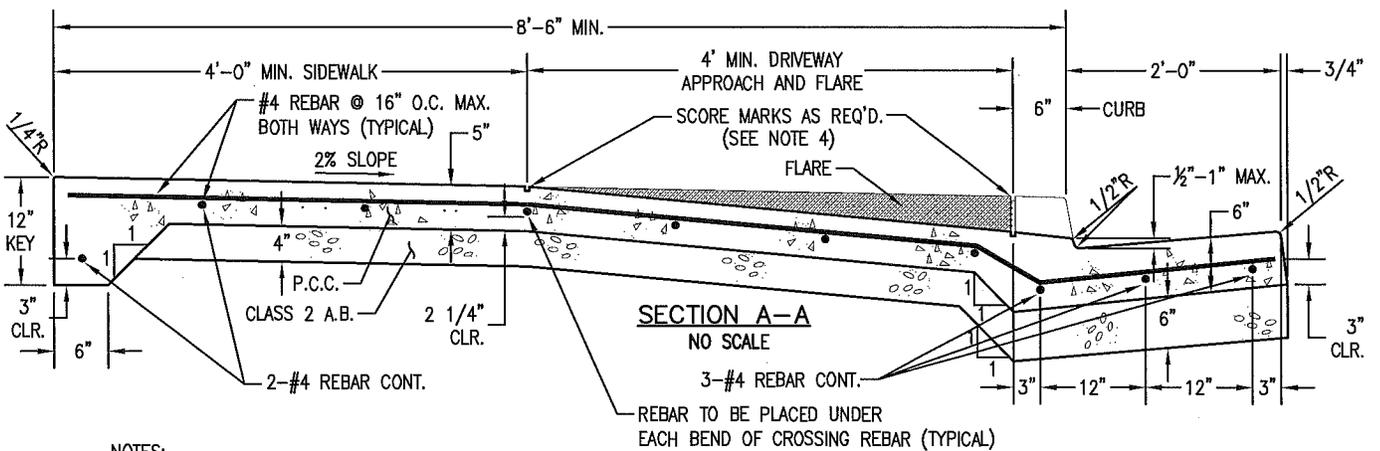
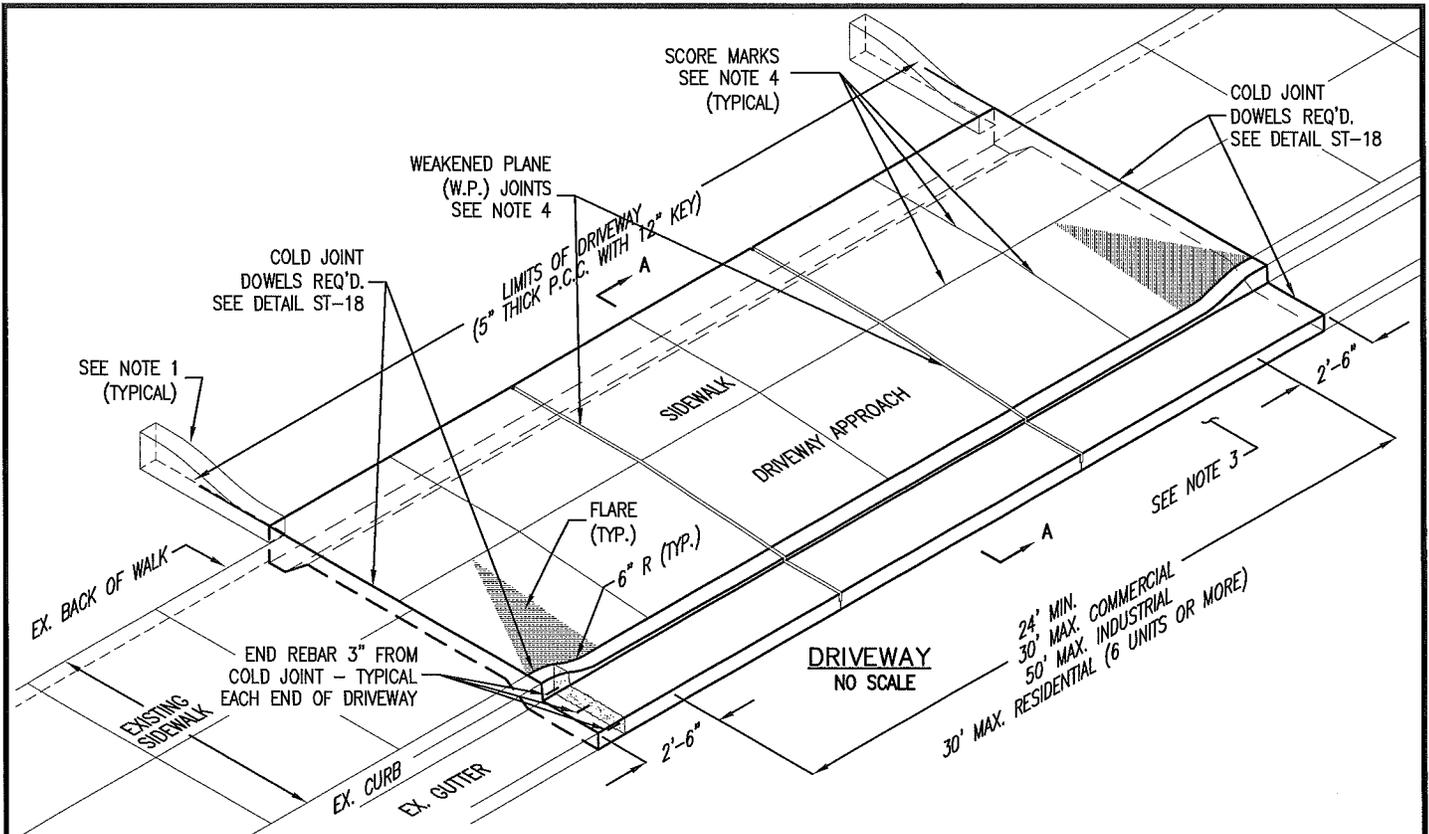
1. END REBAR 3" FROM COLD JOINT FOR GUTTER AND 12" FROM COLD JOINT FOR RAMPS.
2. DEPRESSED DRIVEWAY AND RAMPS SHALL HAVE A THICKNESS OF 5" P.C.C. OVER 4" A.B. GROOVED BORDERS, RAMPS, DEPRESSED DRIVEWAY APRON, CURB AND GUTTER SHALL BE MONOLITHIC.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.
4. JOINT/SCORE MARK: SEE TABLE ON DETAIL ST-8.



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DEPRESSED COMMERCIAL DRIVEWAY FOR EX. 5' ATTACHED SIDEWALK
 CITY OF SANTA CLARA

ST-7
 PAGE: 7

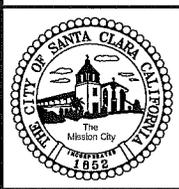


NOTES:

1. CONCRETE CURB SHALL NOT ENCRANCH INTO PUBLIC RIGHT-OF-WAY AND SHALL BE FLUSH AT BACK OF WALK.
2. COMMERCIAL DRIVEWAY SHALL BE INSTALLED IN ZONES DESIGNATED COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL WITH 6 UNITS OR MORE.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.
4. JOINT/SCORE MARK TABLE:

DRIVEWAY WIDTH		WEAKENED PLANE JOINT		SCORE MARKS	
MIN.	MAX.	NO. OF JOINTS	LOCATION POINT	NO. OF MARKS	LOCATION POINT
24'	30'	2	1/3, 2/3	3	1/6, 1/2, 5/6
>30'	40'	3	1/4, 1/2, 3/4	4	1/8, 3/8, 5/8, 7/8
>40'	50'	4	1/5, 2/5, 3/5, 4/5	5	1/10, 3/10, 1/2, 7/10, 9/10

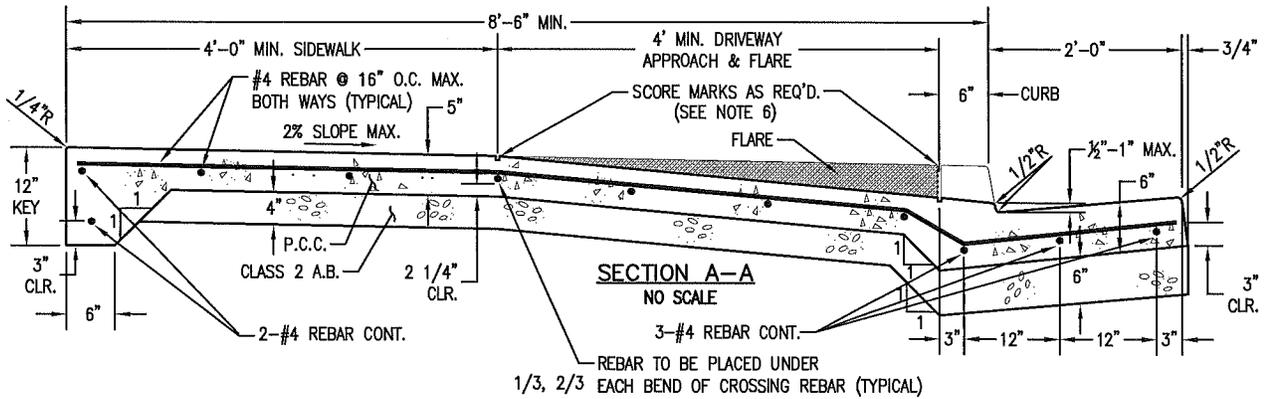
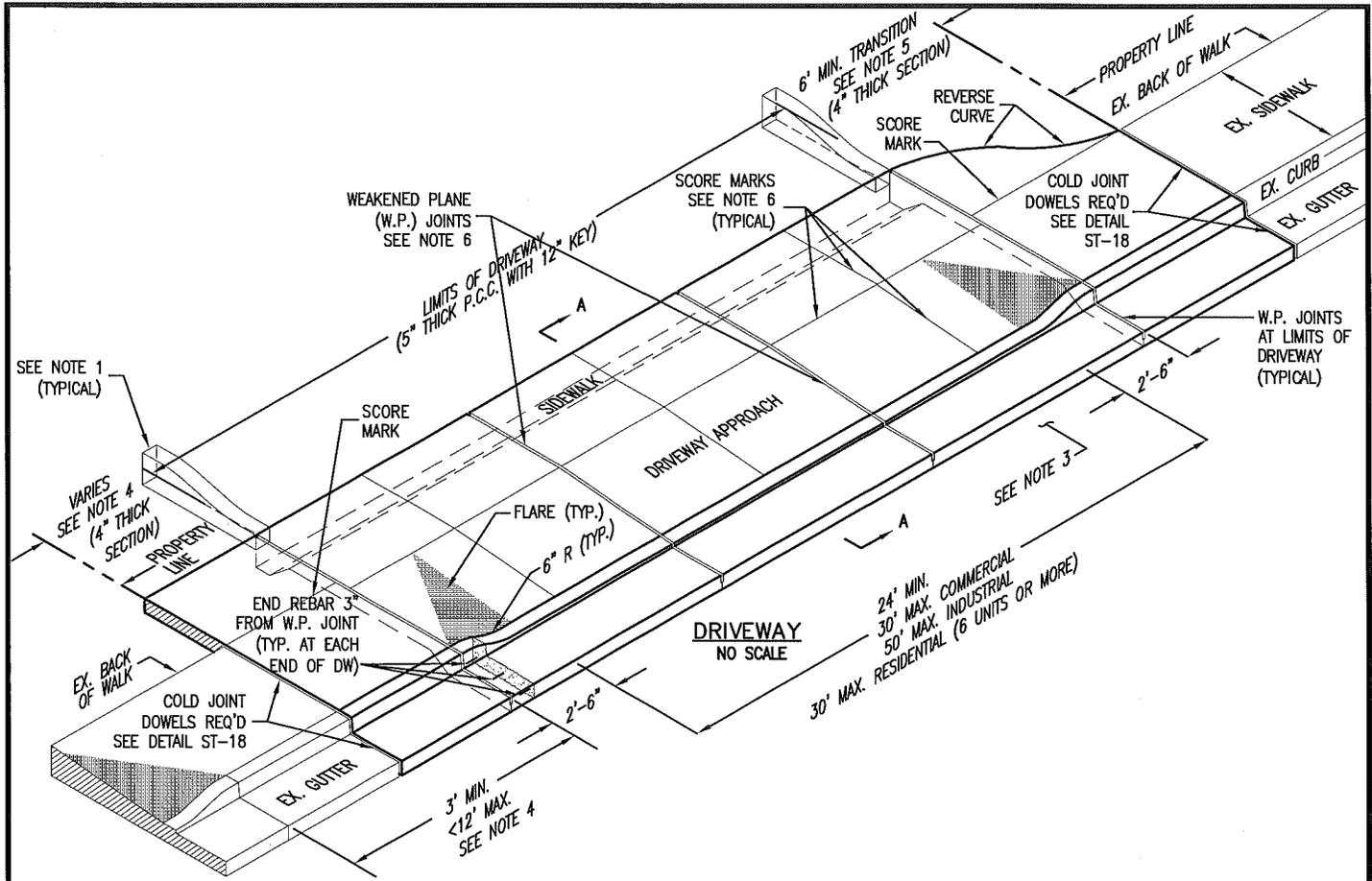
SCORE MARK REQUIRED AT DRIVEWAY SLOPE BREAK PARALLEL TO EXISTING FACE OF CURB



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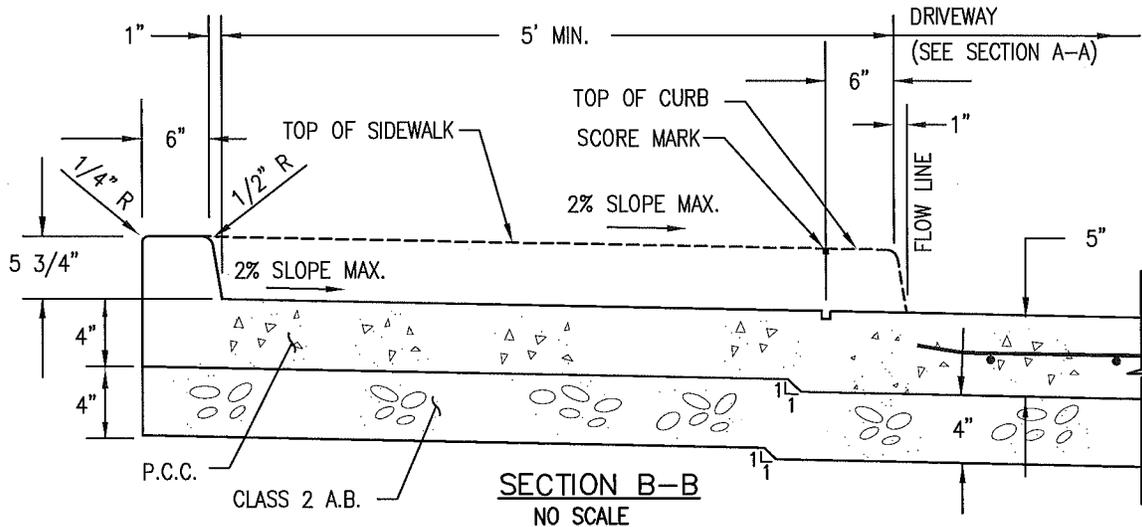
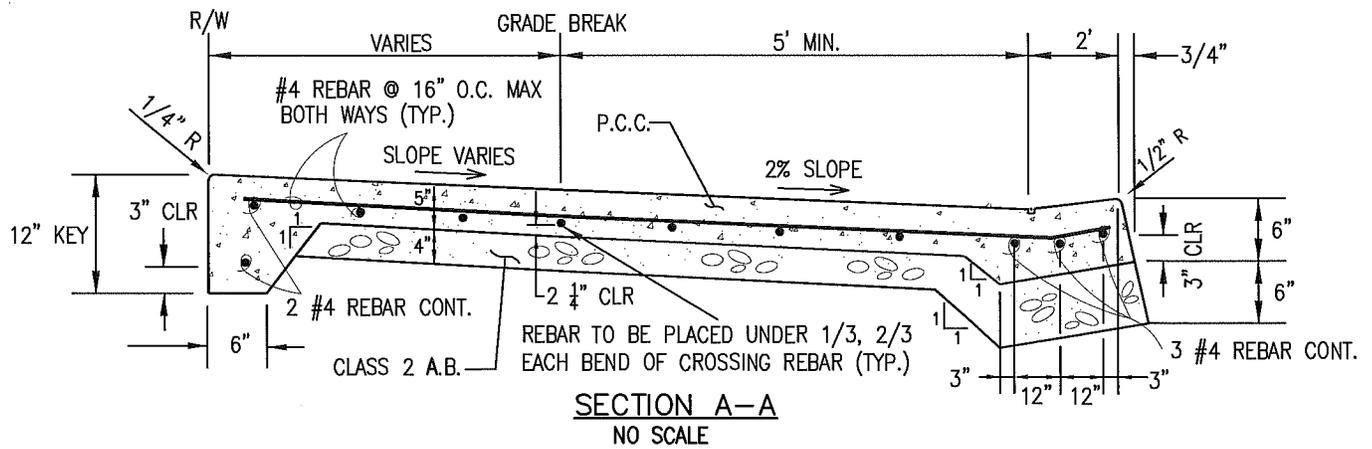
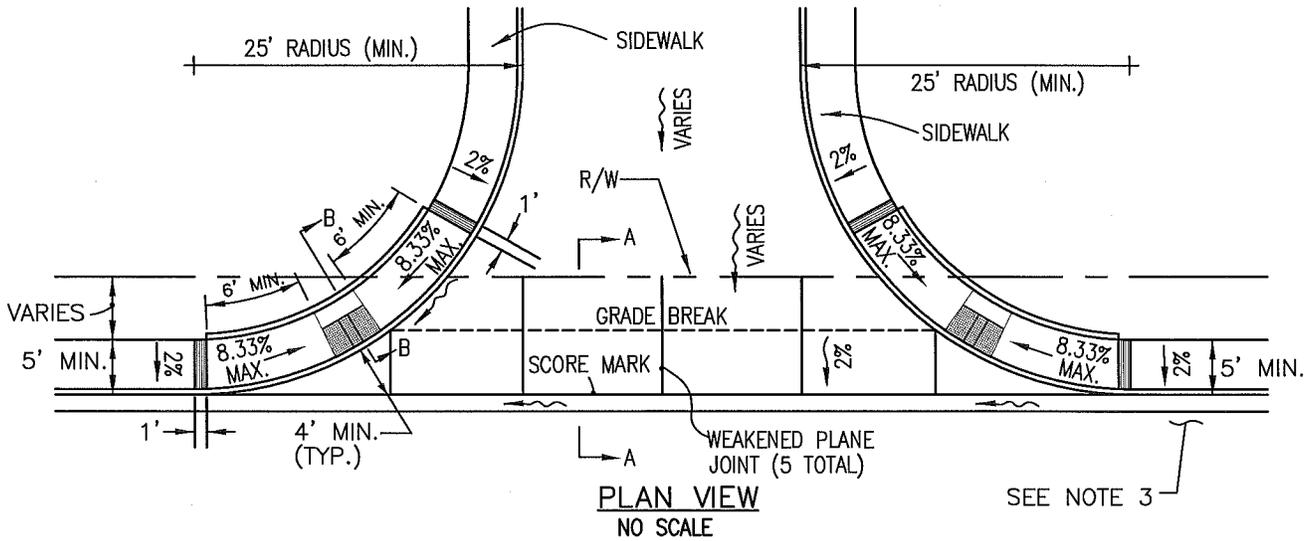
COMMERCIAL DRIVEWAY WITH/
 WITHOUT SEPARATED SIDEWALK
 CITY OF SANTA CLARA

ST-8
 PAGE: 8



- NOTES:**
1. CONCRETE CURB SHALL NOT ENCR OACH INTO PUBLIC RIGHT-OF-WAY AND SHALL BE FLUSH AT BACK OF WALK.
 2. COMMERCIAL DRIVEWAY SHALL BE INSTALLED IN ZONES DESIGNATED COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL WITH 6 UNITS OR MORE.
 3. 18\"/>

	DRAWN BY: K. TRAN	<h2>COMMERCIAL DRIVEWAY WITH ATTACHED SIDEWALK</h2>	<h1>ST-9</h1>
	CHECKED BY: F. AMIN		
	APPROVED BY: G. GOMEZ		
	DATE: OCTOBER 2013		
CITY OF SANTA CLARA		PAGE: 9	



- NOTES:
1. USE OF CURB-RETURN DRIVEWAY ALLOWED ONLY WITH WRITTEN APPROVAL OF CITY ENGINEER.
 2. SEE DETAIL ST-8 FOR DRIVEWAY WIDTH, JOINTS, AND SCORE MARKS.
 3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.
 4. SEE DETAIL ST-14 FOR CURB RAMP CONSTRUCTION AND NOTES.



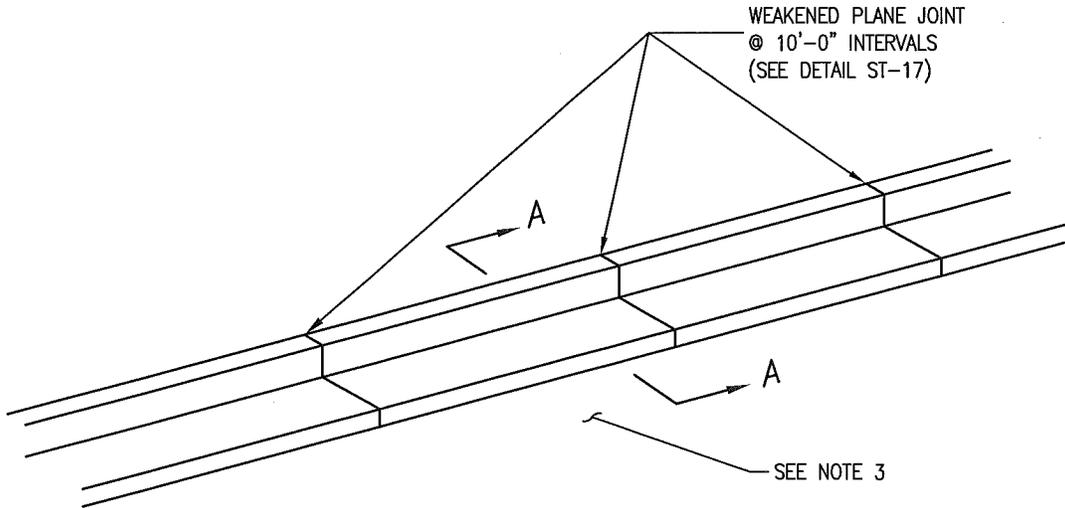
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 DATE: OCTOBER 2013

CURB-RETURN DRIVEWAY

ST-10

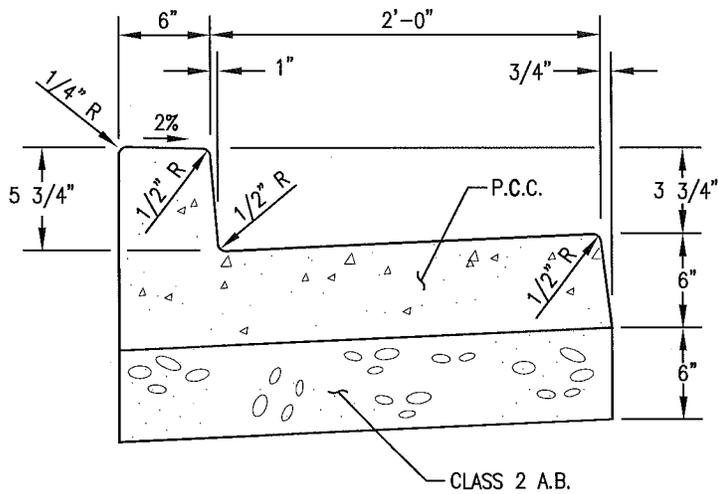
CITY OF SANTA CLARA

PAGE: 10



CURB GUTTER

NO SCALE



SECTION A-A

NO SCALE

NOTES:

1. EXPANSION JOINTS (SEE DETAIL ST-17) SHALL BE INSTALLED AT MAJOR STRUCTURES AND CURB RETURNS.
2. TOLERANCE OF THE VERTICAL DIMENSION AT FACE OF CURB AND LIP OF GUTTER SHALL BE 1/4"±.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.



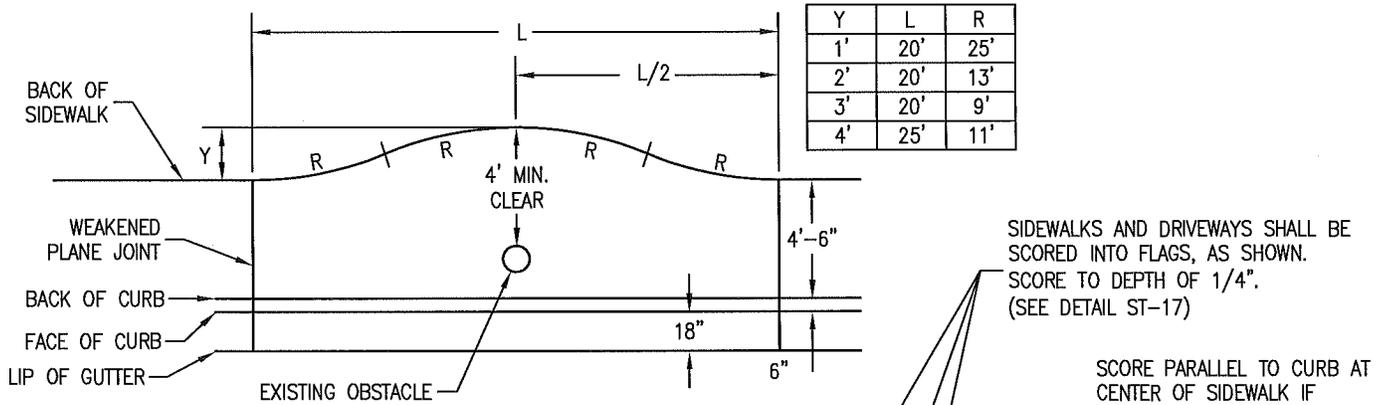
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**MONOLITHIC
 CURB AND GUTTER**

CITY OF SANTA CLARA

ST-11

PAGE: 11

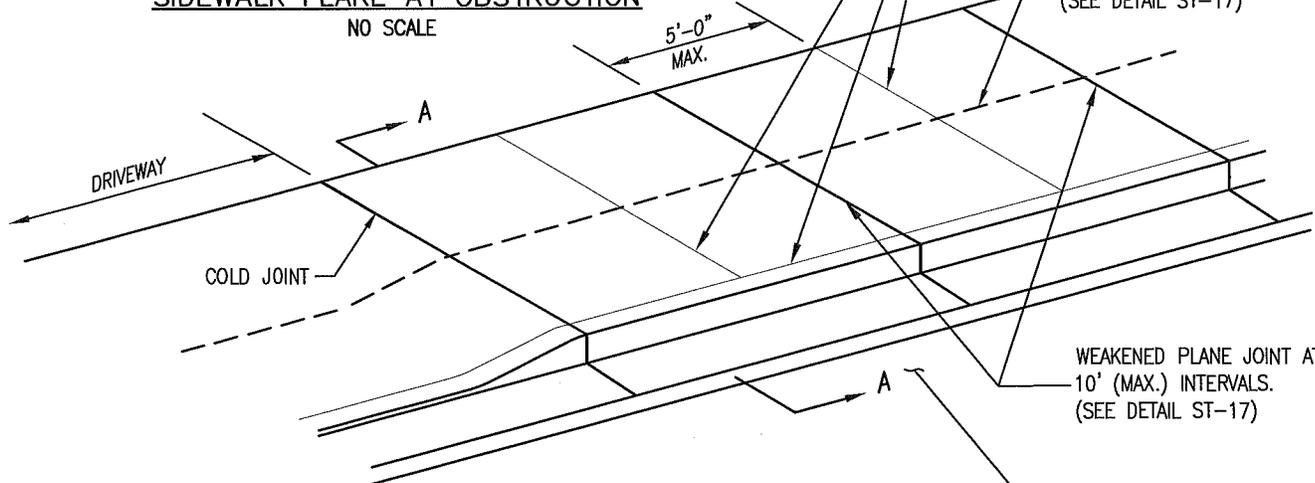


SIDEWALK FLARE AT OBSTRUCTION
NO SCALE

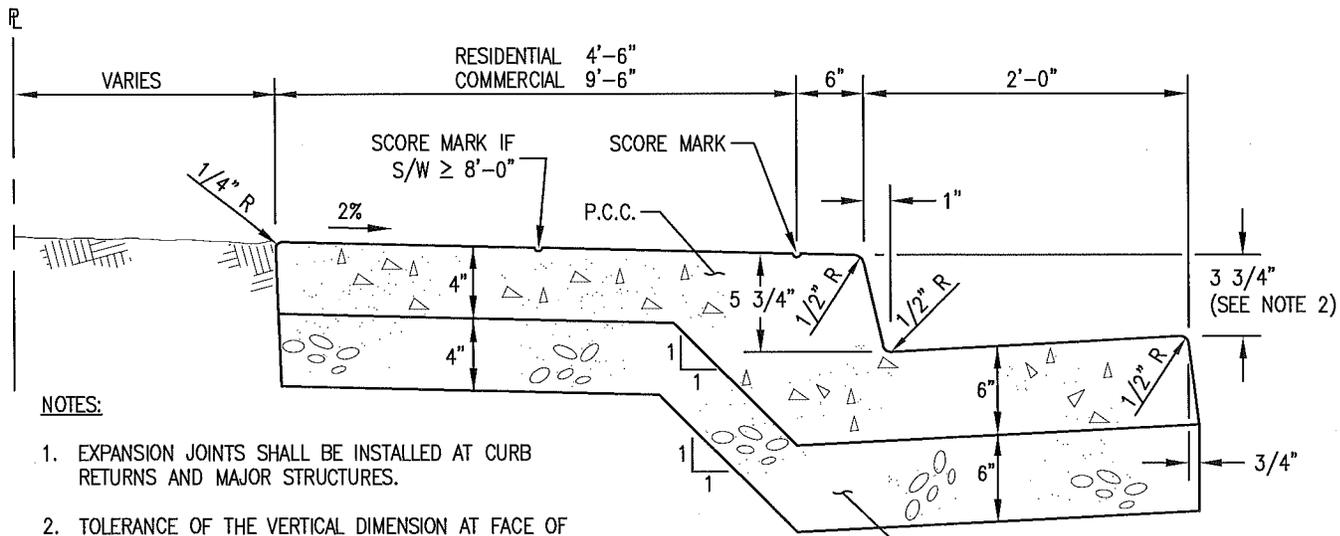
SIDEWALKS AND DRIVEWAYS SHALL BE SCORED INTO FLAGS, AS SHOWN. SCORE TO DEPTH OF 1/4". (SEE DETAIL ST-17)

SCORE PARALLEL TO CURB AT CENTER OF SIDEWALK IF WIDTH IS 8' OR GREATER. (SEE DETAIL ST-17)

WEAKENED PLANE JOINT AT 10' (MAX.) INTERVALS. (SEE DETAIL ST-17)



CURB, GUTTER & SIDEWALK
NO SCALE



NOTES:

1. EXPANSION JOINTS SHALL BE INSTALLED AT CURB RETURNS AND MAJOR STRUCTURES.
2. TOLERANCE OF THE VERTICAL DIMENSION AT FACE OF CURB AND LIP OF GUTTER SHALL BE 1/4"±.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.

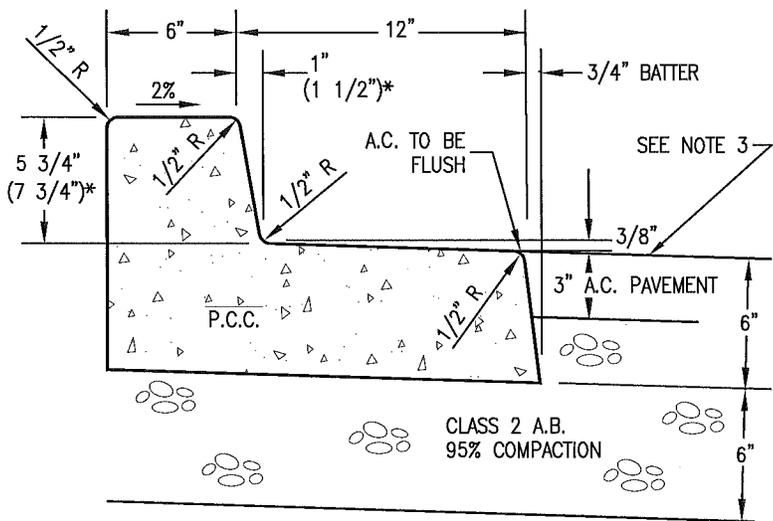
SECTION A-A
NO SCALE



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**MONOLITHIC CURB,
 GUTTER AND SIDEWALK**
 CITY OF SANTA CLARA

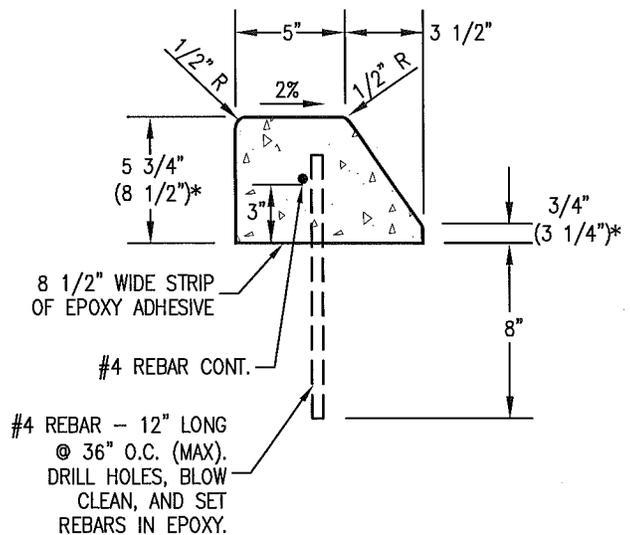
ST-12
 PAGE: 12



TYPE A-6 & A-8 CURBS

NO SCALE

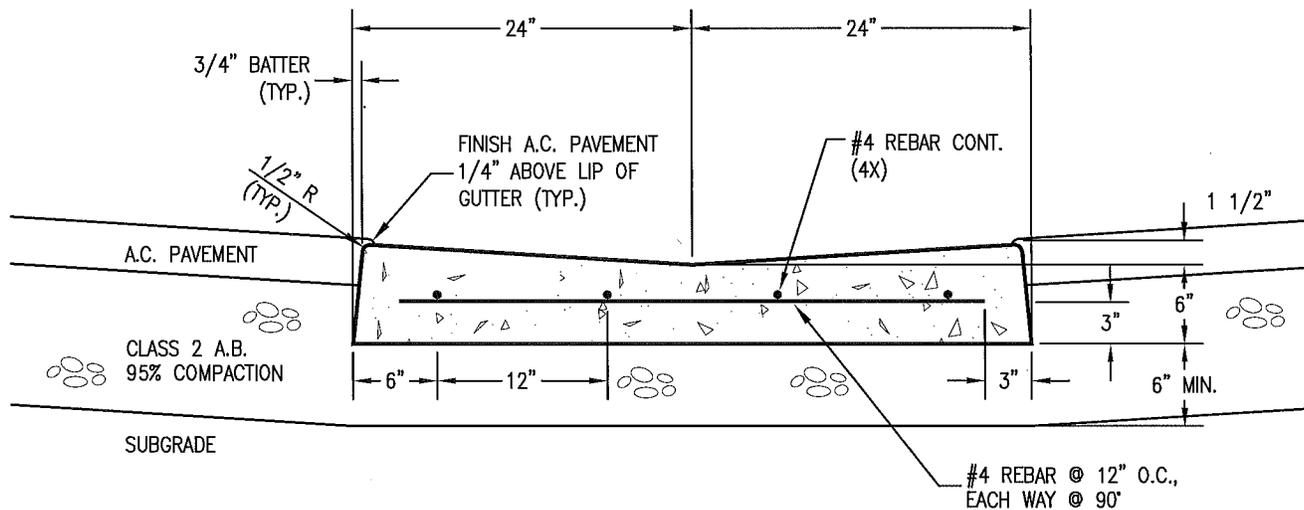
NOTE: *DIMENSIONS SHOWN IN PARENTHESES ABOVE ARE FOR TYPE A-8 CURB ONLY.



TYPE B-6 & B-8 CURBS

NO SCALE

NOTE: *DIMENSIONS SHOWN IN PARENTHESES ABOVE ARE FOR TYPE B-8 CURB ONLY.



VALLEY GUTTER

NO SCALE

NOTES:

1. CONCRETE VALLEY GUTTER SHALL BE INSTALLED PRIOR TO PAVING.
2. INSTALL WEAKENED PLANE JOINTS AT 10' INTERVALS (MAX).
3. 18" WIDE BANDS OF PAVEMENT ON EACH SIDE OF NEW VALLEY GUTTER SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.



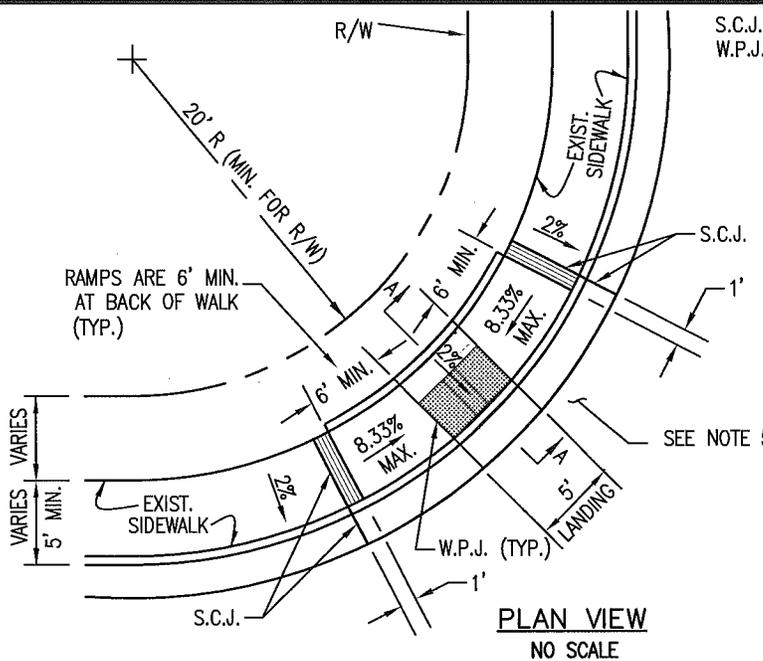
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 APPROVED BY: G. GOMEZ
 DATE: OCTOBER 2013

**CONCRETE MEDIAN CURBS
 AND VALLEY GUTTER**

CITY OF SANTA CLARA

ST-13

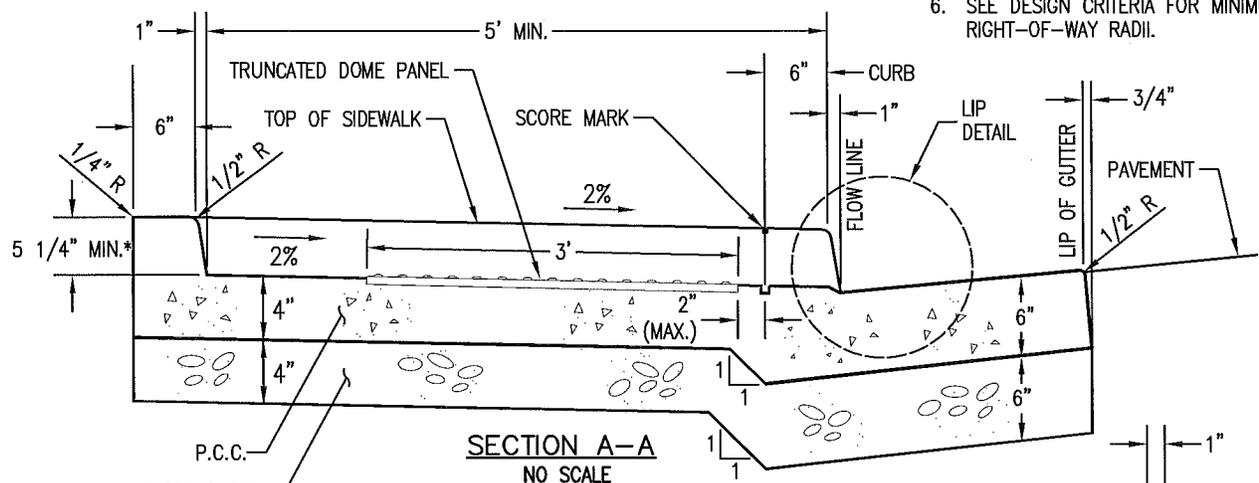
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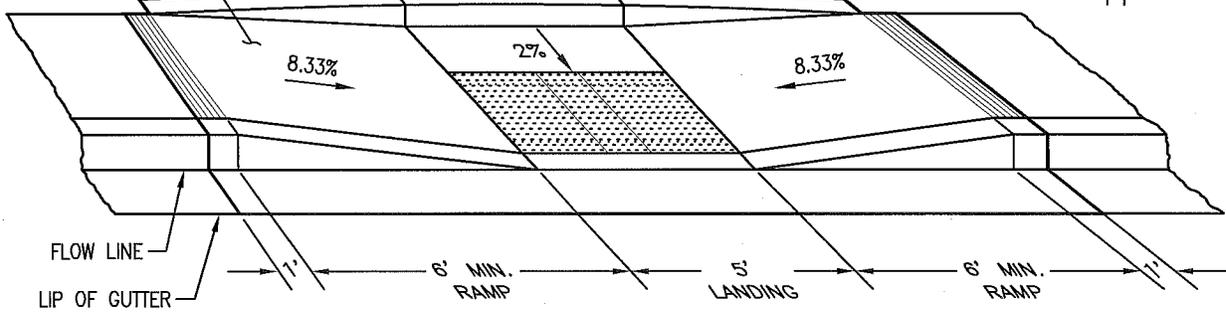
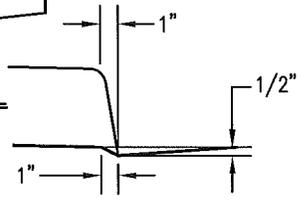
S.C.J. = SIDEWALK CONTACT JOINT
 W.P.J. = WEAKENED PLANE JOINT

NOTES:

1. CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES (GROOVING AND TRUNCATED DOMES). SEE DETAIL ST-16 FOR GROOVING DETAILS AND TRUNCATED DOME DETAILS.
2. AT THE DISCRETION OF CITY ENGINEER, TWO CURB RAMPS SHALL BE REQUIRED WHERE THERE ARE TWO CROSS WALKS AT A CORNER.
3. CURB RAMPS FOR SEPARATED SIDEWALKS SHALL BE DESIGNED ON AN INDIVIDUAL BASIS.
4. THE SURFACE OF RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.
5. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.
6. SEE DESIGN CRITERIA FOR MINIMUM RIGHT-OF-WAY RADII.



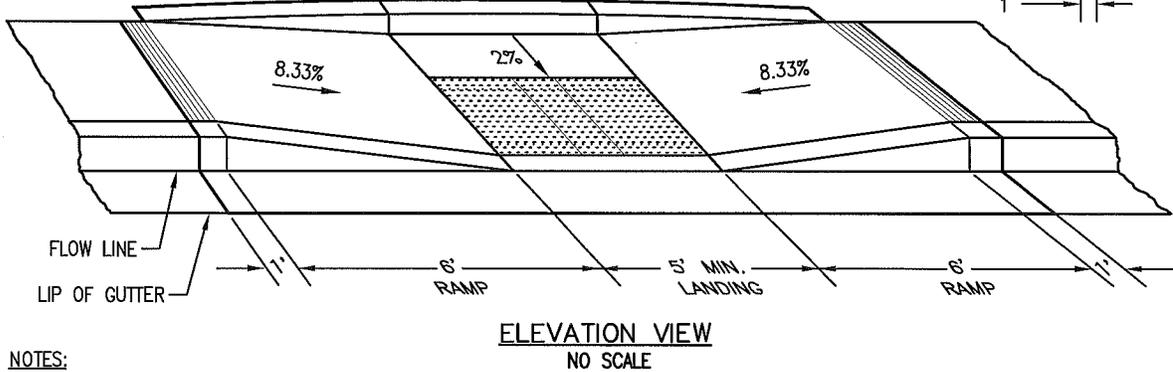
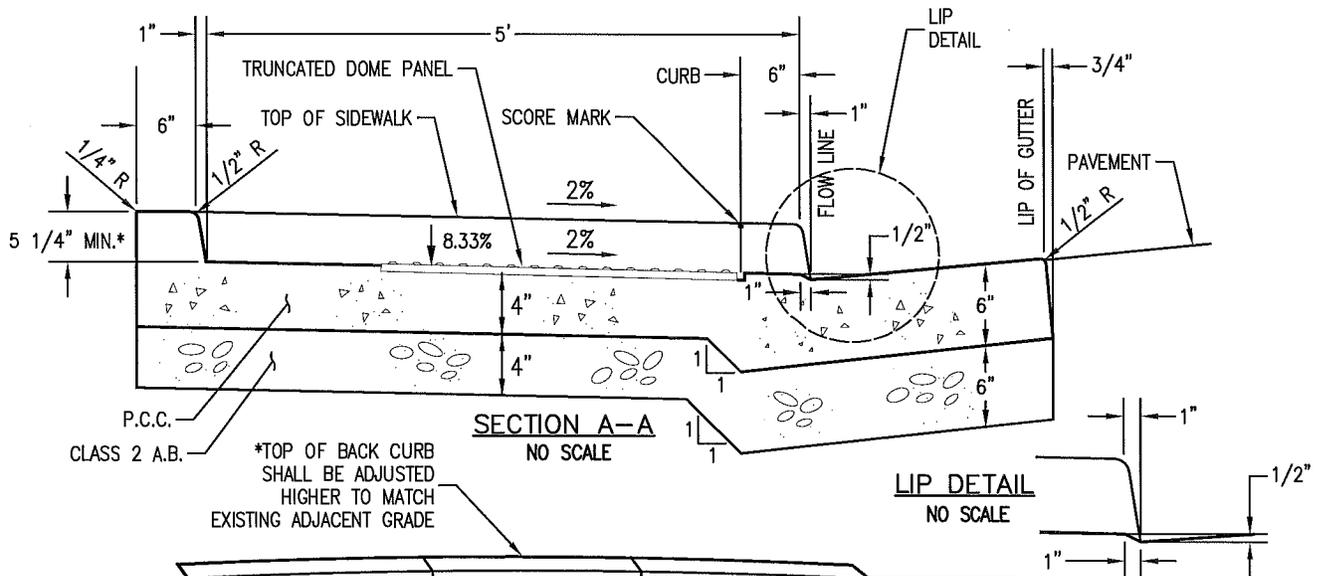
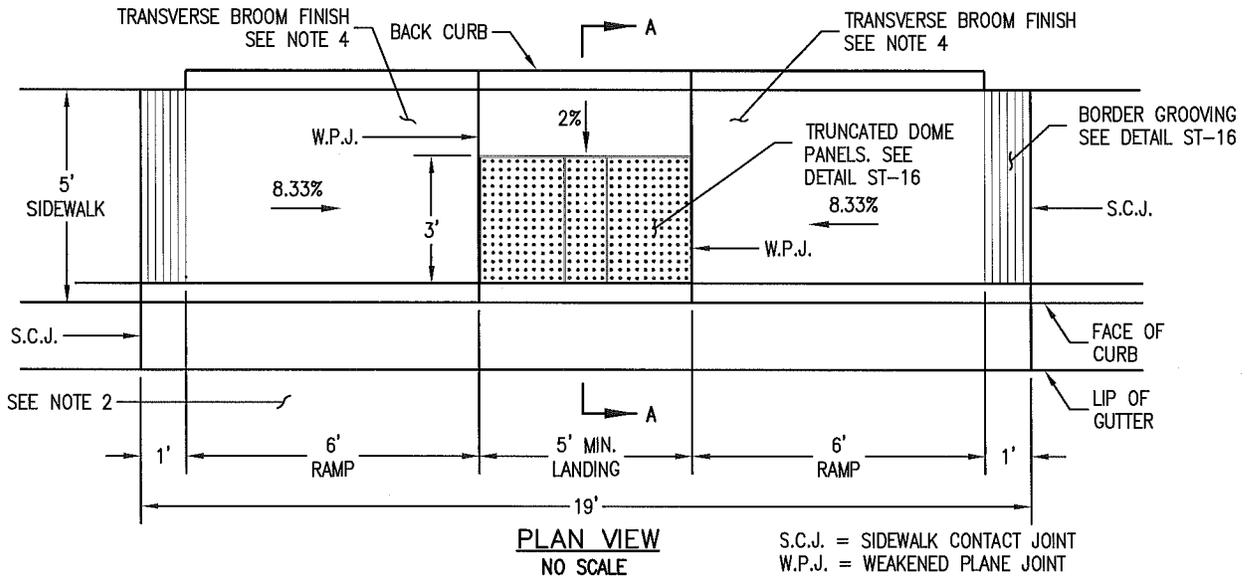
LIP DETAIL
NO SCALE



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 DATE: OCTOBER 2013

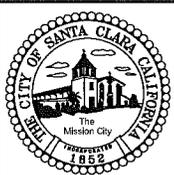
CURVED CURB RAMP
 CITY OF SANTA CLARA

ST-14
 PAGE: 14



NOTES:

1. CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES (GROOVING AND TRUNCATED DOMES). SEE DETAIL ST-16 FOR GROOVING DETAILS AND TRUNCATED DOME DETAILS.
2. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.
3. CURB RAMPS FOR SEPARATED SIDEWALKS SHALL BE DESIGNED ON AN INDIVIDUAL BASIS.
4. THE SURFACE OF RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.



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STRAIGHT CURB RAMP

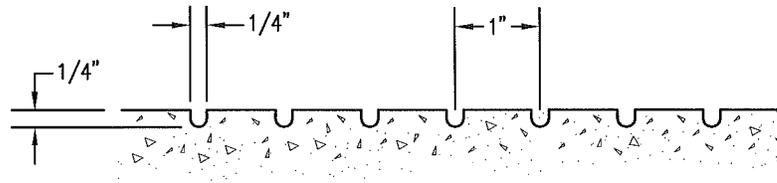
CITY OF SANTA CLARA

ST-15

PAGE: 15

NOTES:

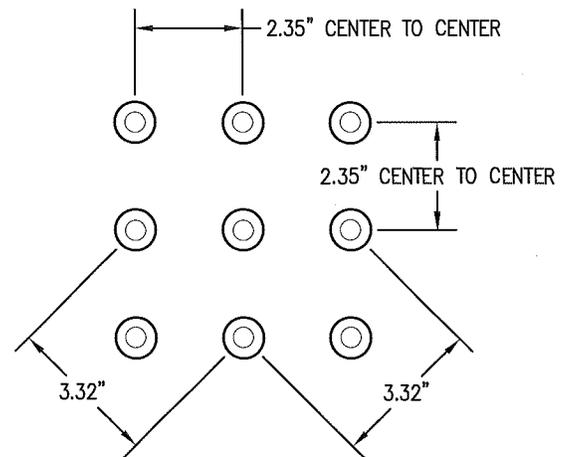
1. THE CURB RAMP SHALL HAVE A 12" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 1" O.C. SEE BORDER GROOVING DETAIL.



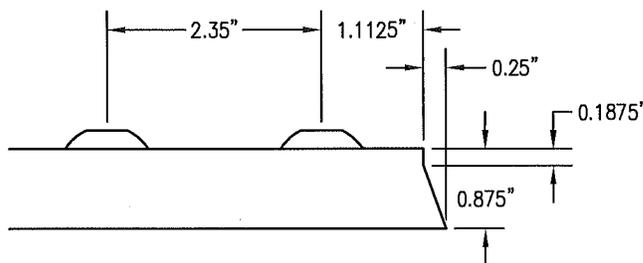
BORDER GROOVING DETAIL

NOTES:

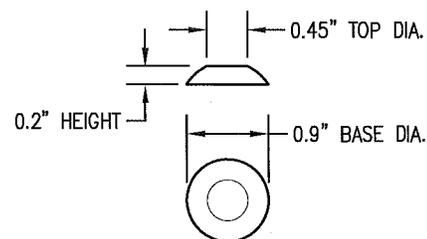
1. THE DETECTABLE WARNING SURFACE SHALL CONSIST OF RAISED TRUNCATED DOMES EXTENDING THE FULL WIDTH OF AND 3'-0" DEPTH OF THE CURB RAMP LANDING.
2. THE RAISED TRUNCATED DOME PANELS SHALL BE CENTERED AND SQUARED ON THE CURB RAMP.
3. THE RAISED TRUNCATED DOME PANELS SHALL BE CONCRETE, CASTinTACT™ MANUFACTURED BY MASCO, TELEPHONE NO. 1-530-878-2440, OR APPROVED EQUAL.
4. THE COLOR OF THE RAISED TRUNCATED DOMES SHALL BE "SAFETY YELLOW".
5. THE EDGE OF THE RAISED TRUNCATED DOME PANEL NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.
6. ALL TRUNCATED DOME DIMENSIONS HEREIN ARE NOMINAL.



RAISED TRUNCATED DOME PATTERN (IN-LINE)



TRUNCATED DOME PANEL WEDGE DETAIL



RAISED TRUNCATED DOME



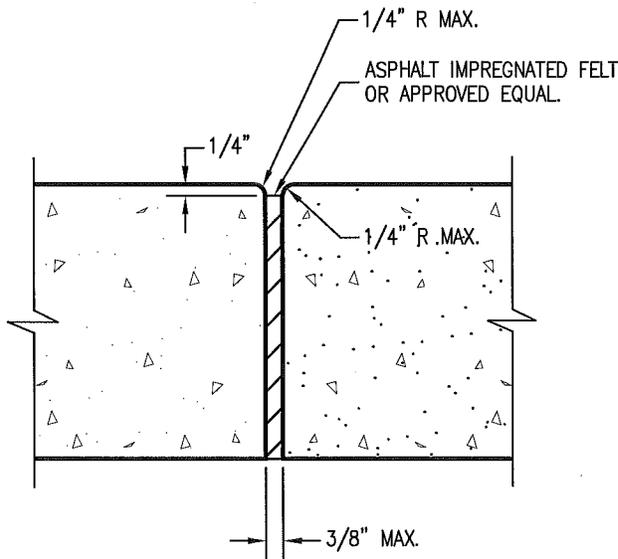
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 DATE: OCTOBER 2013

CURB RAMP GROOVING AND TRUNCATED DOME DETAILS

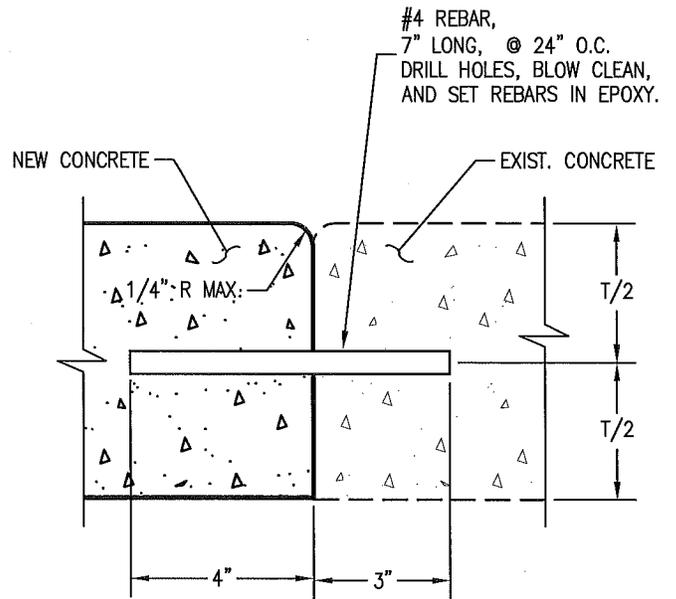
CITY OF SANTA CLARA

ST-16

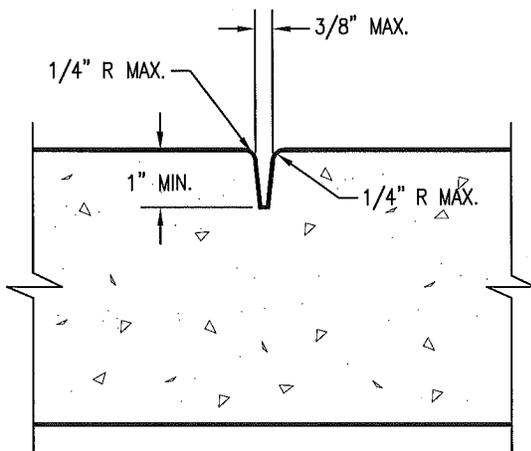
PAGE: 16



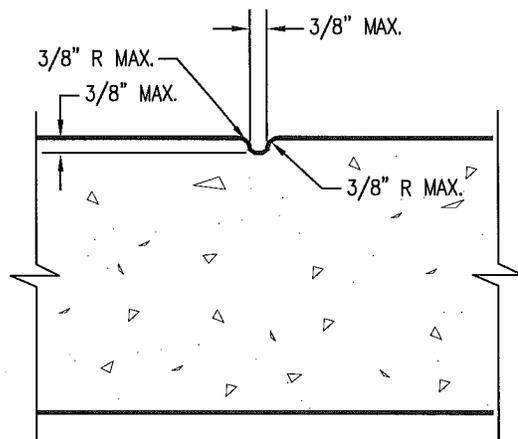
EXPANSION JOINT



SIDEWALK CONTACT JOINT
"COLD JOINT"



WEAKENED PLANE JOINT
"DEEP JOINT"



SCORE MARK
"DUMMY JOINT"



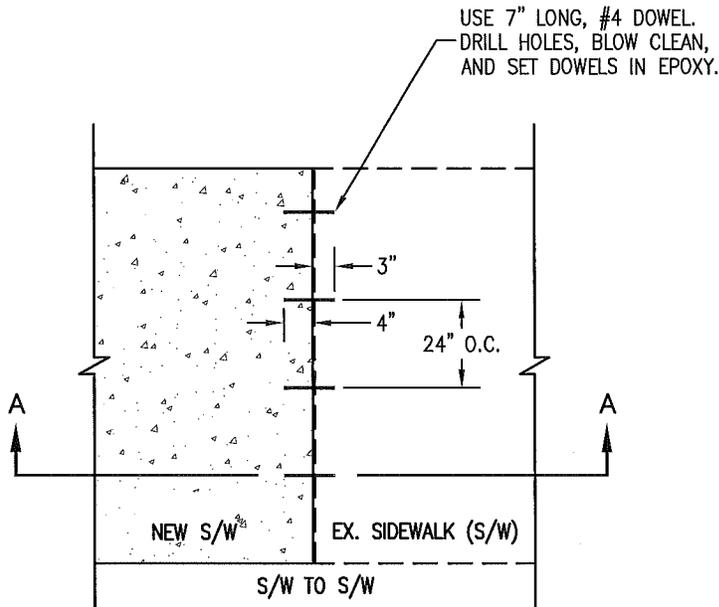
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CONCRETE JOINTS

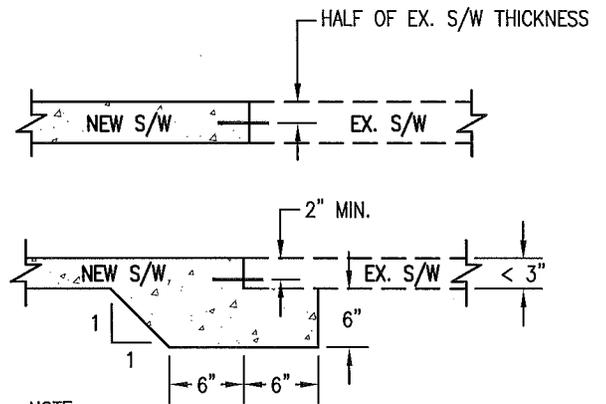
CITY OF SANTA CLARA

ST-17

PAGE: 17

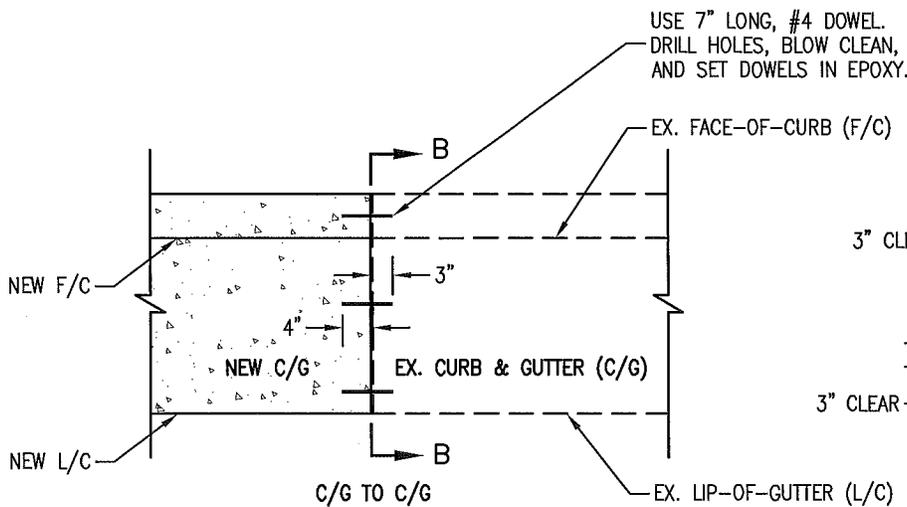


PLAN VIEW
NO SCALE

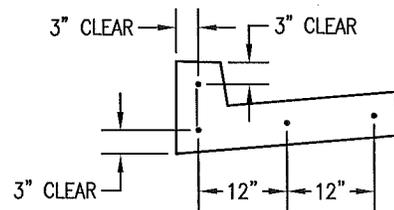


SECTION A-A
NO SCALE

SIDEWALK



PLAN VIEW
NO SCALE



SECTION B-B
NO SCALE

CURB & GUTTER

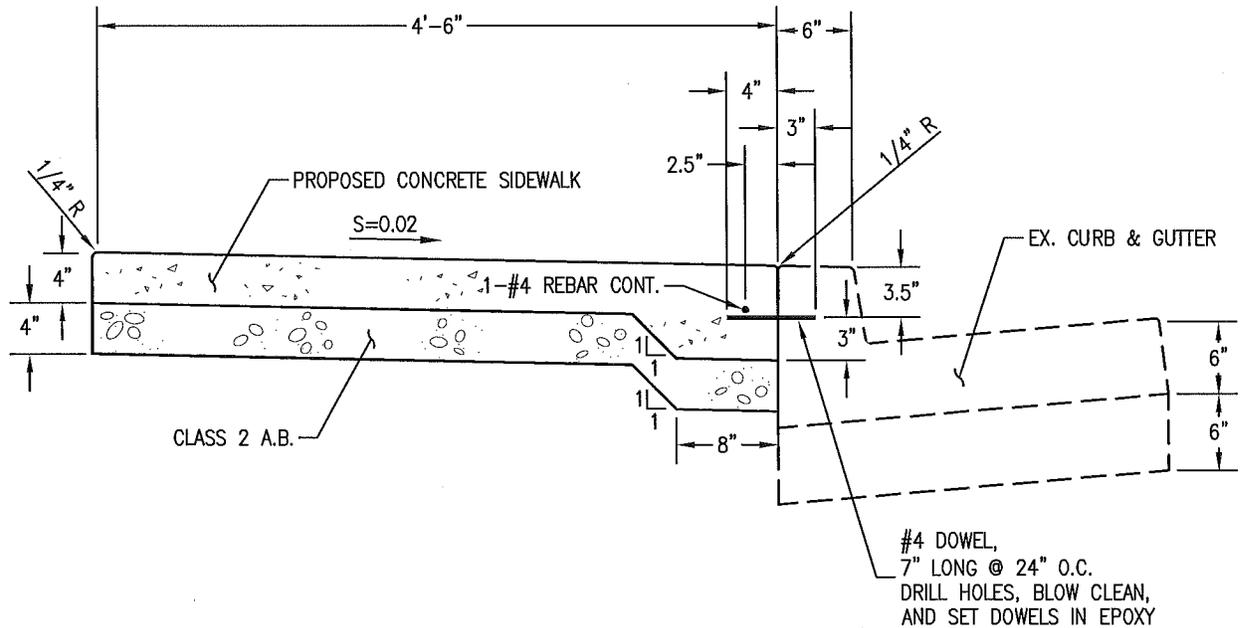


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DOWEL CONNECTIONS

CITY OF SANTA CLARA

ST-18



NOTES:

1. WHERE A NEW DRIVEWAY OCCURS, REPLACE EXISTING CURB AND GUTTER BETWEEN THE NEAREST JOINTS AND POUR CURB AND DRIVEWAY MONOLITHICALLY.
2. IF THE REAR FACE OF THE DRIVEWAY CURB DEPRESSION IS NOT AT LEAST 6 INCHES IN DEPTH, REMOVE AND REPLACE THE CURB DEPRESSION WITH A STANDARD MONOLITHIC DRIVEWAY.
3. WHERE IT BECOMES NECESSARY FOR ANY REASON TO REPLACE CURB AND/OR GUTTER, REPLACEMENT MUST BE MONOLITHIC.
4. IF TOP OF EXISTING CURB DOES NOT DRAIN TOWARDS THE STREET, REMOVE CURB AND GUTTER AND REPLACE WITH MONOLITHIC CURB, GUTTER, AND SIDEWALK.



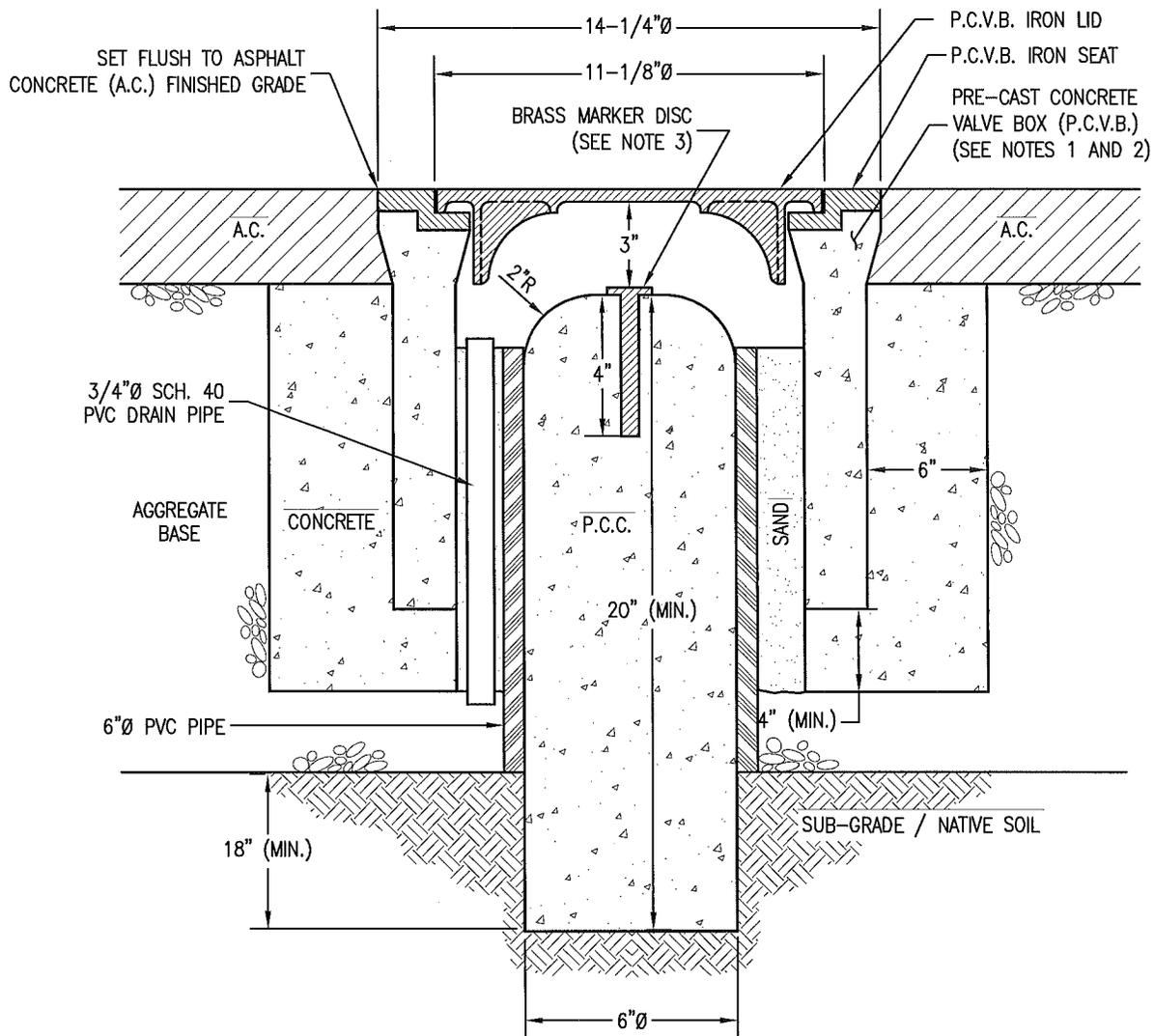
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**SIDEWALK TO CURB
 CONNECTION**

CITY OF SANTA CLARA

ST-19

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NOTES:

1. PRE-CAST BOX, SEAT, AND LID SHALL BE CHRISTY CONCRETE PRODUCT MODEL G5 TRAFFIC VALVE BOX OR APPROVED EQUAL.
2. SURFACE OF LID SHALL BE LABELED "MONUMENT" ENGRAVED IN 1" HIGH LETTERS.
3. BRASS MARKER DISC SHALL BE ENGRAVED WITH RESPONSIBLE LICENSED SURVEYOR OR CIVIL ENGINEER REGISTRATION NO. AND MONUMENT POINT PUNCHED.
4. CONCRETE SHALL BE CLASS "A".
5. PLACE CONCRETE FOR MONUMENT IN DRILLED HOLE.
6. LOCKING GRADE RINGS (NOT SHOWN) SHALL BE INSTALLED WITH 3/8"x1" NC BOLT AND JAM NUT (IN 3 PLACES) WHEN STREET IS RESURFACED TO BRING MONUMENT LID FLUSH WITH NEW FINISHED GRADE.

LOCKING GRADE RINGS	
CHRISTY NO.	DESCRIPTION
G5GR10	1" HIGH CAST IRON
G5GR15	1-1/2" HIGH CAST IRON
G5GR20	2" HIGH CAST IRON



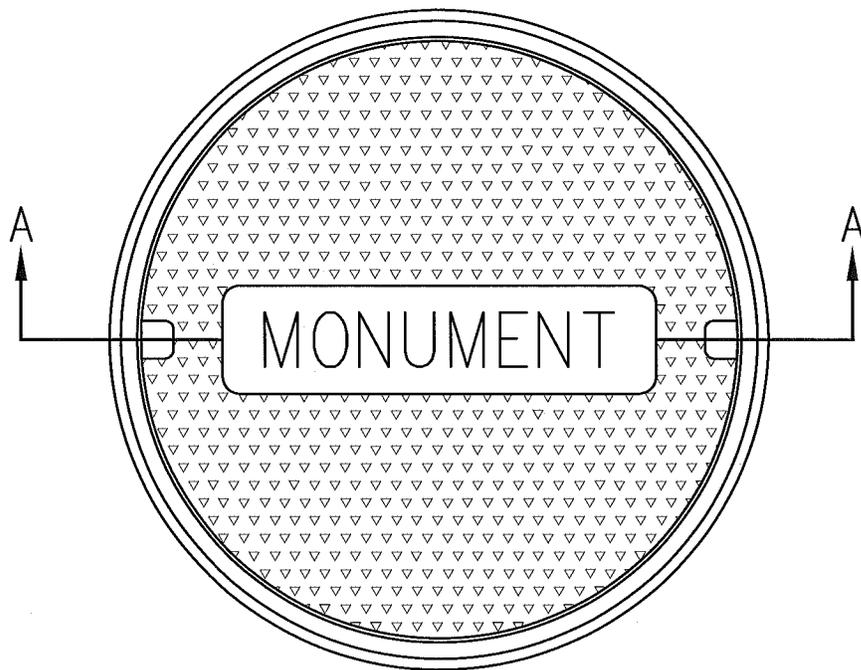
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MONUMENT

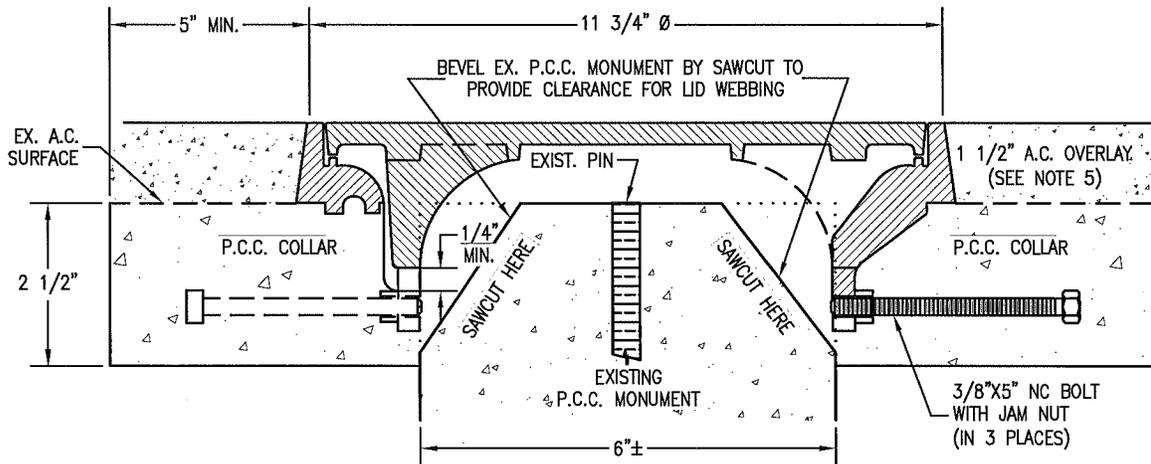
CITY OF SANTA CLARA

ST-20

PAGE: 20



TOP VIEW
NO SCALE



SECTION A-A
NO SCALE

NOTES:

1. WHERE AN EXISTING MONUMENT BOX CANNOT BE ADJUSTED TO GRADE WITH IRON EXTENSION RINGS, THE OLD BOX SHALL BE COMPLETELY REMOVED AND A NEW MONUMENT BOX INSTALLED. THIS ADJUSTMENT IS ALSO APPLICABLE TO MONUMENTS WHICH DO NOT HAVE MONUMENT BOXES.
2. MAINTAIN AT LEAST 1/4 INCH CLEARANCE BETWEEN LEGS OF THE NEW COVER AND THE CONCRETE COLLAR.
3. THE BEVELING OF THE EXISTING MONUMENT MUST BE SAW CUT. EXERCISE EXTREME CARE TO AVOID DAMAGE TO PIN.
4. ON STREETS WITH OVERLAY THICKNESS OF 2 1/2" OR 3", PROVIDE ADDITIONAL LOCKING GRADE RINGS COMBINED TO MATCH OVERLAY THICKNESS. ON STREETS WITH 2" OVERLAY, PROVIDE 2" GRADE RING. LOCKING GRADE RINGS AND COVER SHALL BE CHRISTY PRODUCTS FOR G5 TRAFFIC VALVE BOX OR APPROVED EQUAL (SEE DETAIL ST-20).
5. IF THE STABILITY OR LOCATION OF THE EXISTING MONUMENT IS AFFECTED BY THE SAWCUTTING, THE CONTRACTOR SHALL, AT HIS EXPENSE, FILE A CORNER RECORD WITH THE COUNTY SURVEYOR AND INSTALL A REPLACEMENT STANDARD MONUMENT.



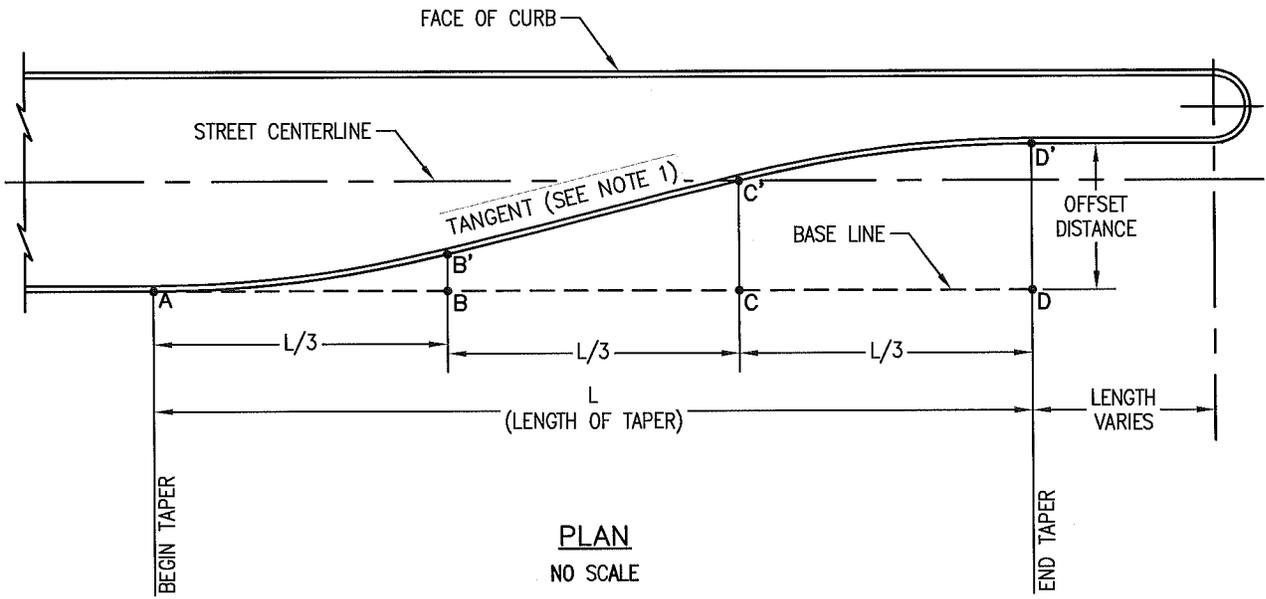
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SPECIAL MONUMENT BOX
ADJUSTMENT

CITY OF SANTA CLARA

ST-21

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LENGTH OF TAPER (FEET)			OFFSET DISTANCE (FEET)			
L=60'	L=90'	L=120'	DD'=10'	DD'=11'	DD'=12'	
DISTANCE FROM POINT "A"						
0	0	0	0	0	0	
5	7.5	10	0.16	0.17	0.19	
10	15.0	20	0.62	0.69	0.75	
15	22.5	30	1.41	1.55	1.69	
B'	20	30.0	40	2.50	2.75	3.00
	30	45.0	60	5.00	5.50	6.00
C'	40	60.0	80	7.50	8.25	9.00
	45	67.5	90	8.59	9.45	10.31
	50	75.0	100	9.38	10.31	11.25
	55	82.5	110	9.84	10.83	11.81
D'	60	90.0	120	10.00	11.00	12.00

NOTES:

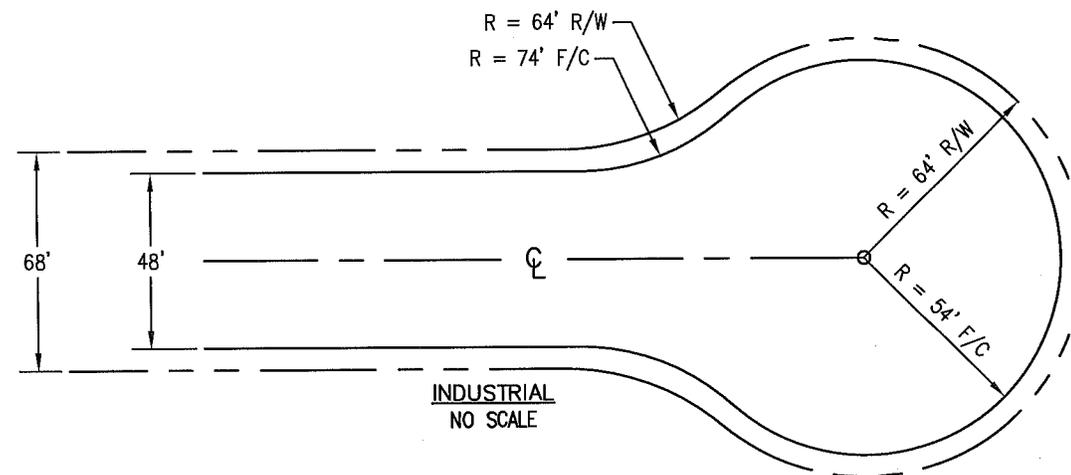
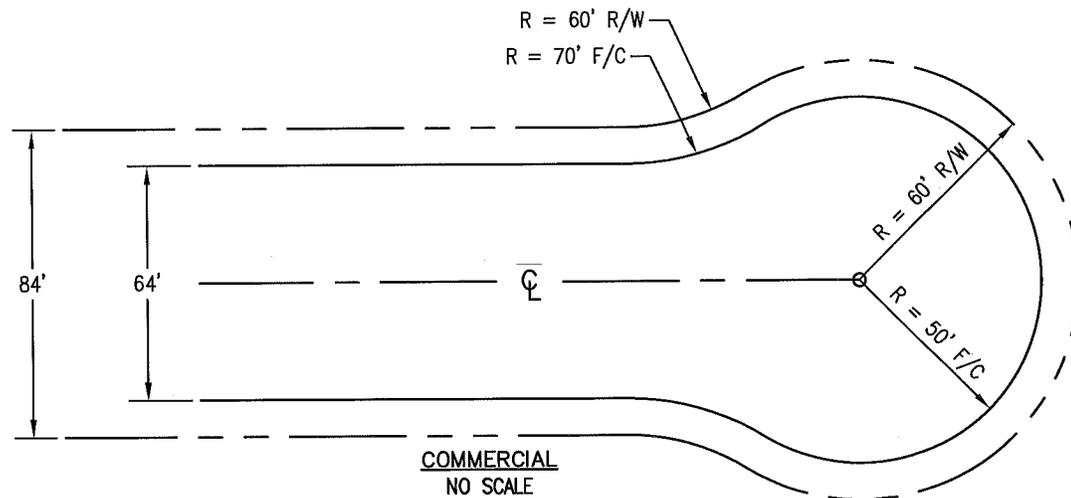
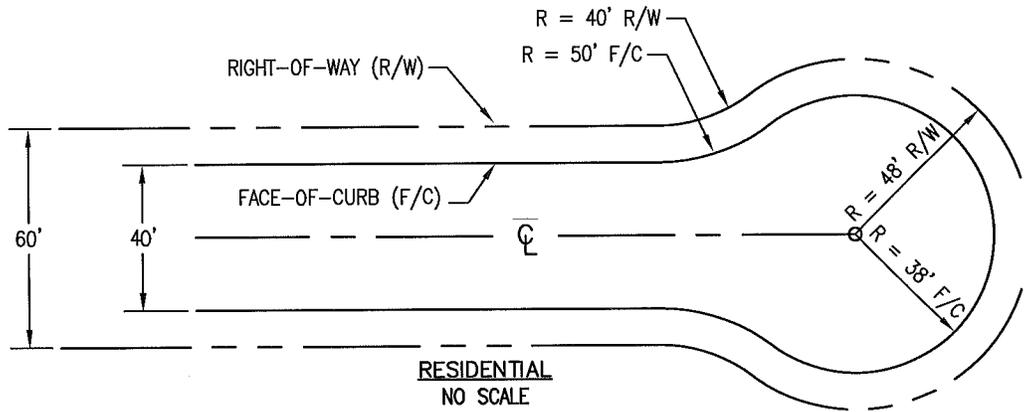
- WHERE STREET CENTERLINE IS A CURVE, NEITHER BASE LINE NOR TAPER BETWEEN B & C WILL BE A TANGENT. USE PROPORTIONAL OFFSETS FROM B TO C.
- L = AD = LENGTH OF TAPER
 AB = BC = CD = 1/3 L
 BB' = 1/3 CC' = 1/4 DD'
 AB' & C'D' ARE PARABOLIC CURVES



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MEDIAN ISLAND TAPER
 CITY OF SANTA CLARA

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NOTE: MINIMUM FRONTAGE ROAD WIDTH IS 36 FEET BETWEEN CURB FACES.



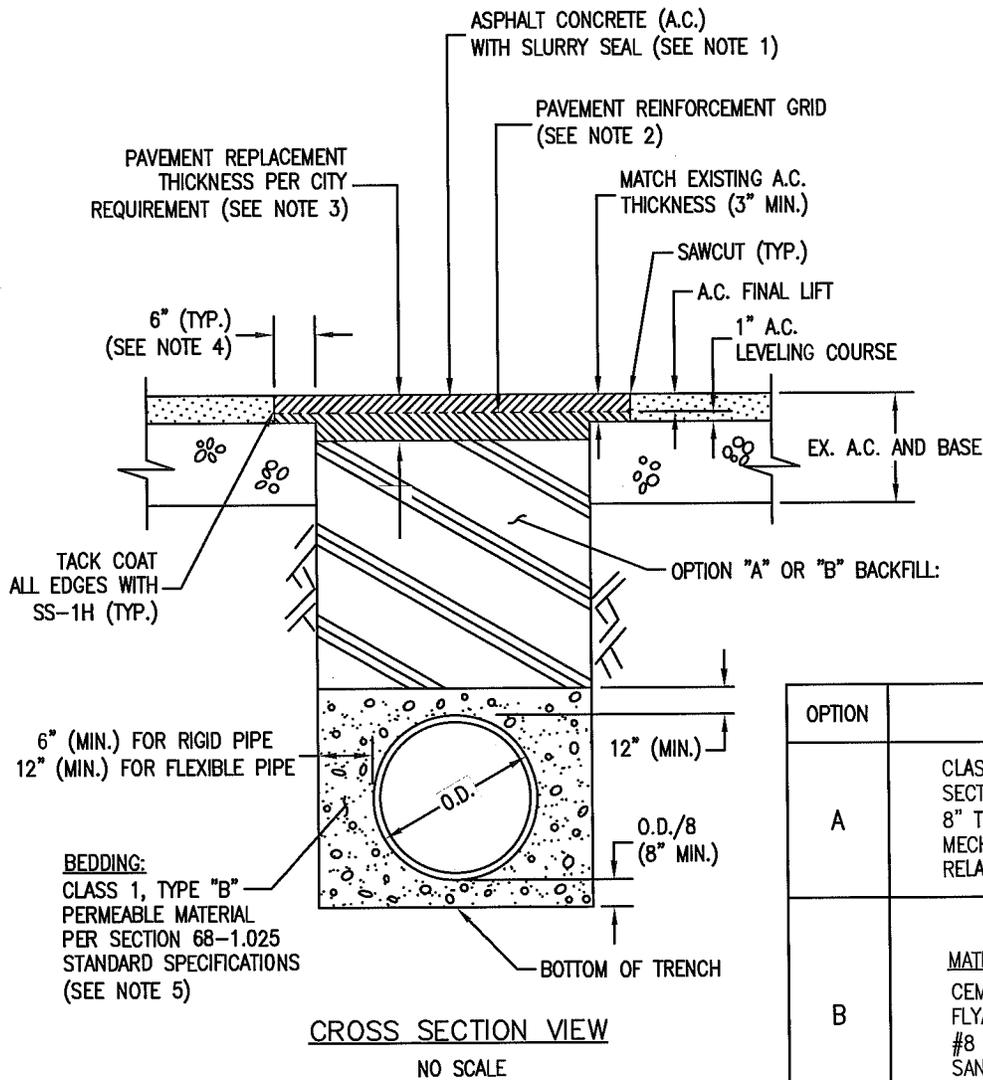
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DATE: OCTOBER 2013

CUL-DE-SAC

CITY OF SANTA CLARA

ST-23

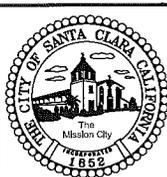
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OPTION	DESCRIPTION																
A	CLASS 2 AGGREGATE BASE (3/4") PER SECTION 26 OF CALTRANS SPECIFICATIONS. 8" THICK (MAX.) UNCOMPACTED LIFTS. MECHANICALLY COMPACT TO AT LEAST 95% RELATIVE COMPACTION.																
B	<p style="text-align: center;"><u>CONTROLLED DENSITY FILL (CDF)</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>MATERIAL</u></th> <th style="text-align: right;"><u>ABS. VOL.</u></th> </tr> </thead> <tbody> <tr> <td>CEMENT</td> <td style="text-align: right;">0.15</td> </tr> <tr> <td>FLYASH</td> <td style="text-align: right;">1.98</td> </tr> <tr> <td>#8 AGGREGATE</td> <td style="text-align: right;">8.97</td> </tr> <tr> <td>SAND</td> <td style="text-align: right;">8.27</td> </tr> <tr> <td>WATER</td> <td style="text-align: right;">6.02</td> </tr> <tr> <td>AIR</td> <td style="text-align: right;">1.61</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">27.00</td> </tr> </tbody> </table>	<u>MATERIAL</u>	<u>ABS. VOL.</u>	CEMENT	0.15	FLYASH	1.98	#8 AGGREGATE	8.97	SAND	8.27	WATER	6.02	AIR	1.61		27.00
<u>MATERIAL</u>	<u>ABS. VOL.</u>																
CEMENT	0.15																
FLYASH	1.98																
#8 AGGREGATE	8.97																
SAND	8.27																
WATER	6.02																
AIR	1.61																
	27.00																

NOTES:

1. SLURRY SEAL SHALL BE EXTENDED 12" BEYOND THE A.C. PAVEMENT REPLACEMENT LIMIT.
2. GLASGRID®8512 PAVEMENT REINFORCEMENT GRID (OR APPROVED EQUAL) SHALL BE INSTALLED (FULL WIDTH & LENGTH OF TRENCH) IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION FOR TRENCH IN STREETS LISTED IN DETAIL ST-26.
3. A.C. PAVEMENT REPLACEMENT SHALL BE FULL DEPTH A.C. WITH THICKNESS PER CITY REQUIREMENT. SEE DETAIL ST-26 FOR TRENCH PAVEMENT THICKNESS REQUIREMENTS OF A PARTICULAR STREET.
4. THE 6" BENCH SECTION FOR A.C. SHALL BE CUT AND REMOVED IMMEDIATELY PRIOR TO FINISH PAVING OPERATIONS.
5. BEDDING MATERIAL SHALL CONSIST ENTIRELY OF CRUSHED, ANGULAR ROCK (NO ROUNDED PEA GRAVEL ALLOWED) FOR FLEXIBLE PIPE. FOR WATER MAINS AND LATERALS, BEDDING SHALL BE SAND. MATERIAL SHALL BE INSTALLED IN MAX. 8" LIFTS AND COMPACTED WITH VIBRATORY COMPACTOR.



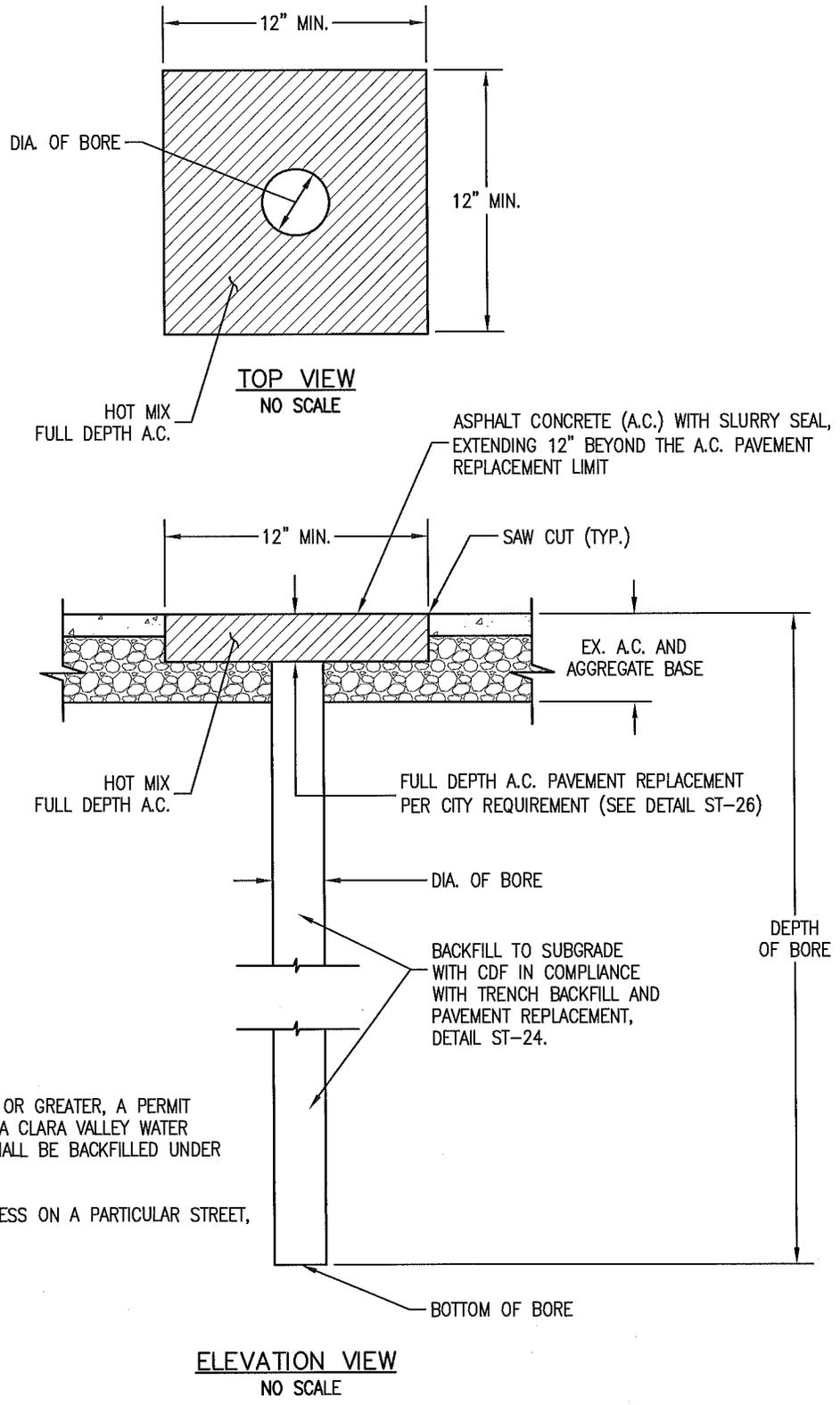
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 DATE: OCTOBER 2013

**TRENCH BACKFILL AND
PAVEMENT REPLACEMENT**

CITY OF SANTA CLARA

ST-24

PAGE: 24



NOTES:

1. IF DEPTH OF BORE IS 45 FEET OR GREATER, A PERMIT SHALL BE OBTAINED FROM SANTA CLARA VALLEY WATER DISTRICT (SCVWD) AND BORE SHALL BE BACKFILLED UNDER SCVWD INSPECTION.
2. FOR THE REQUIRED A.C. THICKNESS ON A PARTICULAR STREET, SEE DETAIL ST-26.



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SOIL BORING BACKFILL AND PAVEMENT REPLACEMENT
 CITY OF SANTA CLARA

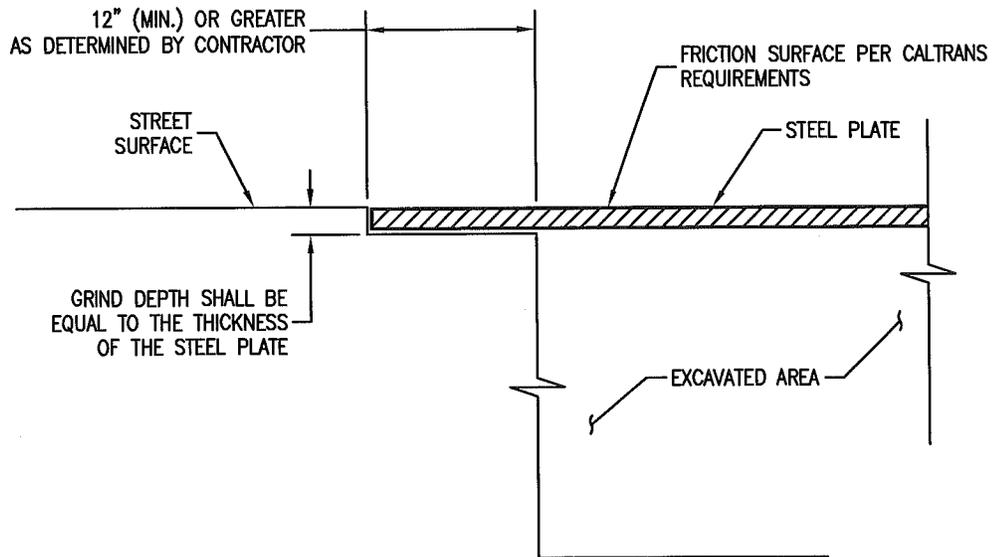
ST-25
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**STREETS REQUIRING 10 INCHES OF ASPHALT CONCRETE
FOR PAVEMENT RESTORATION**

Agnew Road
 Bassett Street
 Benton Street (Lincoln to West City Limits)
 Betsy Ross Drive
 Bowers Avenue
 Bunker Hill Lane
 Calle de Luna
 Calle del Mundo
 Calle del Sol
 De La Cruz Boulevard
 Democracy Way
 Freedom Circle
 Great America Parkway
 Homestead Road
 Hope Drive
 Juliette Lane
 Kiely Boulevard
 Kifer Road
 Lafayette Street
 Laurelwood Road
 Lick Mill Boulevard
 Martin Avenue
 Mission College Boulevard
 Monroe Street
 Norman Avenue
 Old Ironsides Drive
 Old Mountain View-Alviso Road
 Patrick Henry Drive
 Pruneridge Avenue
 Russell Avenue
 Saratoga Avenue
 Scott Boulevard
 Stevens Creek Boulevard
 Tasman Drive
 Thomas Road
 Walsh Avenue
 Washington Street (South of Poplar)
 Winchester Boulevard
 Yerba Buena Way

NOTE: All streets, other than the streets listed above,
 require 8 inches of asphalt concrete for pavement
 restoration.

	DRAWN BY: K. TRAN	ASPHALT CONCRETE PAVEMENT THICKNESS REQUIREMENTS	ST-26
	CHECKED BY: F. AMIN		
	APPROVED BY: G. GOMEZ		
DATE: OCTOBER 2013	CITY OF SANTA CLARA	PAGE: 26	



CROSS SECTION VIEW

NO SCALE

NOTES:

1. THE PLATE BENCHING DETAIL (SHOWN ABOVE) SHALL BE USED ON STREETS WITH A POSTED SPEED LIMIT OF 35 MPH OR HIGHER.
2. NAILS, COLD PATCH ASPHALT, ETC., MAY BE USED TO HOLD THE STEEL PLATE IN PLACE, SUBJECT TO THE APPROVAL OF THE CITY ENGINEER OR DESIGNEE.
3. IF THE GAP BETWEEN THE STREET SURFACE AND THE STEEL PLATE EXCEEDS 1 INCH, THE GAP SHALL BE FILLED WITH COLD PATCH ASPHALT.
4. THE EXCAVATION AREA SHALL BE BACKFILLED, AND THE PAVEMENT SHALL BE RESTORED WITHIN 5 WORKING DAYS OF THE COMPLETION OF THE PERMITTED WORK.



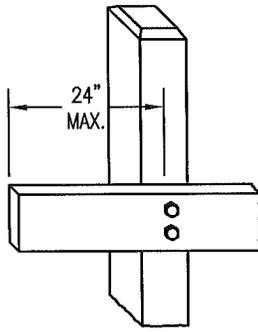
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 DATE: OCTOBER 2013

STEEL PLATE BENCHING

CITY OF SANTA CLARA

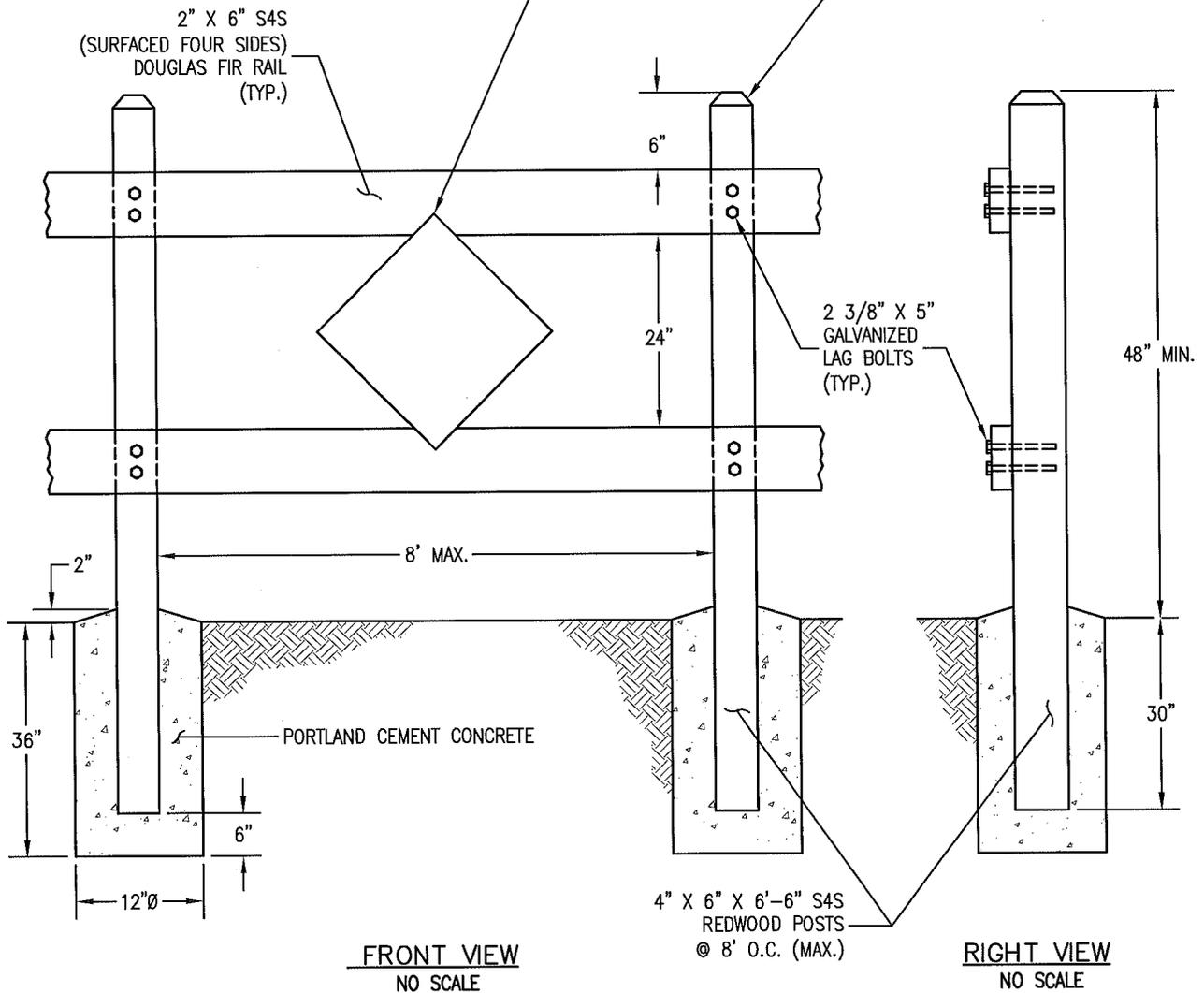
ST-27

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GUARD RAIL OVERHANG DETAIL
NO SCALE

24" X 24" REFLECTORIZED SIGN SHALL BE NO. 2271 YELLOW SCOTCHLITE OR APPROVED EQUAL ON .080 ALUMINUM SECURELY ATTACHED AS SHOWN (1 REQUIRED AT MIDPOINT OF EACH SECTION)



NOTES:

1. GUARD RAILS AND POSTS SHALL BE PAINTED WITH TWO (2) COATS OF EXTERIOR WHITE WOOD PAINT.
2. BARRICADE SHALL EXTEND 2' BEYOND FACE OF CURB.



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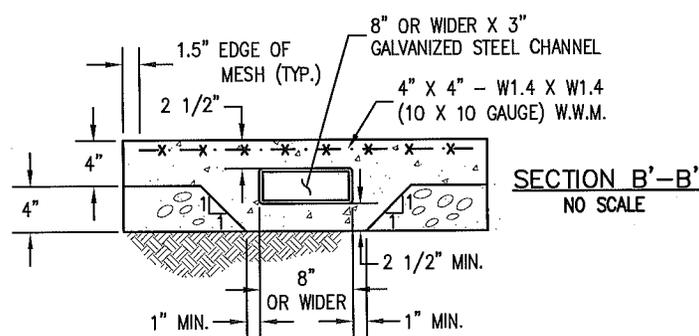
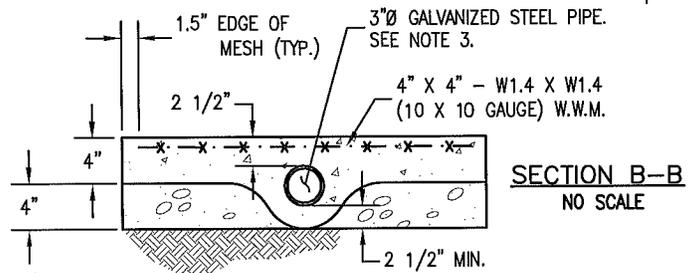
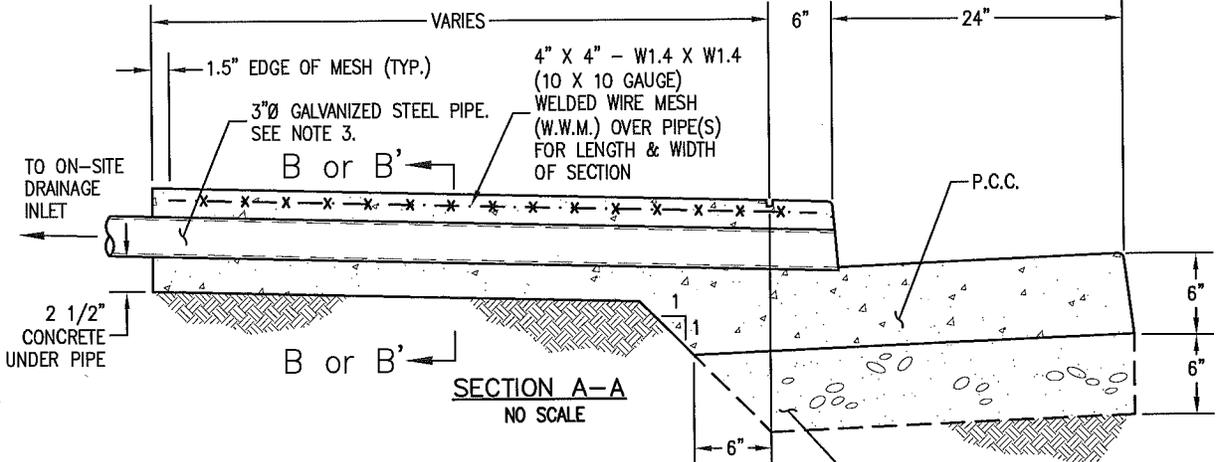
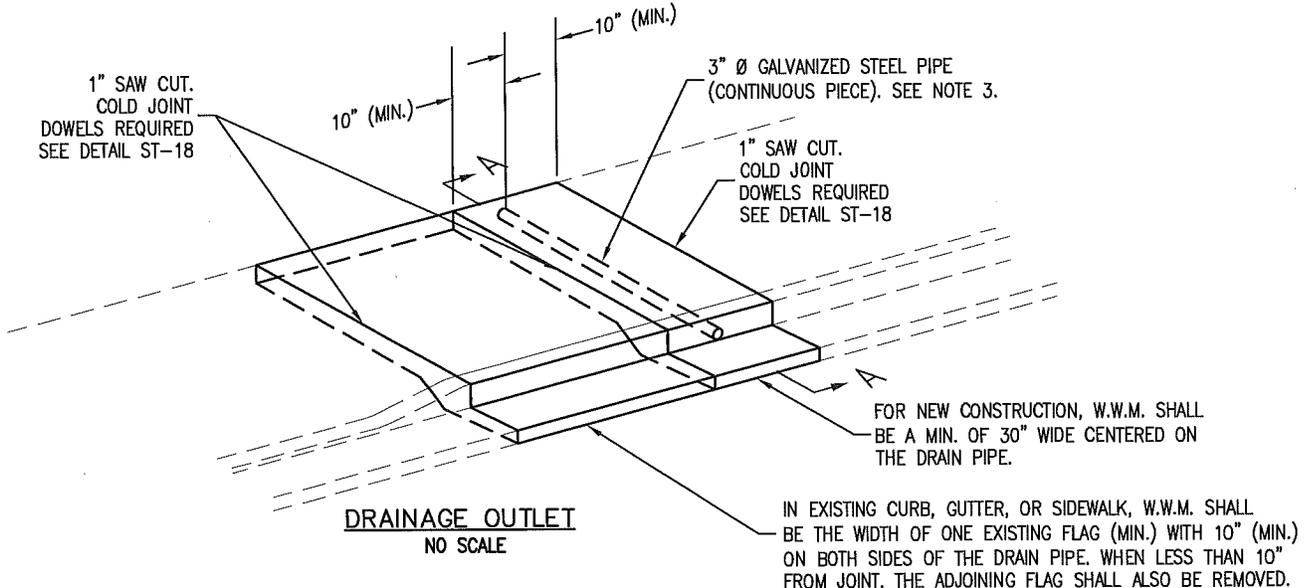
STREET BARRICADE
 CITY OF SANTA CLARA

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Department of Public Works
City of Santa Clara, CA

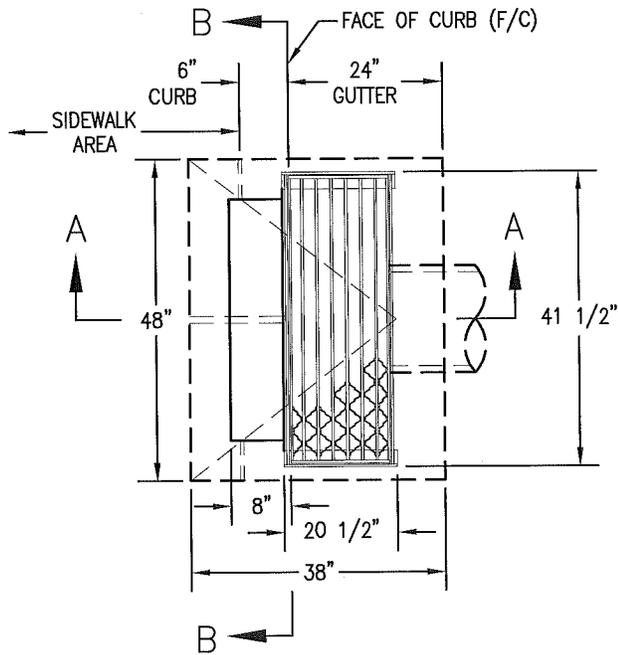
STANDARD DETAILS

STORM DRAIN SECTION DETAILS SD-1 TO SD-8



- NOTES:**
1. STEEL PIPE OR CHANNEL SHALL BE ONE CONTINUOUS LENGTH FROM PROPERTY LINE TO CURB FACE.
 2. WHERE TWO PIPES ARE ALLOWED, PIPE SPACING SHALL MAINTAIN A MINIMUM CLEAR DISTANCE OF TWO (2) INCHES.
 3. WHERE THREE OR MORE PIPES ARE REQUIRED, A RECTANGULAR 8" OR WIDER X 3" GALVANIZED STEEL CHANNEL SHALL BE USED, AND SHALL MAINTAIN THE MINIMUM CLEAR DISTANCES. SEE SECTION B'-B'.
 4. CURB FACE DRAIN OUTLET MAY BE USED ONLY AT LOCATIONS APPROVED BY THE CITY ENGINEER.

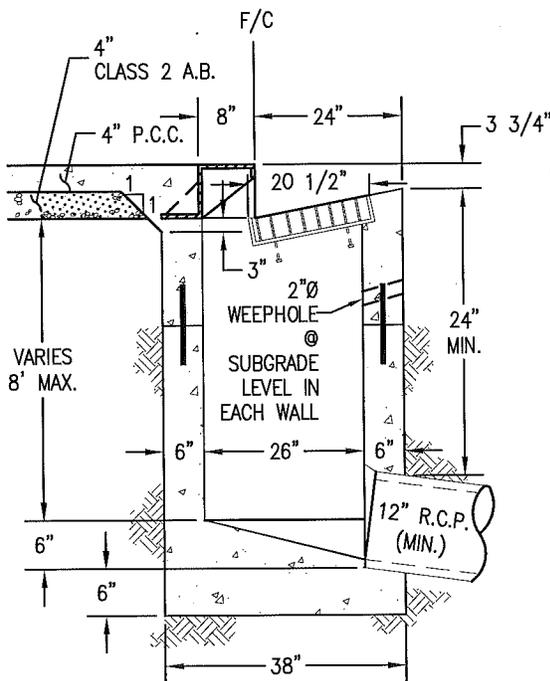
	DRAWN BY: K. TRAN	CURB FACE DRAINAGE OUTLET	SD-1
	CHECKED BY: F. AMIN		
	APPROVED BY: G. GOMEZ		
	DATE: OCTOBER 2013		
CITY OF SANTA CLARA		PAGE: 29	



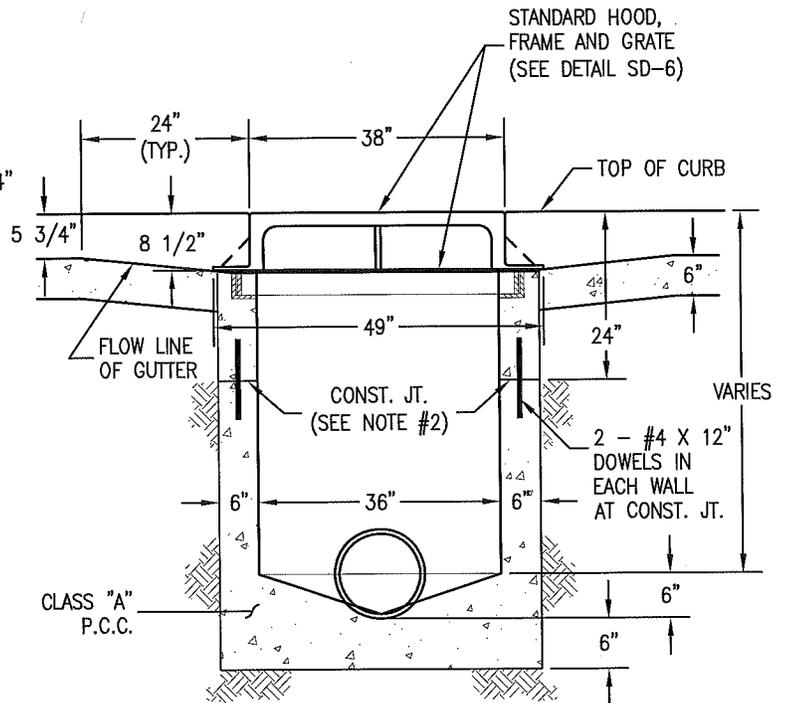
PLAN VIEW
NO SCALE

NOTES:

1. PRECAST CONCRETE CATCH BASIN (C.B.) MAY BE USED SUBJECT TO WRITTEN APPROVAL OF THE CITY ENGINEER.
2. C.B. WALLS MAY BE POURED TO AN ELEVATION NOT LESS THAN 2'-0" BELOW TOP OF CURB. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FRAME IN AND POUR THE UPPER 2'-0" OF THE C.B. MONOLITHICALLY WITH CURB AND GUTTER.
3. WHEN CURB AND SIDEWALK ARE NOT POURED MONOLITHICALLY, CONCRETE CURB POUR SHALL ALSO ENCASE SIDES AND BACK OF HOOD A MINIMUM OF 12" WIDE AND 12" DEEP. SAID ENCASEMENT SHALL BE POURED IN FORM TO PROVIDE STRAIGHT EDGES.



SECTION A-A
NO SCALE



SECTION B-B
NO SCALE



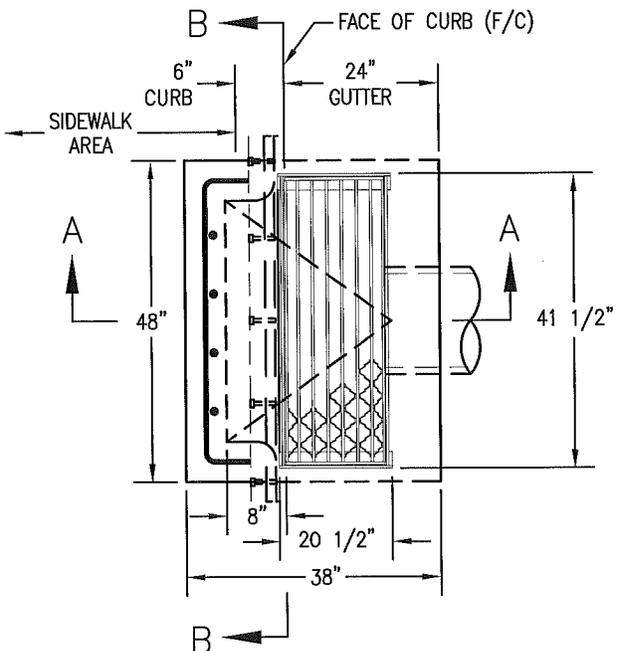
DRAWN BY: K. TRAN
 CHECKED BY: F. AMIN
 APPROVED BY: G. GOMEZ
 DATE: OCTOBER 2013

CURB INLET CATCH BASIN

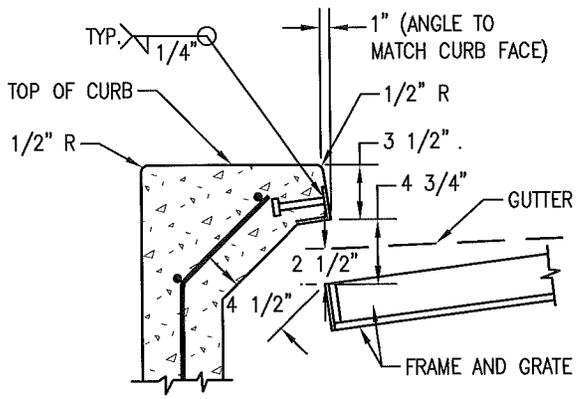
CITY OF SANTA CLARA

SD-2

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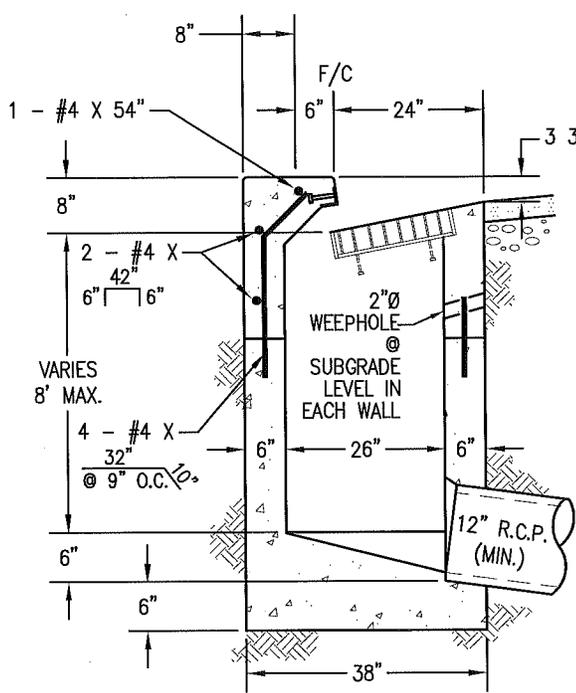
PLAN VIEW
NO SCALE



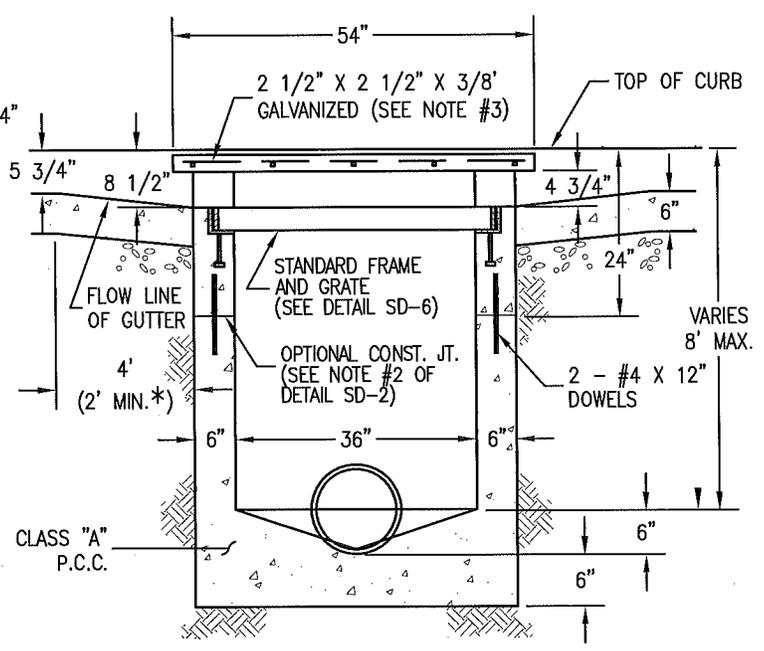
FACE ANGLE ANCHOR DETAIL
NO SCALE

NOTES:

1. FOR APPLICABLE GENERAL NOTES SEE DETAIL SD-2.
2. TYPE "A" CATCH BASIN MAY BE USED ONLY IF WRITTEN APPROVAL IS GRANTED BY THE CITY ENGINEER.
3. WHERE CATCH BASIN IS LOCATED IN CURB RETURN WITH RADIUS < 20', NOTCH AND BEND ANGLE IRON TO MATCH FACE OF CURB.
4. * = DIMENSIONS WITHIN CURB RETURNS.

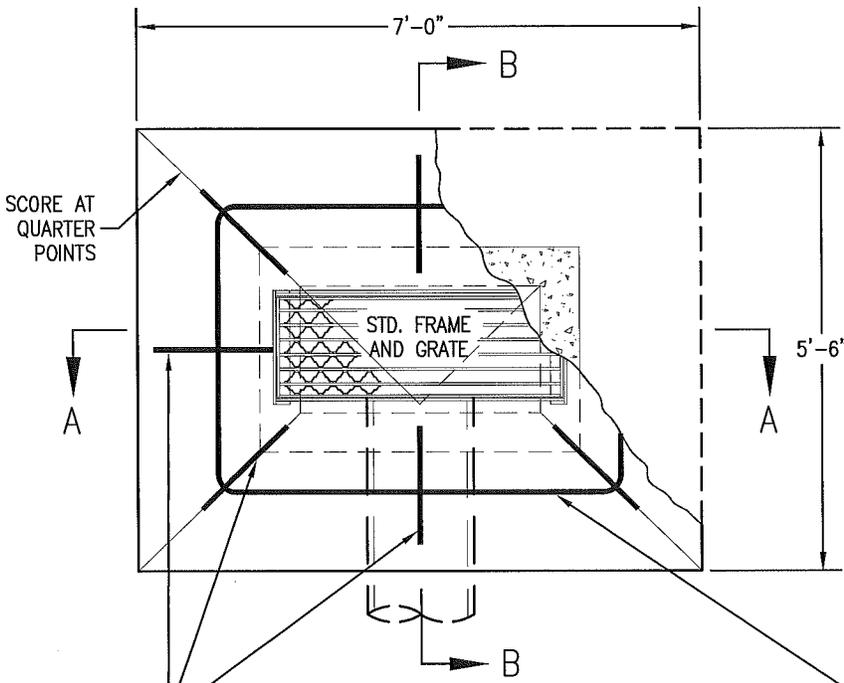


SECTION A-A
NO SCALE



SECTION B-B
NO SCALE

	DRAWN BY: K. TRAN	TYPE "A" CURB INLET CATCH BASIN	SD-3
	CHECKED BY: F. AMIN		
	APPROVED BY: G. GOMEZ		
	DATE: OCTOBER 2013		
CITY OF SANTA CLARA		PAGE: 31	



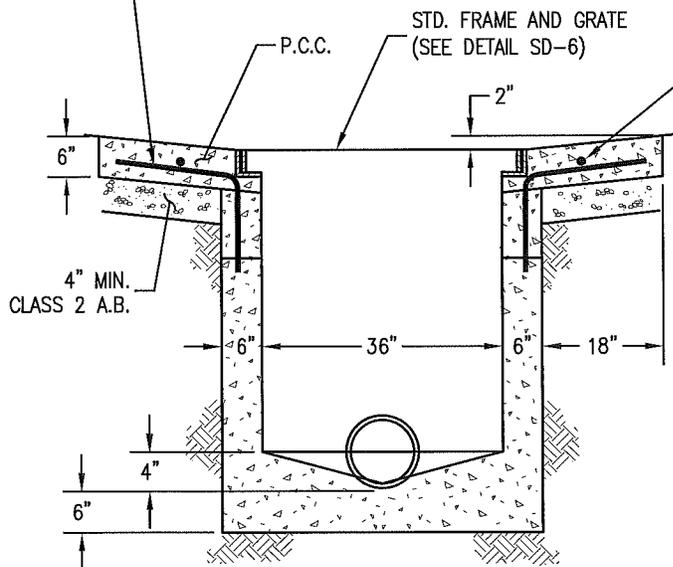
NOTES:

1. WHERE VALLEY GUTTER MEETS INLET APRON, SHAPE APRON TO CONFORM TO VALLEY GUTTER.
2. PRECAST INLETS MAY BE USED SUBJECT TO WRITTEN APPROVAL OF THE CITY ENGINEER.

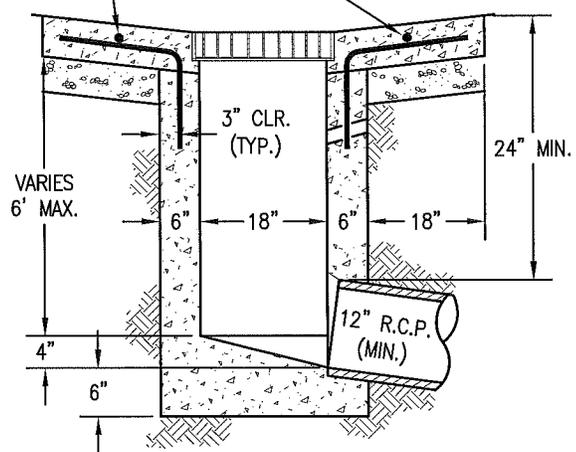
PLACE 8 - #4 X 18"
REBARS SYMMETRICALLY

PLAN VIEW
NO SCALE

1 - #4 X 43"
REBAR WHERE SHOWN



SECTION A-A
NO SCALE



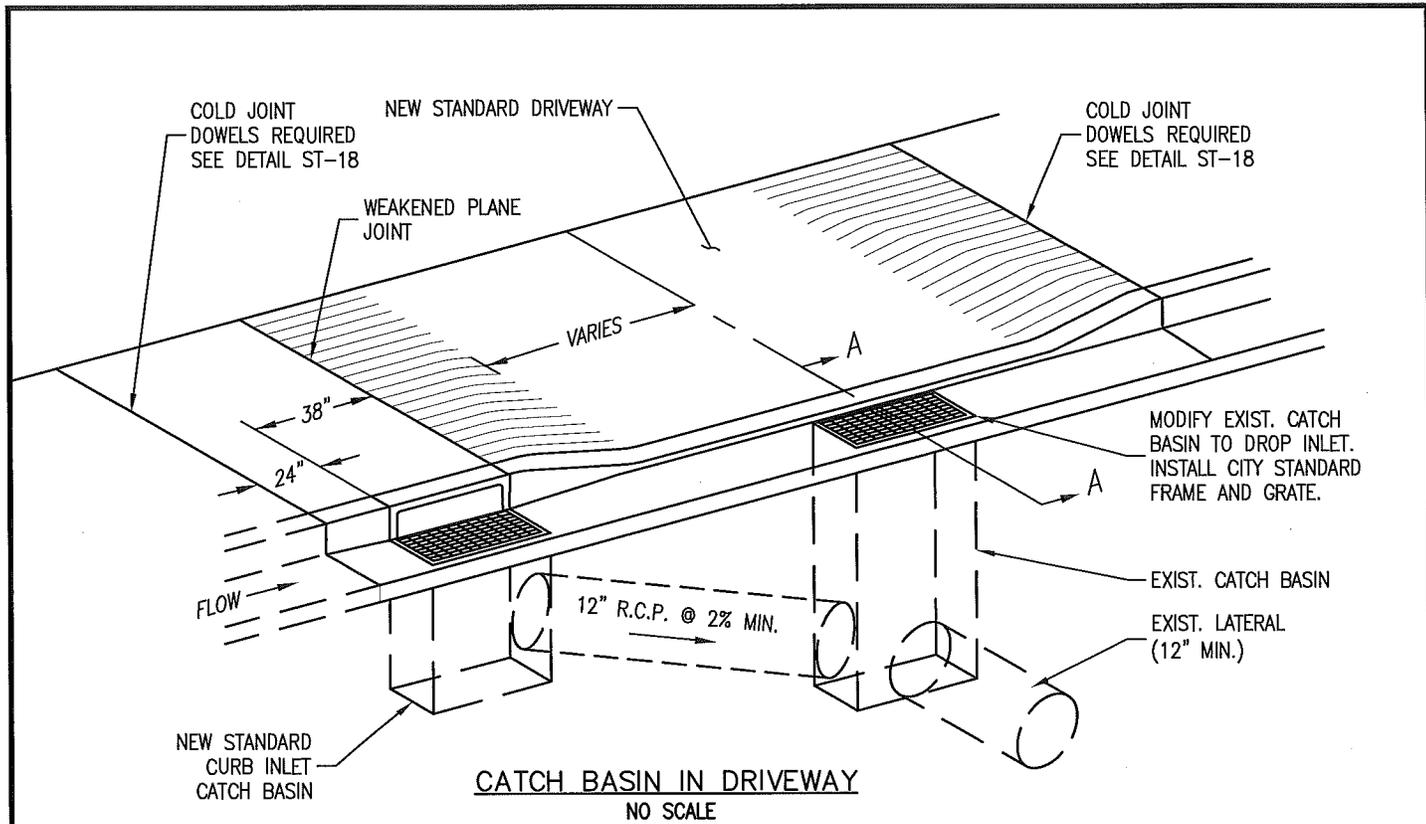
SECTION B-B
NO SCALE



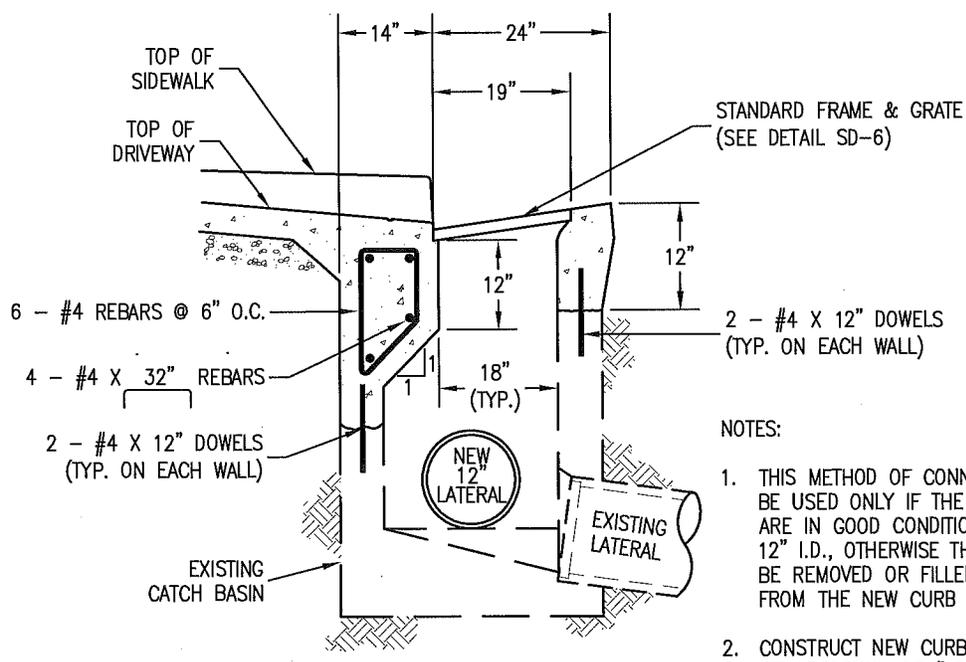
DRAWN BY: K. TRAN
 CHECKED BY: F. AMIN
 APPROVED BY: G. GOMEZ
 DATE: OCTOBER 2013

DROP INLET CATCH BASIN
 CITY OF SANTA CLARA

SD-4
 DATE: 32

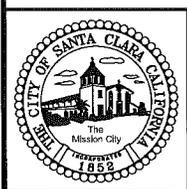


CATCH BASIN IN DRIVEWAY
NO SCALE



SECTION A-A
NO SCALE

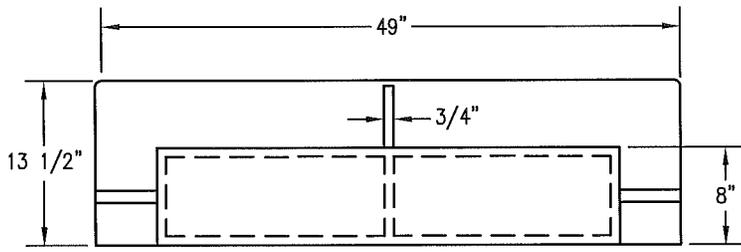
- NOTES:
1. THIS METHOD OF CONNECTING A NEW CURB INLET IS TO BE USED ONLY IF THE EXISTING CATCH BASIN AND LATERAL ARE IN GOOD CONDITION AND THE LATERAL IS AT LEAST 12" I.D., OTHERWISE THE EXISTING CATCH BASIN SHALL BE REMOVED OR FILLED IN AND A NEW LATERAL INSTALLED FROM THE NEW CURB INLET TO THE NEAREST MANHOLE.
 2. CONSTRUCT NEW CURB INLET ON THE UPSTREAM SIDE OF NEW DRIVEWAY OR "LONGER UPSTREAM RUN" SIDE OF DRIVEWAY IF ORIGINAL CATCH BASIN IS CONSTRUCTED AT A LOW POINT.



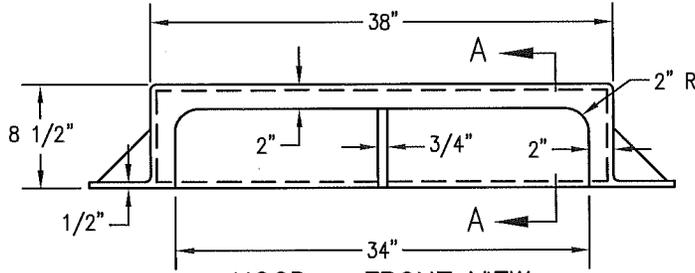
DRAWN BY: K. TRAN
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 APPROVED BY: G. GOMEZ
 DATE: OCTOBER 2013

**ADAPTION FOR EXISTING
 CATCH BASIN IN NEW DRIVEWAY**
 CITY OF SANTA CLARA

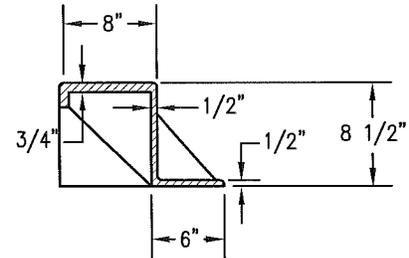
SD-5
 DATE: 33



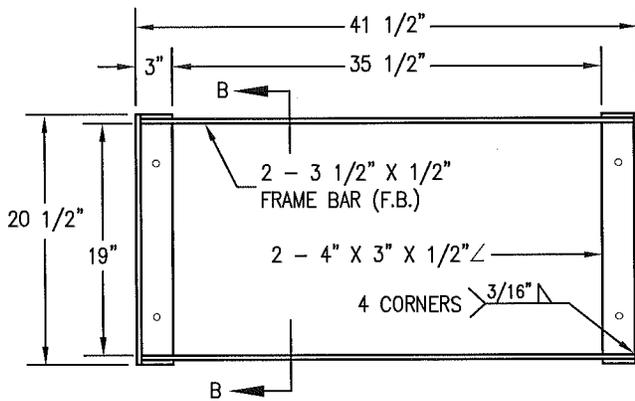
HOOD - PLAN VIEW
NO SCALE



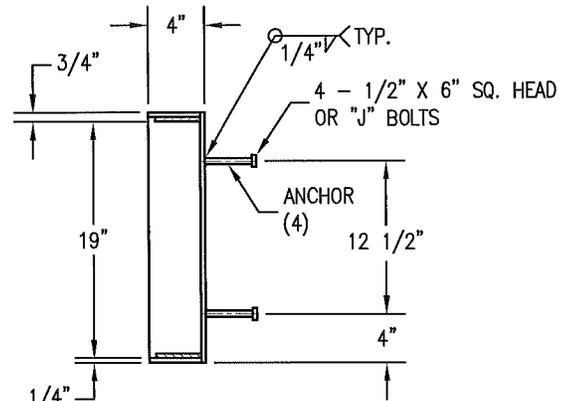
HOOD - FRONT VIEW
NO SCALE



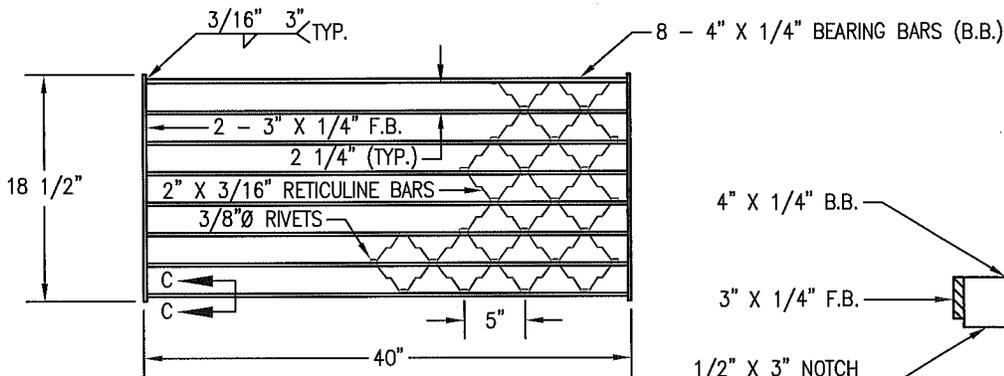
SECTION A-A
NO SCALE



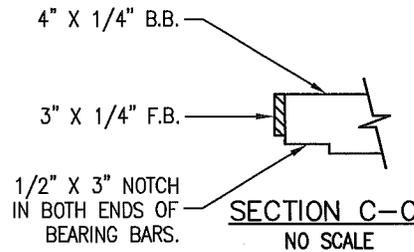
FRAME - PLAN VIEW
NO SCALE



SECTION B-B
NO SCALE



GRATE - PLAN VIEW
NO SCALE



SECTION C-C
NO SCALE

- NOTES:**
1. HOOD SHALL BE CAST IRON AND BE EQUAL TO SOUTH BAY FOUNDRY SBF 1902. WEIGHT OF HOOD = 175 LBS (APPROX.)
 2. CASTING SHALL BE GIVEN A HOT ASPHALT DIP.
 3. FRAME & GRATE SHALL BE EQUAL TO METALFAB M-1001.
 4. MATERIAL SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
 5. WEIGHT OF FRAME = 80 LBS. (TYP.)
WEIGHT OF GRATE = 130 LBS. (TYP.)



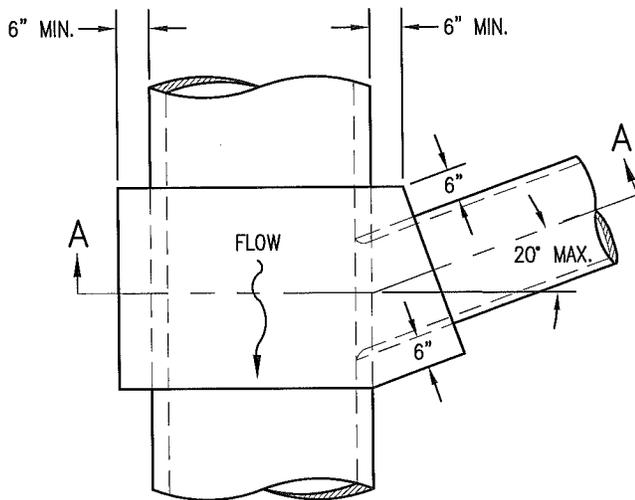
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**CATCH BASIN HOOD,
 FRAME AND GRATE**

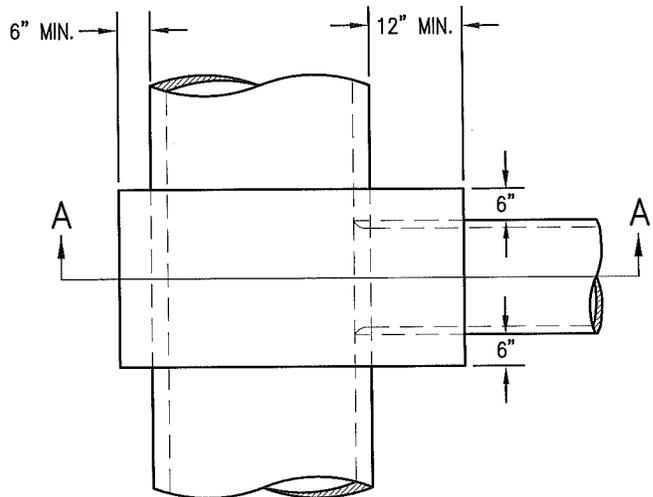
CITY OF SANTA CLARA

SD-6

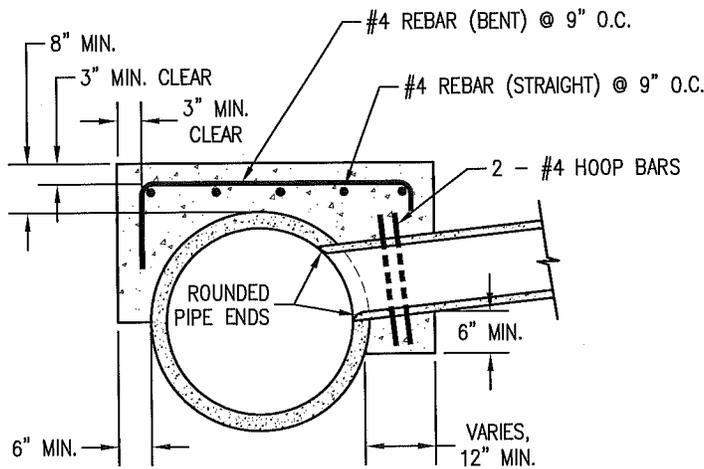
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SKewed CONNECTION
PLAN VIEW
 NO SCALE



PERPENDICULAR CONNECTION
PLAN VIEW
 NO SCALE



SECTION A-A
 NO SCALE

NOTES:

1. CONCRETE LUG CONNECTION MAY BE USED ONLY AT LOCATIONS APPROVED BY THE CITY ENGINEER.
2. THE LARGER PIPE SHALL NOT BE LESS THAN 48" I.D.
3. THE SMALLER PIPE SHALL NOT BE LESS THAN 12" I.D. OR MORE THAN 15" I.D.
4. INVERT OF SMALLER PIPE SHALL NOT BE LOWER THAN MID-HEIGHT OF LARGER PIPE.
5. THE END OF THE CONNECTING PIPE SHALL NOT PROJECT INTO THE WATERWAY OF THE LARGER PIPE.
6. CONCRETE SHALL BE CLASS "A".



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CONCRETE LUG

CITY OF SANTA CLARA

SD-7

PAGE: 35

CONNECTION TO PUBLIC STORM DRAIN SYSTEM

CASE A: CONNECTION TO MAINS LESS THAN 48" IN DIAMETER

1. Lateral connection shall require a manhole.
2. Lateral diameter shall be 12" or greater. A lateral diameter greater than 50% of the main diameter or greater than 18" shall require the review and approval of the City Engineer.
3. An accessible cleanout structure at the property line is NOT required.
4. A lateral that connects directly from an on-site collection system to a City manhole, shall be maintained by the owner of the serviced property.

CASE B: CONNECTION TO MAINS 48" IN DIAMETER OR GREATER

1. Lateral connection shall require a junction structure designed by a registered Civil Engineer.
2. Lateral diameter shall be 12" or greater. A lateral diameter greater than 50% of the main diameter or greater than 18" shall require the review and approval of the City Engineer.
3. An accessible cleanout structure at the property line is NOT required.
4. A lateral that connects directly from an on-site collection system to a City junction box, shall be maintained by the owner of the serviced property.

CASE C: CONNECTION OF PRIVATE PIPE SYSTEM TO STREET CATCH BASIN

1. Pipe connection shall be made at the back of the existing catch basin.
2. Pipe diameter shall not be less than 4" nor greater than 12".
3. Cleanout structure at the property line is NOT required.
4. Pipe from site to the catch basin shall be maintained by the owner of the serviced property.

CASE D: CURB FACE DRAINAGE OUTLET

1. A "Curb Face Drainage Outlet" (see Standard Details SD-1) may be used only at locations approved by the City Engineer.
2. The pipe shall be 3"-diameter galvanized steel.
3. The channel shall be 8" or wider by 3" high galvanized steel.
4. A cleanout structure at the property line is NOT required.
5. The "Curb Face Drainage Outlet" shall be maintained by the owner of the serviced property.

NOTE: Backflow preventive devices may be required by the City Engineer when it is determined that the potential for flooding due to the surcharge of the storm drainage system exists. These devices shall be located within the private property (outside the public right-of-way and City easements) and shall be maintained by the owner of the serviced property (see Design Criteria).



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CONNECTION TO
PUBLIC STORM DRAIN SYSTEM

SD-8

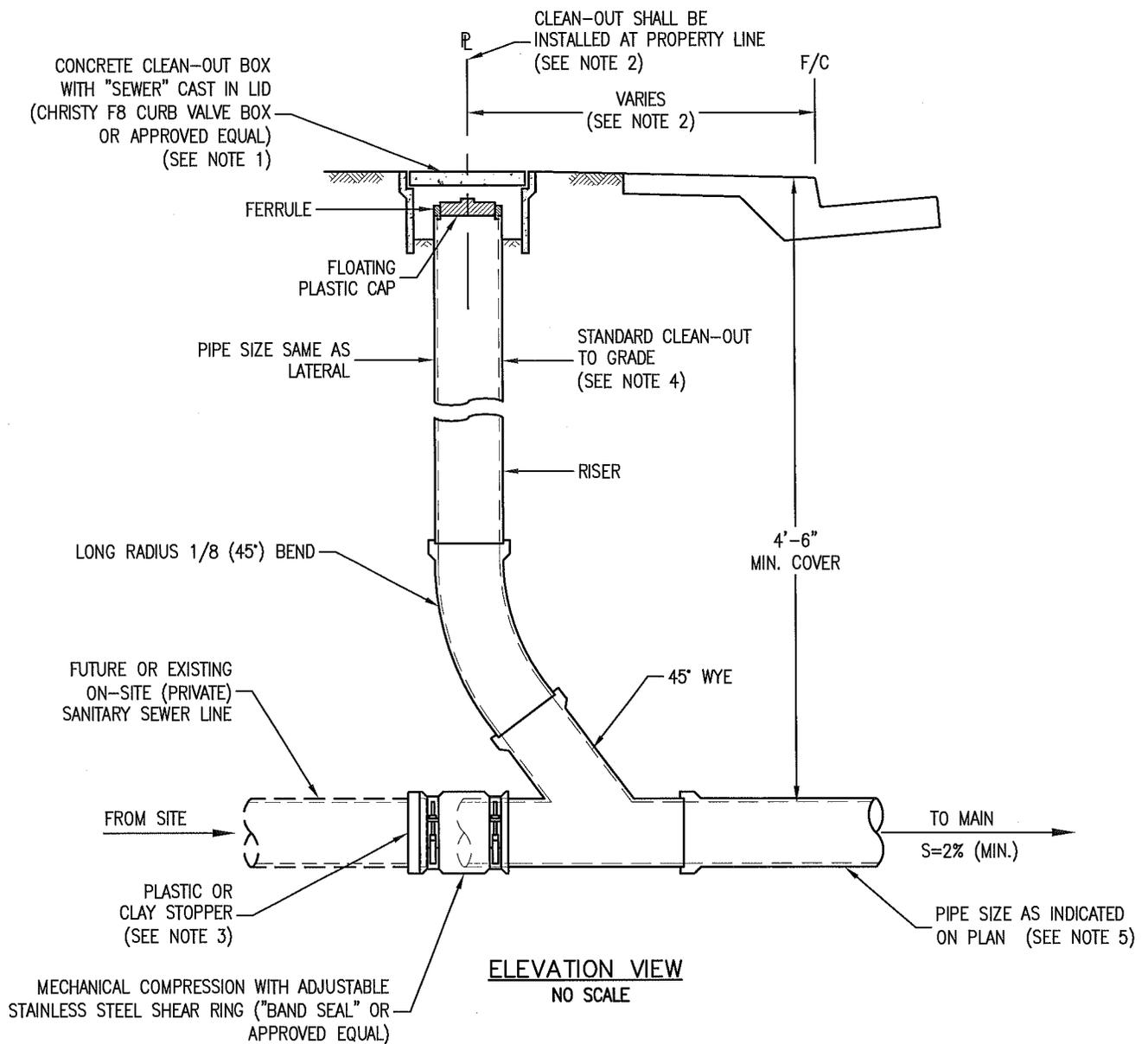
CITY OF SANTA CLARA

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Department of Public Works
City of Santa Clara, CA

STANDARD DETAILS

SANITARY SEWER SECTION DETAILS SS-1 TO SS-6



NOTES:

1. IF CLEAN-OUT IS INSTALLED IN DRIVEWAY OR FOR 6" LATERALS, USE CHRISTY G5 TRAFFIC VALVE BOX WITH "SEWER" CAST IN LID (OR APPROVED EQUAL). BOX SHALL HAVE A CONCRETE COLLAR. (SEE DETAIL DS-6 FOR DETAILS OF CONCRETE COLLAR)
2. WHEN PROPERTY LINE IS AT BACK OF WALK, INSTALL CLEAN-OUT BEHIND BACK OF WALK.
3. PROVIDE STOPPER WHEN THERE IS NO ON-SITE LATERAL CONNECTION.
4. MATERIAL FOR THE CLEANOUT PIPE SHALL MATCH THE MATERIAL FOR THE LATERAL. SEE CITY'S SPECIFICATIONS FOR MATERIALS.
5. FOR 8" OR LARGER LATERALS, A STANDARD MANHOLE SHALL BE INSTALLED AT OR NEAR THE PROPERTY LINE.



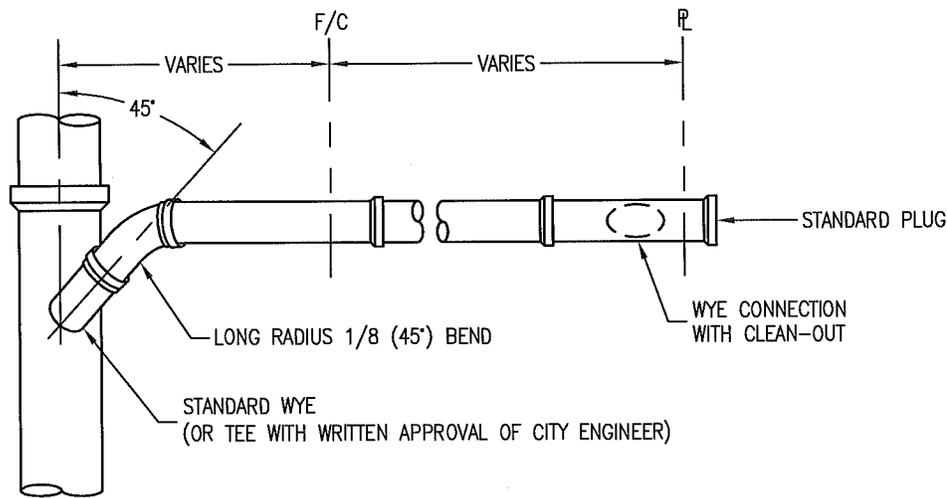
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**4" & 6" SANITARY SEWER
 CLEAN-OUT**

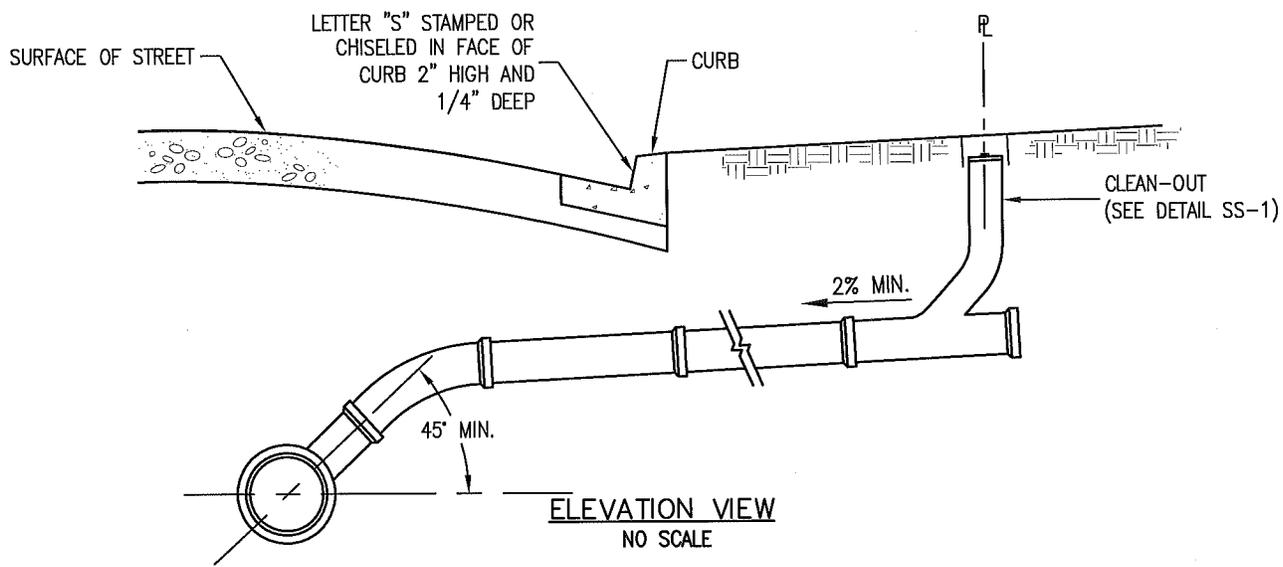
CITY OF SANTA CLARA

SS-1

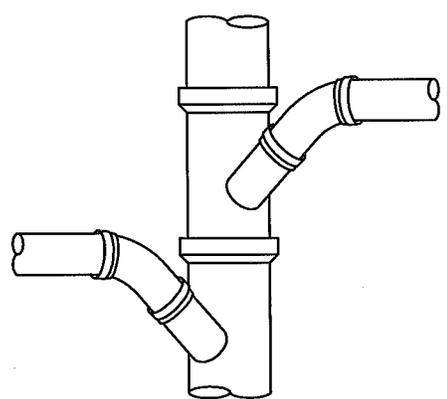
PAGE: 37



PLAN VIEW
NO SCALE



ELEVATION VIEW
NO SCALE



OPPOSITE LATERALS - PLAN VIEW
NO SCALE

NOTES:

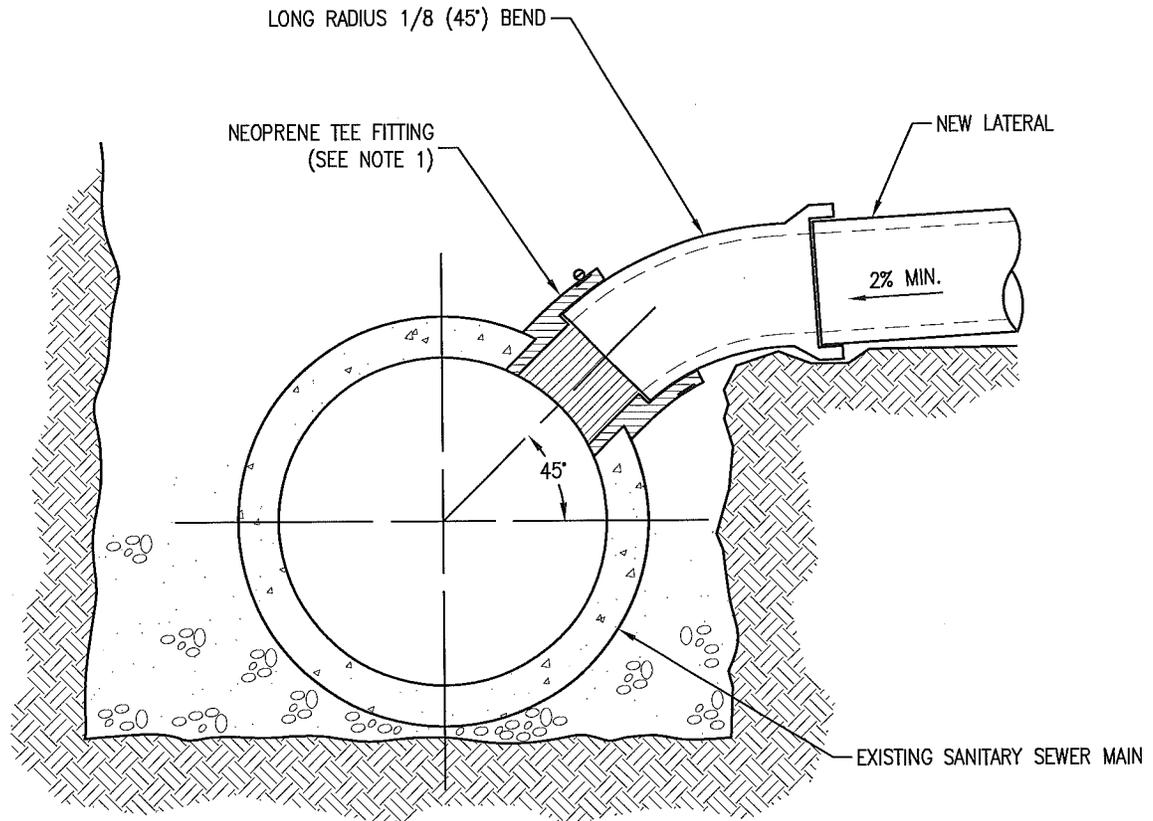
1. IN NO CASE SHALL A LATERAL CONNECT TO THE SANITARY SEWER MAIN DIRECTLY ON TOP OF THE PIPE.
2. ONLY ONE CONNECTION MAY BE MADE IN EACH SECTION OF SANITARY SEWER MAIN.
3. SANITARY SEWER LATERALS SHALL HAVE A MINIMUM SLOPE OF 2%.
4. ALL LATERAL PIPE JOINTS SHALL BE COMPRESSION TYPE.
5. LATERAL SHALL EXTEND TO PROPERTY LINE UNLESS OTHERWISE NOTED, AND A CLEANOUT SHALL BE INSTALLED AT THE PROPERTY LINE. (SEE DETAIL SS-1)



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**4" & 6" SANITARY SEWER
 LATERAL CONNECTION**
 CITY OF SANTA CLARA

SS-2



NOTES:

1. SYNTHETIC RUBBER CONNECTION FITTING WITH WEDGED INSERT AND MECHANICALLY TIGHTENED STAINLESS STEEL BAND. HOLE TO BE DRILLED WITH A POWER DRIVEN CUTTER PRODUCING A SMOOTH SURFACE ("TAP-TITE" OR APPROVED EQUAL).
2. THIS LATERAL TAP CONNECTION DETAIL SHALL BE APPLICABLE ONLY TO LATERALS WITH INSIDE PIPE DIAMETER OF 4" OR 6". LATERALS GREATER THAN 6" SHALL CONNECT TO MAINS IN MANHOLES.
3. MORE THAN ONE LATERAL TAP CONNECTION IN ANY SECTION OF SANITARY SEWER MAIN IS SUBJECT TO THE WRITTEN APPROVAL OF THE CITY ENGINEER.
4. WHERE 6" LATERALS CONNECT TO 8" MAINS, OR 4" LATERALS CONNECT TO 6" MAINS, THE MAIN AND TEE FITTING SHALL BE ENCASED WITH CONCRETE TO A LEVEL OF THREE INCHES ABOVE THE TOP OF THE SANITARY SEWER MAIN.
5. IF THE SANITARY SEWER MAIN IS NOT IN SOUND CONDITION, THE ENTIRE SECTION OF THE MAIN SHALL BE REMOVED AND REPLACED, AND THE LATERAL SHALL BE CONNECTED PER CITY STANDARD "4" & 6" SANITARY SEWER LATERAL CONNECTION" (SEE DETAIL SS-2).
6. FOR 8" OR LARGER LATERALS, A STANDARD MANHOLE SHALL BE INSTALLED AT OR NEAR THE PROPERTY LINE.

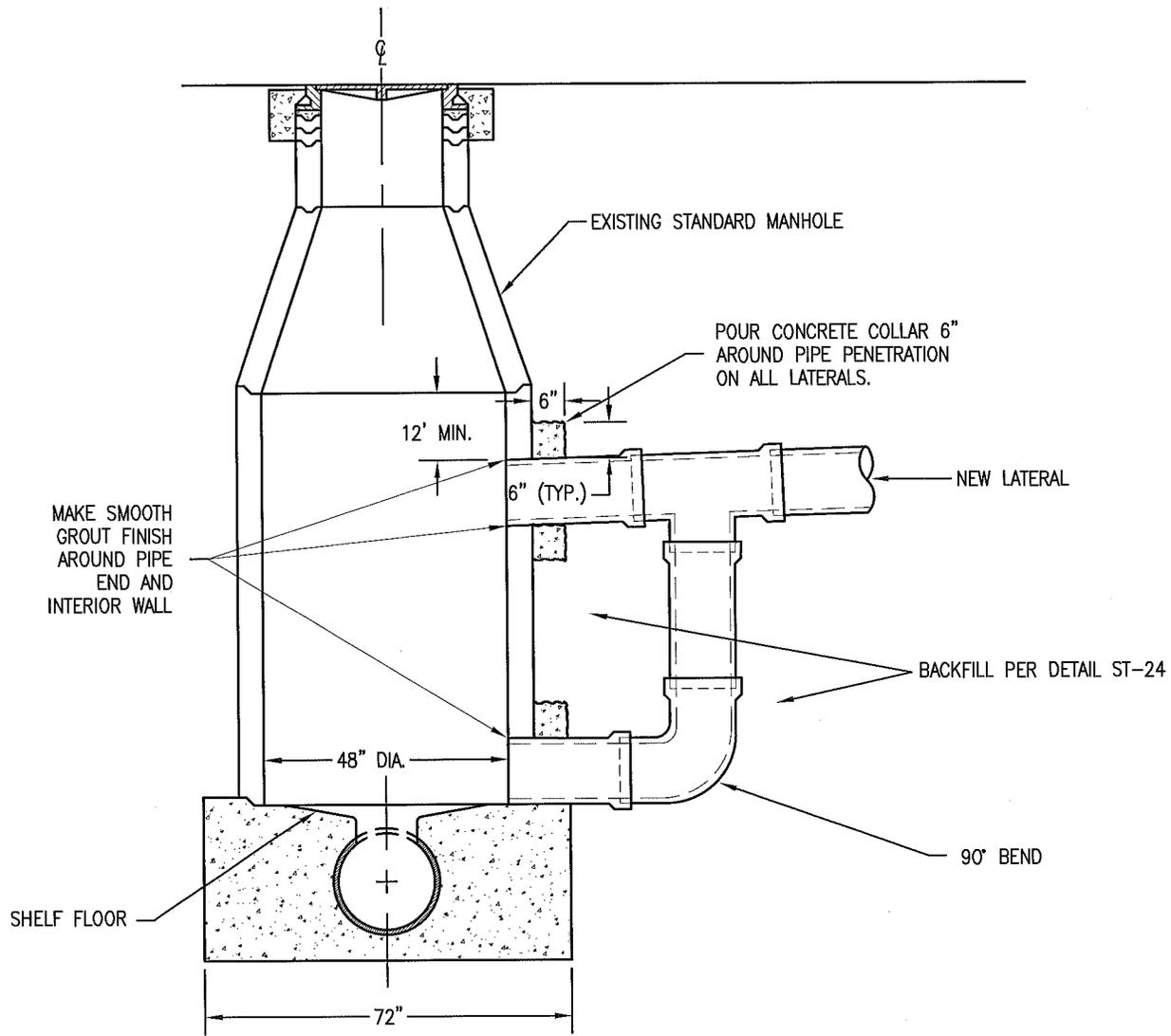


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4" & 6" SANITARY SEWER LATERAL CONNECTION TO EXISTING MAIN

CITY OF SANTA CLARA

SS-3



ELEVATION VIEW
NO SCALE

- NOTES:**
1. NEW LATERAL MUST ENTER MANHOLE AT OR ABOVE THE SHELF FLOOR OF THE EXISTING MANHOLE.
 2. USE OF DROP MANHOLE ALLOWED ONLY WITH WRITTEN APPROVAL OF CITY ENGINEER.



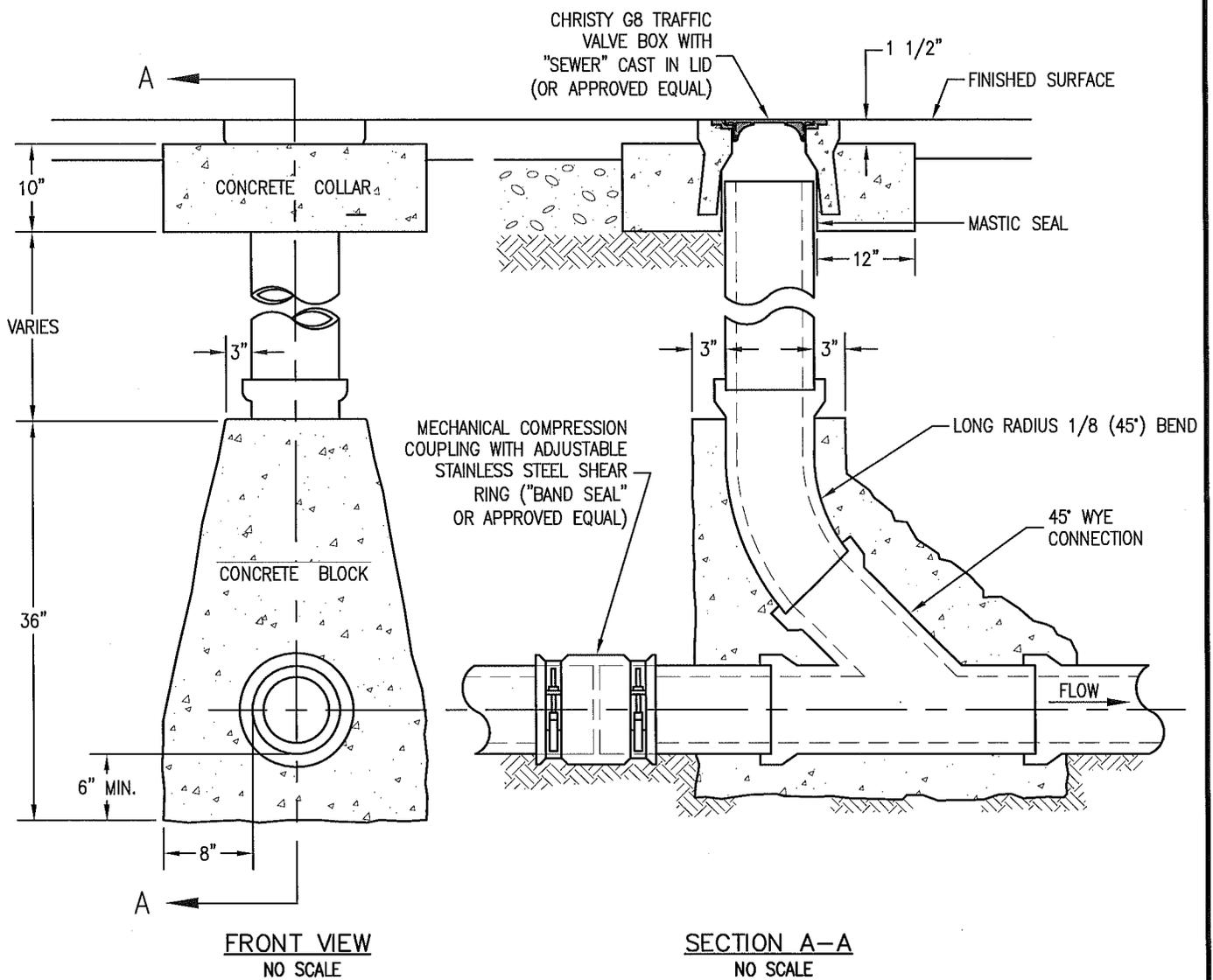
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STANDARD DROP MANHOLE

CITY OF SANTA CLARA

SS-4

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NOTE: FLUSHING INLETS MAY BE USED ONLY WITH WRITTEN APPROVAL OF THE CITY ENGINEER.



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FLUSHING INLET

SS-5

CITY OF SANTA CLARA

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MANHOLE TOPPER
 PREFORMED AMER-PLATE
 95Y PVC SLEEVE

UNLINED GRADE
 RINGS

T-LOCK LINED
 MANHOLE CONE

STEP 1

PLACE MANHOLE TOPPER
 IN OPENING

MANHOLE
 TOPPER

T-LOCK LINED
 MANHOLE CONE

STEP 2

TACK MANHOLE TOPPER TO
 T-LOCK LINED MANHOLE
 CONE. THEN WELD JOINT
 WITH 1" WELD STRIP.

1" WELD STRIP

T-LOCK LINED
 MANHOLE CONE

STEP 3

PLACE MANHOLE FRAME AND
 COVER OVER PROTECTED
 GRADE RINGS.

MANHOLE
 TOPPER

T-LOCK LINED
 MANHOLE CONE

STEP 4

AMER-PLATE PROTECTION FOR
 GRADE RINGS

NOTE:

1. FOR LINING PRODUCTS, CONTACT AMERON INTERNATIONAL PROTECTIVE LINING PRODUCTS, 201 NORTH BERRY STREET, P.O. BOX 1629, BREA, CA 92822-1629, PHONE (714) 256-7755, FAX (714) 256-7750, OR APPROVED EQUAL.



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SANITARY SEWER MANHOLE
 TOPPER

CITY OF SANTA CLARA

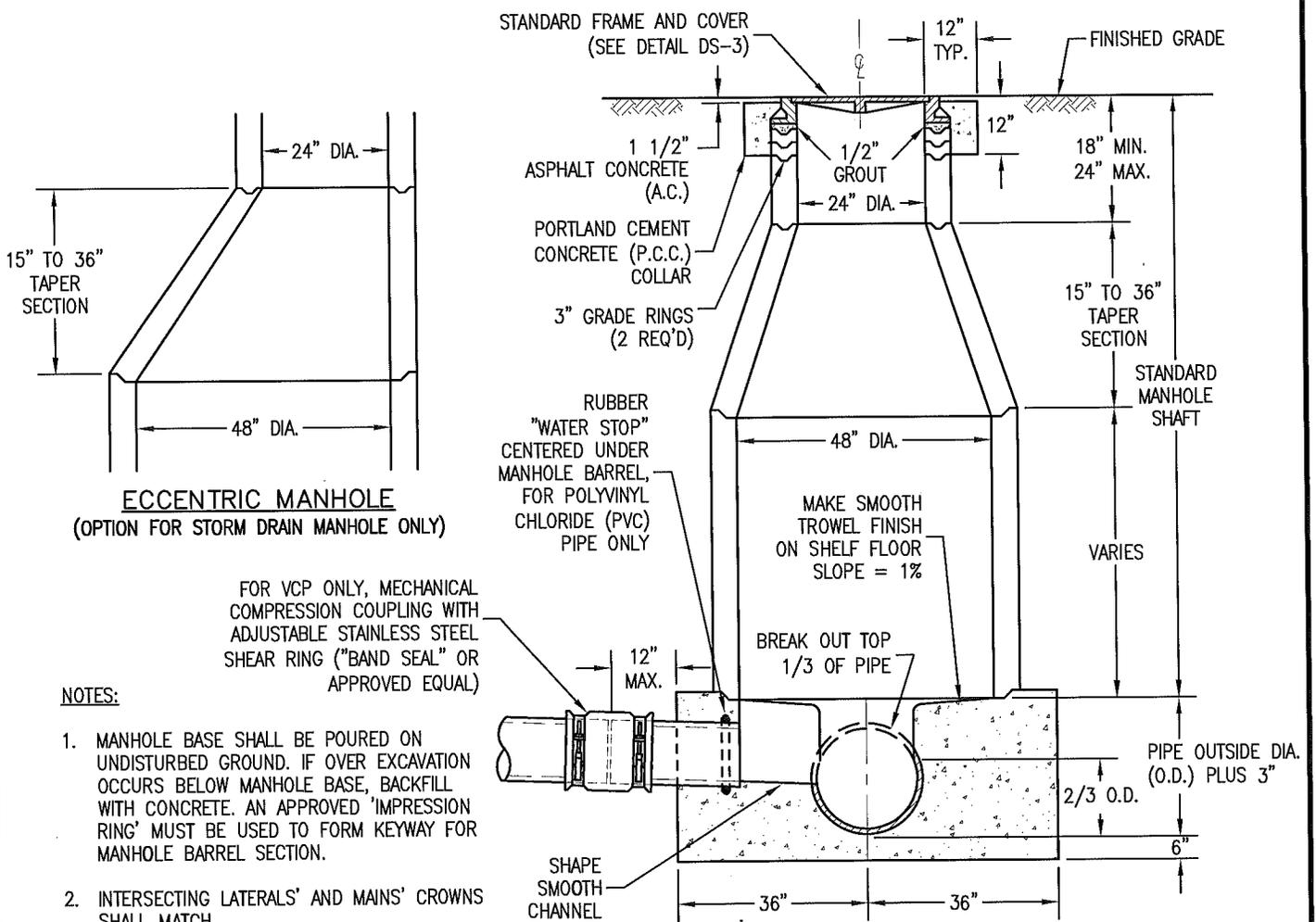
SS-6

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Department of Public Works
City of Santa Clara, CA

STANDARD DETAILS

DRAINAGE STRUCTURE SECTION
DETAILS DS-1 TO DS-6



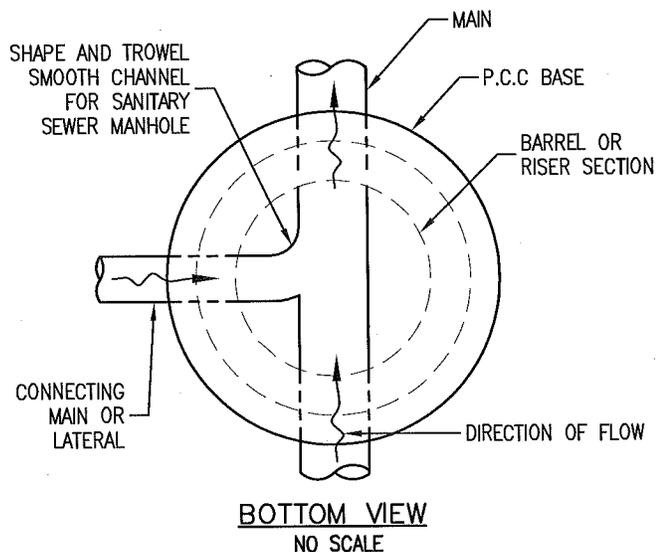
ECCENTRIC MANHOLE
(OPTION FOR STORM DRAIN MANHOLE ONLY)

FOR VCP ONLY, MECHANICAL COMPRESSION COUPLING WITH ADJUSTABLE STAINLESS STEEL SHEAR RING ("BAND SEAL" OR APPROVED EQUAL)

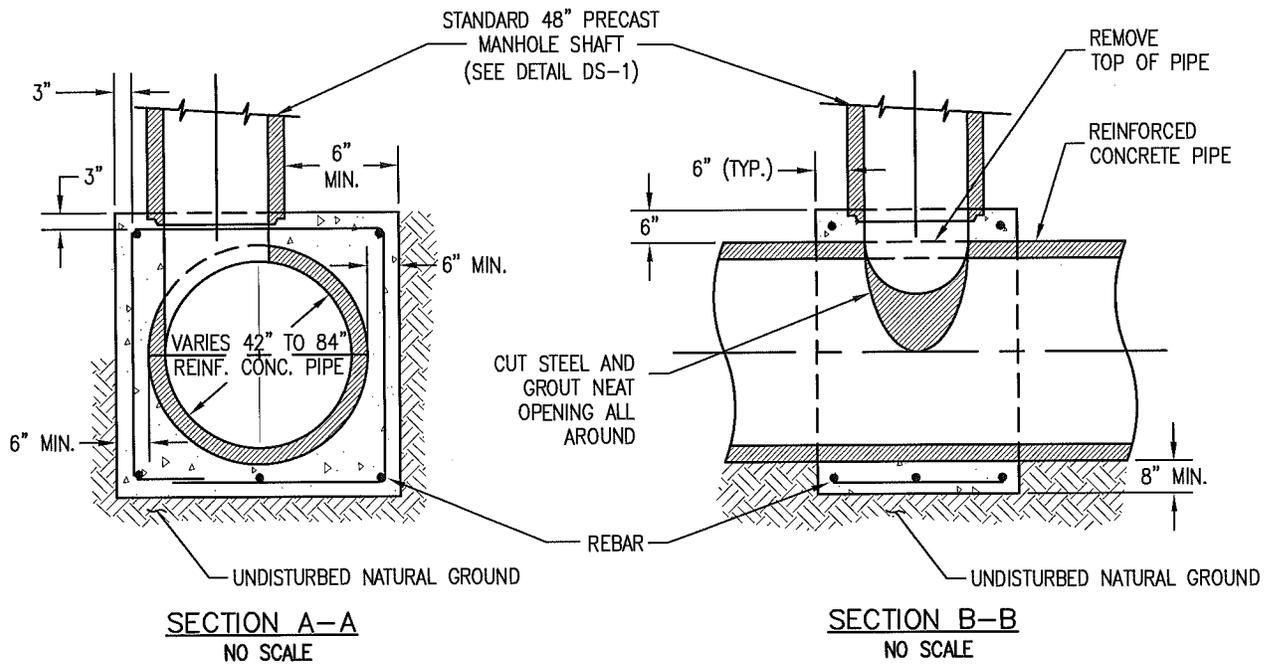
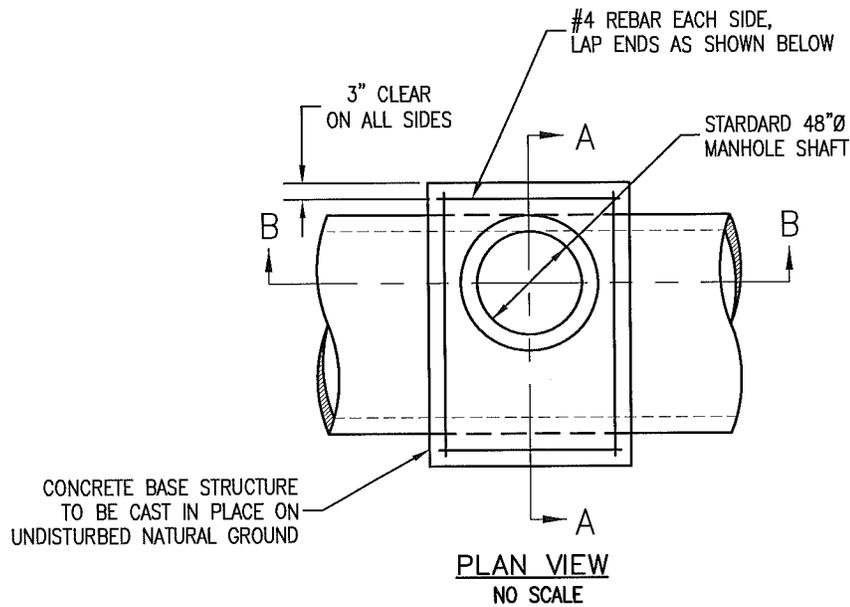
NOTES:

1. MANHOLE BASE SHALL BE POURED ON UNDISTURBED GROUND. IF OVER EXCAVATION OCCURS BELOW MANHOLE BASE, BACKFILL WITH CONCRETE. AN APPROVED 'IMPRESSION RING' MUST BE USED TO FORM KEYWAY FOR MANHOLE BARREL SECTION.
2. INTERSECTING LATERALS' AND MAINS' CROWNS SHALL MATCH.
3. ALL JOINTS SHALL BE SEALED WITH "RAMNEK" OR APPROVED EQUAL.
4. CENTER OF ECCENTRIC MANHOLE COVER SHALL BE LOCATED OVER THE CENTER OF THE MAIN ON THE UPSTREAM SIDE.
5. TYPE V PORTLAND CEMENT FOR SANITARY SEWER STRUCTURES AND TYPE II PORTLAND CEMENT FOR STORM DRAIN STRUCTURES.
6. BELL END OF PIPE SHALL BE 12" MAX. FROM WALL OF MANHOLE
7. THIS DESIGN IS USABLE FOR PIPES UP TO 39" DIA. ONLY.
8. ALL SANITARY SEWER MANHOLES SHOULD BE LINED WITH INTEGRALLY LOCKING PVC (T-LOCK) OR APPROVED EQUAL. GRADE RINGS SHALL BE PVC LINED VIA THE MANHOLE TOPPER BY AMERON OR APPROVED EQUAL. SEE DETAIL SS-6.
9. BACKFILL AROUND THE MANHOLE AND ANY NEW OR EXISTING PIPE CONNECTION(S) SHALL CONFORM TO DETAIL ST-24.

CONCENTRIC MANHOLE - ELEVATION VIEW
NO SCALE



	DRAWN BY: K. TRAN	<p>MANHOLE</p> <p>CITY OF SANTA CLARA</p>	<p>DS-1</p>
	CHECKED BY: F. AMIN		
	APPROVED BY: G. GOMEZ		
	DATE: OCTOBER 2013		



NOTES:

1. MANHOLE SHAFT SHALL BE CENTERED AT MID-LENGTH OF PIPE SECTION.
2. DETAIL NOT APPLICABLE WHERE PIPE DEFLECTION OCCURS AT MANHOLE. SPECIAL MANHOLE BASE DETAIL REQUIRED IF LOCATED AT PIPE JOINT.
3. ALL JOINTS SHALL BE SEALED WITH "RAMNEK" OR APPROVED EQUAL.
4. BACKFILL AROUND THE MANHOLE AND ANY NEW OR EXISTING PIPE CONNECTION(S) SHALL CONFORM TO DETAIL ST-24.



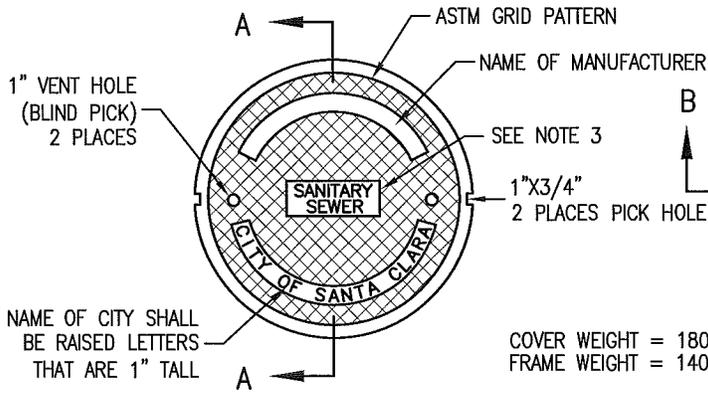
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TYPE "A" MANHOLE

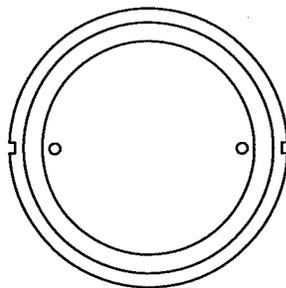
CITY OF SANTA CLARA

DS-2

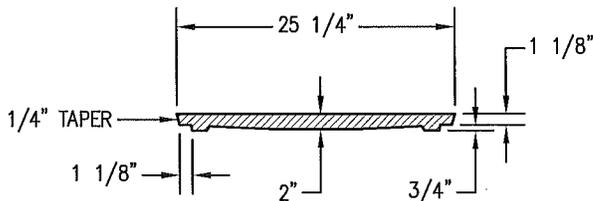
PAGE: 44



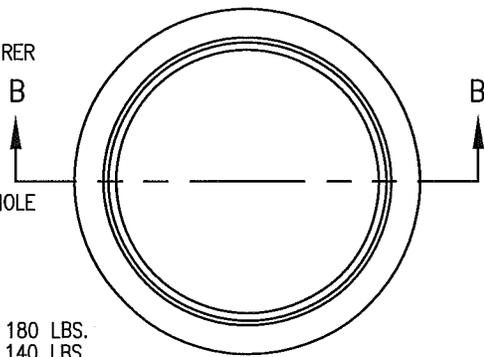
MANHOLE COVER - PLAN VIEW
NO SCALE



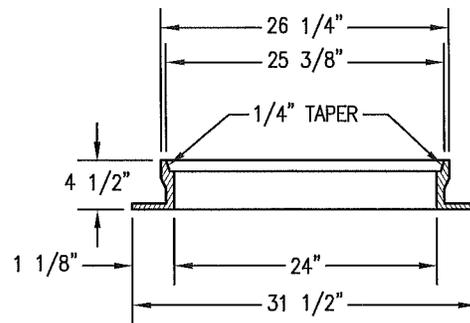
MANHOLE COVER - BOTTOM VIEW
NO SCALE



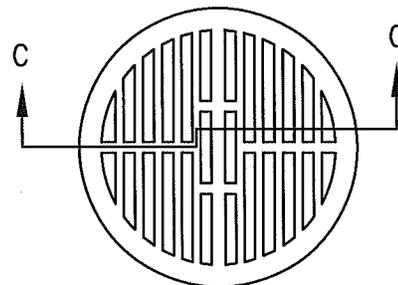
SECTION A-A
NO SCALE



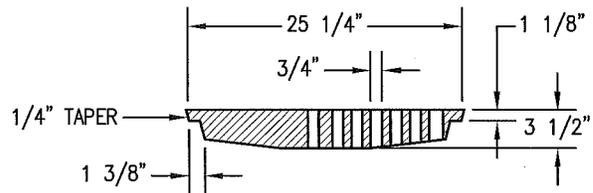
MANHOLE FRAME - PLAN VIEW
NO SCALE



SECTION B-B
NO SCALE



MANHOLE GRATE - PLAN VIEW
NO SCALE



SECTION C-C
NO SCALE

NOTES:

1. ALL MATERIAL TO BE CAST IRON DIPPED IN ASPHALT PAINT.
2. FRAME, GRATE AND COVER SHALL BE SUITABLE FOR H-20 LOADING.
3. COVER SHALL HAVE EITHER "SANITARY SEWER" FOR SANITARY SEWERS OR "STORM DRAIN" FOR STORM DRAINS IN RAISED LETTERS THAT ARE 1-1/2" TALL.



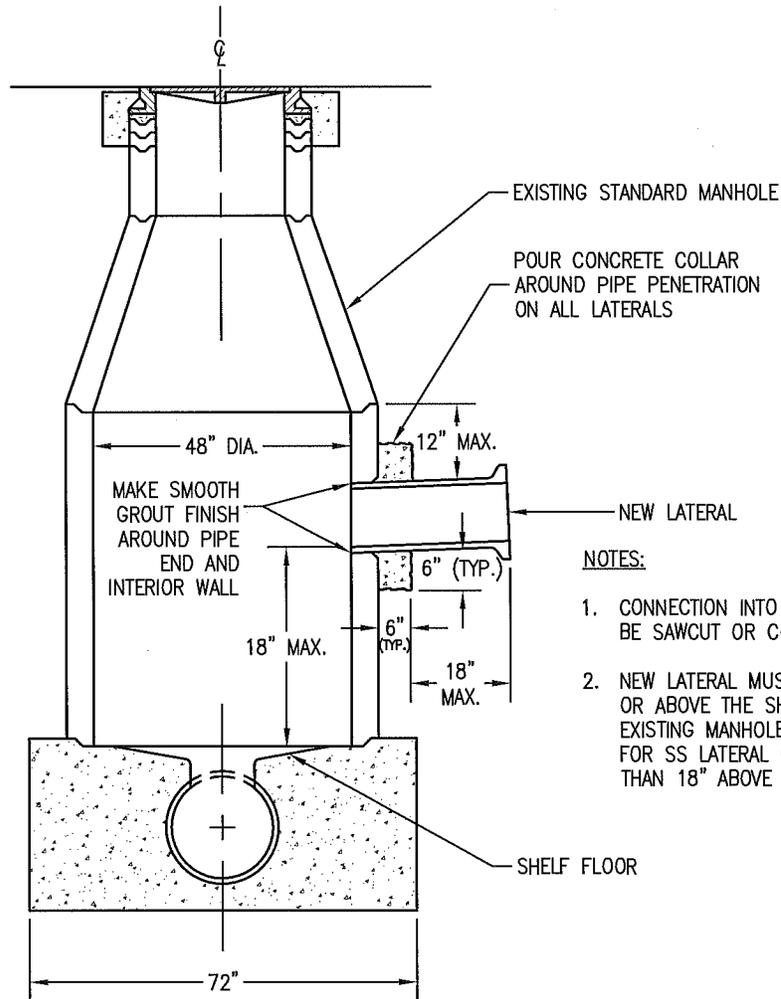
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 APPROVED BY: G. GOMEZ
 DATE: OCTOBER 2013

**MANHOLE FRAME,
COVER AND GRATE**

CITY OF SANTA CLARA

DS-3

PAGE: 45



NOTES:

1. CONNECTION INTO MANHOLE BARREL SHALL BE SAWCUT OR CORE DRILLED.
2. NEW LATERAL MUST ENTER MANHOLE AT OR ABOVE THE SHELF FLOOR OF THE EXISTING MANHOLE. SEE DETAIL SS-4 FOR SS LATERAL CONNECTION GREATER THAN 18" ABOVE MANHOLE SHELF FLOOR.

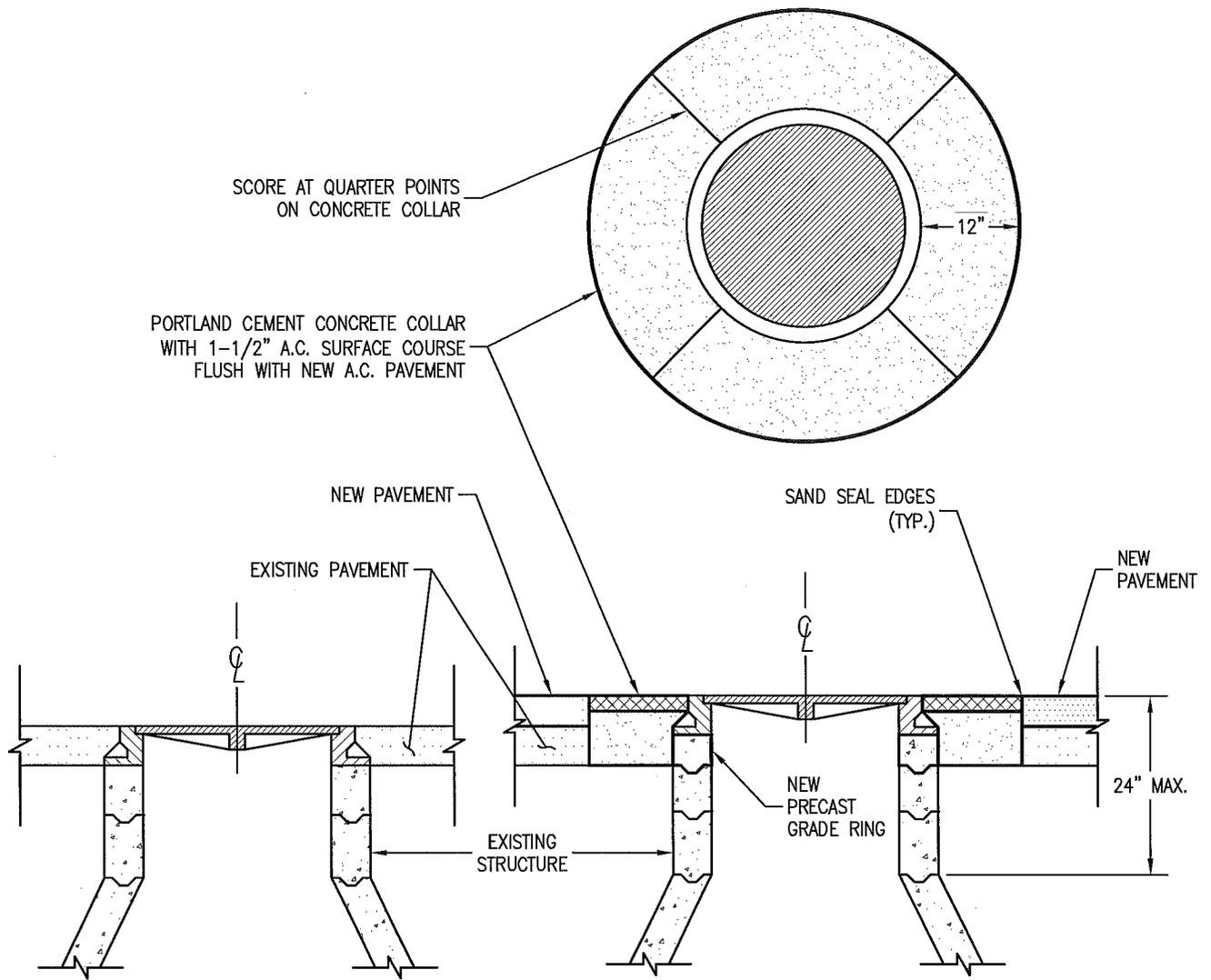
ELEVATION VIEW
NO SCALE



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**LATERAL CONNECTION
 TO EXISTING MANHOLE**
 CITY OF SANTA CLARA

DS-4
 PAGE: 46



EXISTING MANHOLE
NO SCALE

RAISED MANHOLE
NO SCALE

NOTE:

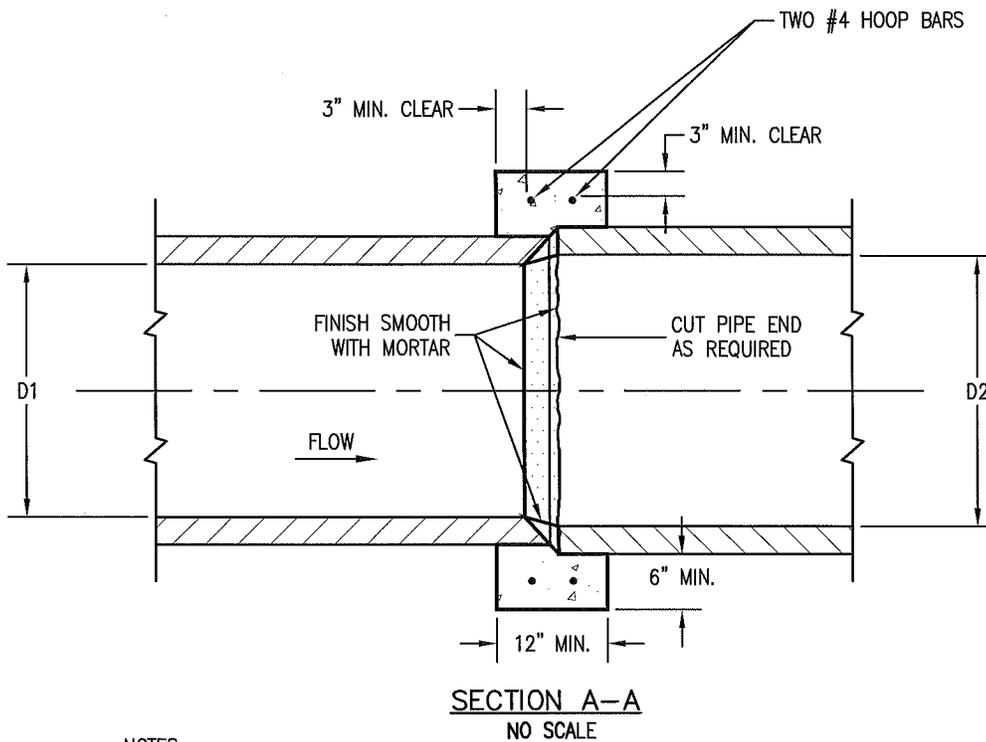
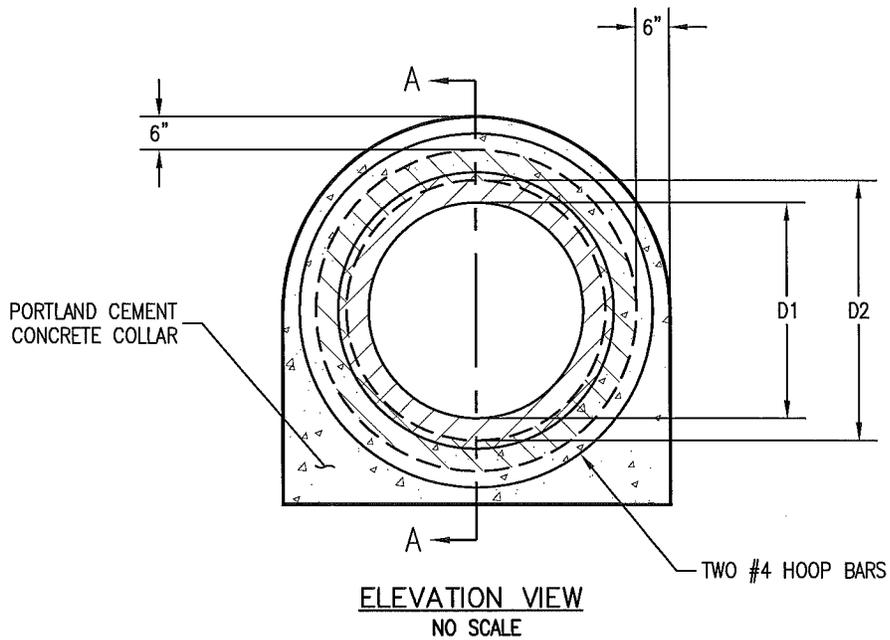
EXISTING FRAME AND COVER TO BE USED
UNLESS OTHERWISE DIRECTED BY THE ENGINEER.



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MANHOLE RAISING
 CITY OF SANTA CLARA

DS-5
 PAGE: 47



NOTES:

1. PIPE COLLAR MAY BE USED ONLY WITH WRITTEN APPROVAL OF THE CITY ENGINEER.
2. PIPE COLLAR MAY BE USED IN JOINING PIPES WITH INCOMPATIBLE (NON-MATING) JOINTS, WHERE: $D2 \geq D1$ AND $D2 \leq (D1 + 3")$.
3. PIPE COLLAR DOES NOT HAVE TO BE FINISHED IF COVERED, BUT MUST HAVE A MINIMUM OF 6" OF CONCRETE AROUND JOINT.



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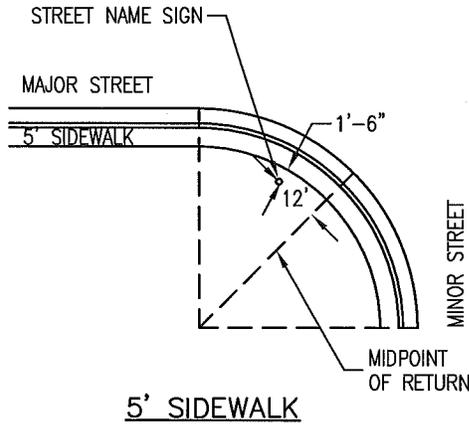
CONCRETE COLLAR
 CITY OF SANTA CLARA

DS-6
 PAGE: 48

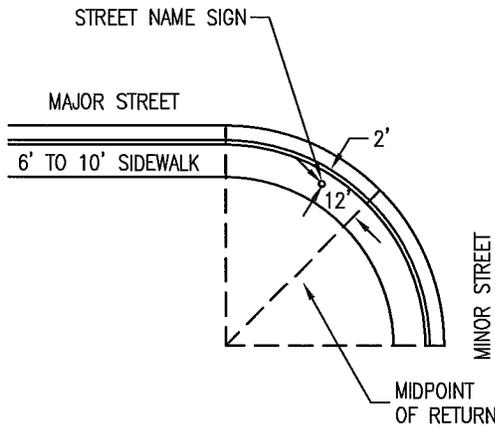
Department of Public Works
City of Santa Clara, CA

STANDARD DETAILS

TRAFFIC SECTION
DETAILS TR-1 TO TR-8



5' SIDEWALK

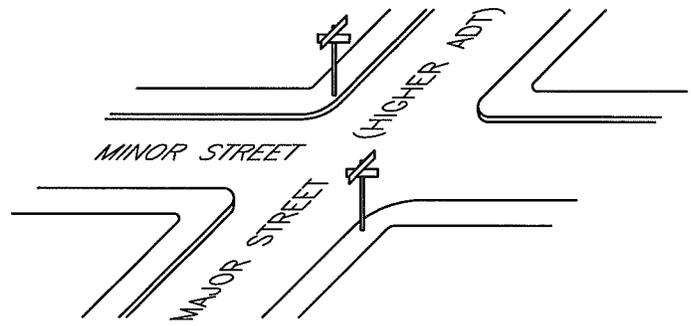


6' TO 10' SIDEWALK

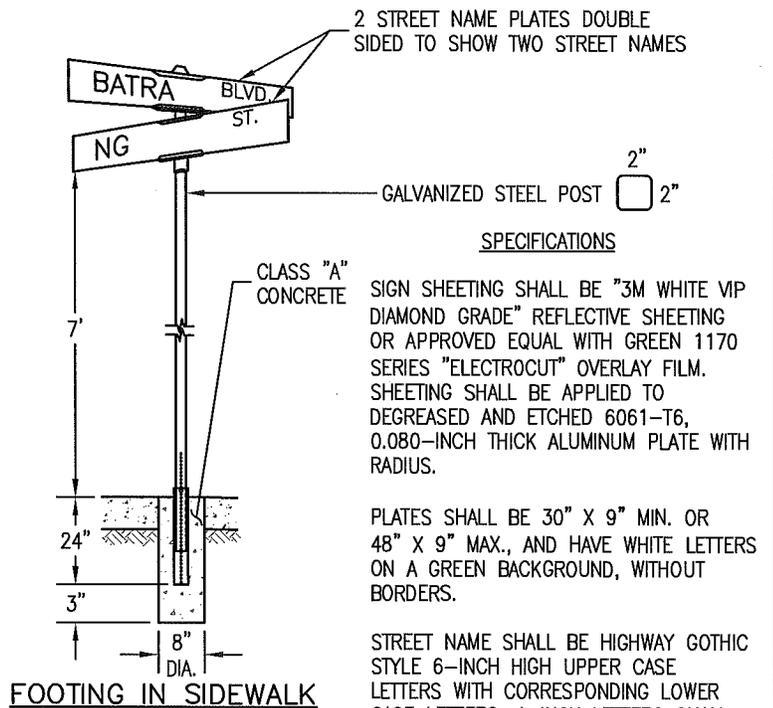
STREET NAME SIGN LOCATION DETAILS
NO SCALE

NOTES:

1. TWO STREET NAME SIGNS LOCATED DIAGONALLY ACROSS FROM EACH OTHER ARE REQUIRED WHERE ONE OF THE TWO INTERSECTING STREETS' WIDTH (CURB TO CURB) IS 64' OR MORE.
2. ONLY ONE STREET NAME SIGN IS REQUIRED IF BOTH INTERSECTING STREETS' WIDTHS (CURB TO CURB) ARE LESS THAN 64'.
3. PRIVATE STREET NAME SIGN SHALL BE WHITE LETTERING ON BROWN BACKGROUND AND SHALL BE PLACED OUTSIDE PUBLIC ROW.



TYPICAL STREET NAME SIGN LOCATIONS
NO SCALE



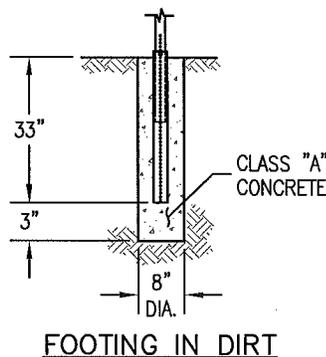
SIGN SHEETING SHALL BE "3M WHITE VIP DIAMOND GRADE" REFLECTIVE SHEETING OR APPROVED EQUAL WITH GREEN 1170 SERIES "ELECTROCUT" OVERLAY FILM. SHEETING SHALL BE APPLIED TO DECREASED AND ETCHED 6061-T6, 0.080-INCH THICK ALUMINUM PLATE WITH RADIUS.

PLATES SHALL BE 30" X 9" MIN. OR 48" X 9" MAX., AND HAVE WHITE LETTERS ON A GREEN BACKGROUND, WITHOUT BORDERS.

STREET NAME SHALL BE HIGHWAY GOTHIC STYLE 6-INCH HIGH UPPER CASE LETTERS WITH CORRESPONDING LOWER CASE LETTERS. 4-INCH LETTERS SHALL BE USED FOR "AVE., BLVD., CT., DR., PL., RD., ST." "LANE" AND "WAY" SHALL NOT BE ABBREVIATED.

ASSEMBLY HARDWARE SHALL BE "WESTERN HIGHWAY PRODUCTS" (WHP) NO. (812F/12" FOR FLAT BLADES) OR NO. (812F-90% CROSSPIECE FOR FLAT BLADES) OR APPROVED EQUAL.

2" X 2" GALVANIZED STEEL POST SHALL BE INSTALLED WITH WHP "ANCHOR-MATE" SIGN POST SUPPORT ANCHOR OR APPROVED EQUAL.



STREET NAME SIGN
NO SCALE



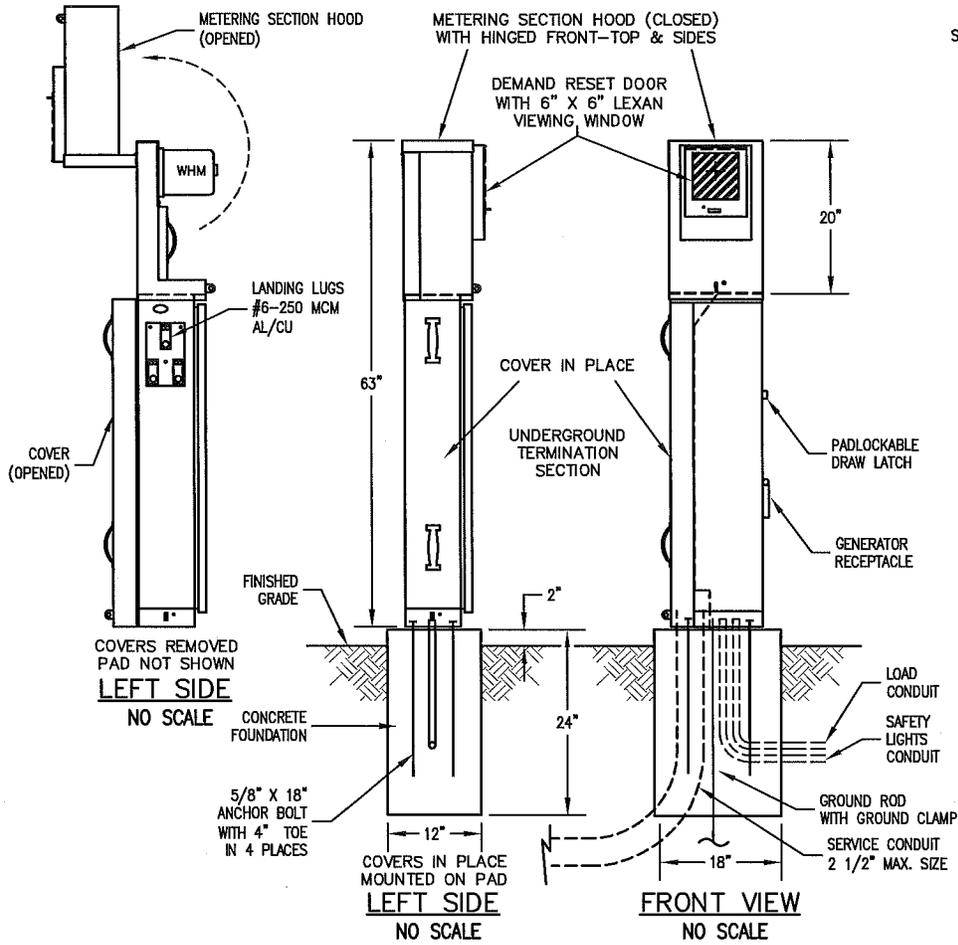
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STREET NAME SIGN
AND LOCATION

CITY OF SANTA CLARA

TR-1

PAGE: 49



SEE ENCLOSURE CONSTRUCTION NOTE 10

Underwriters Laboratories Inc.
File No. E62062

TESCO

TESCO CONTROLS INC.
918 2ND ST. S.W.
MCKINSTRY, CA.
T-
26-100

INDUSTRIAL CONTROL PANEL

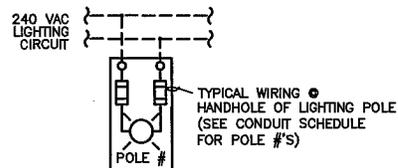
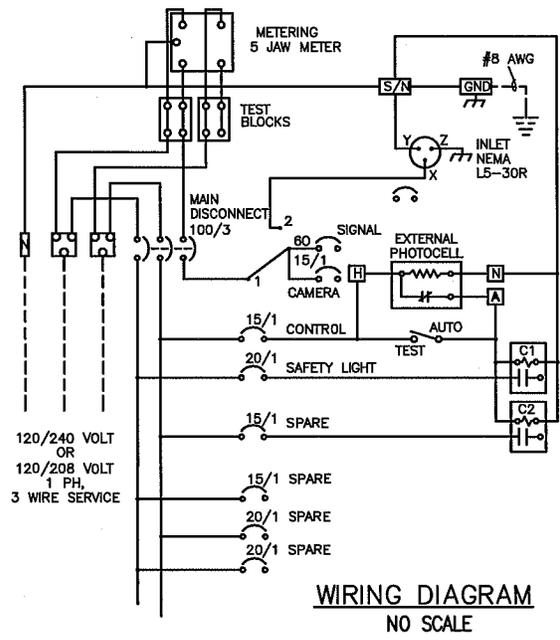
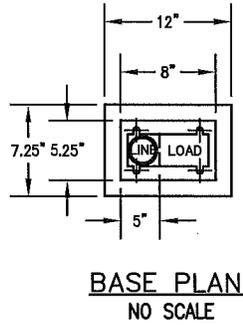
VOLTAGE	PHASE	WIRES	MAINS AMPERES	HZ
120/240 OR 120/208	1	3	100	60

SUITABLE FOR USE ON A CIRCUIT CAPABLE OF DELIVERING NOT MORE THAN:

AMPERES	VOLTAGE
10,000	RMS SYM. 240 V

METER SOCKET RATING 100 A. CONT.
ENCLOSURE: TYPE 3R

SUITABLE ONLY FOR USE AS SERVICE EQUIPMENT



ENCLOSURE CONSTRUCTION NOTES:

1. FABRICATED FROM 1/8" ALUMINUM SHEET STOCK ELECTRICALLY WELDED AND REINFORCED WHERE REQUIRED.
2. CONSTRUCTION WILL BE NEMA 3R AND 12, RAIN TIGHT AND DUST TIGHT.
3. ALL NUTS, BOLTS, SCREWS AND HINGES SHALL BE STAINLESS STEEL.
4. NUTS, BOLTS & SCREWS SHALL NOT BE VISIBLE FROM OUTSIDE OF ENCLOSURE.
5. PHENOLIC NAMEPLATES SHALL BE PROVIDED AS REQUIRED.
6. CONTROL WIRING SHALL BE MARKED AT BOTH ENDS BY PERMANENT WIRE MARKERS.
7. A PLASTIC COVERED WIRING DIAGRAM SHALL BE ATTACHED TO THE INSIDE OF THE FRONT DOOR.
8. ENCLOSURE WILL BE FACTORY WIRED AND CONFORM TO REQUIRED NEMA STANDARD.
9. FINISH: ANODIZED ALUMINUM
10. PANEL SHALL BE TESCO TYPE III AF OR APPROVED EQUAL.



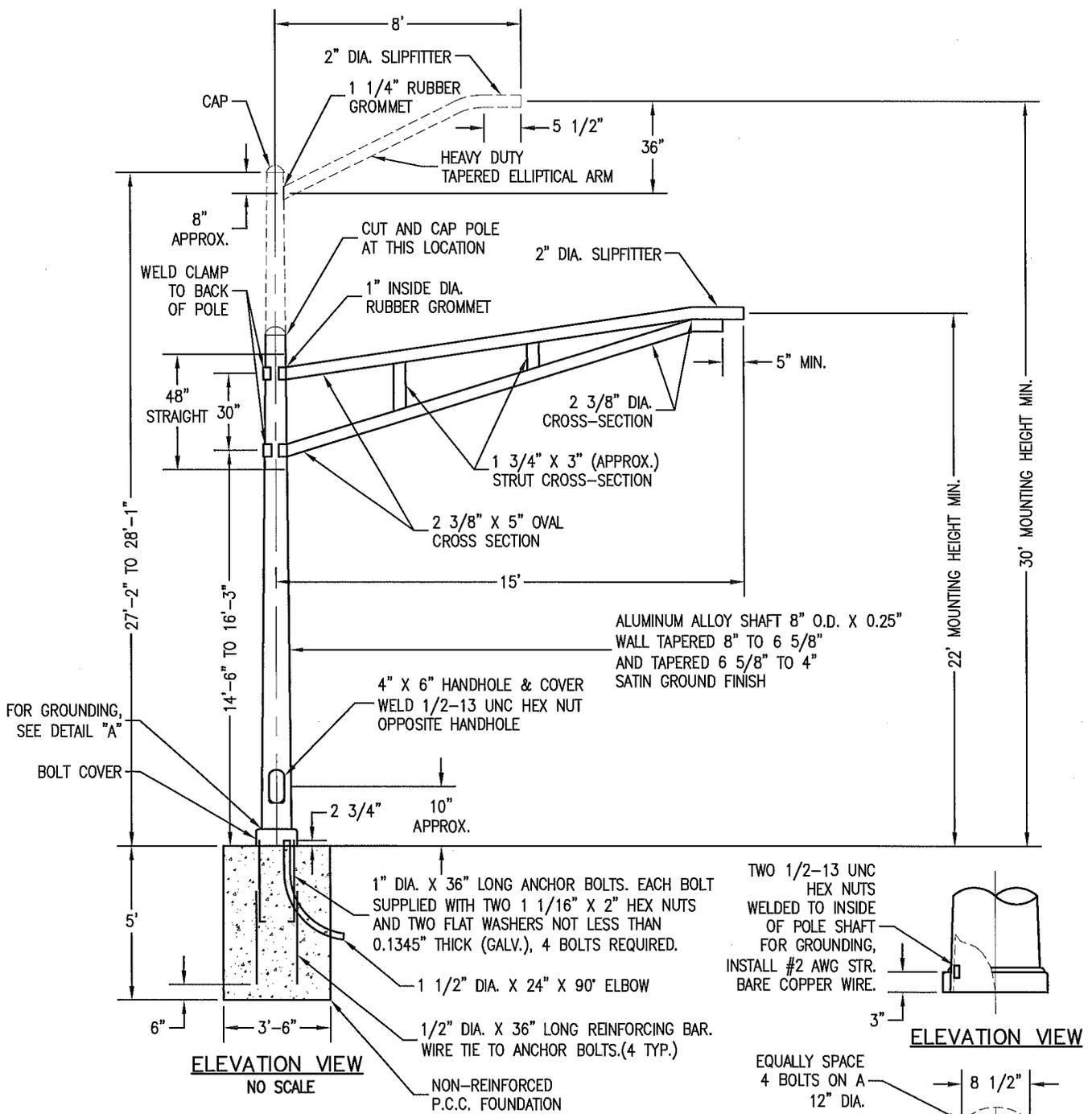
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**TRAFFIC SIGNAL
POWER PANEL**

CITY OF SANTA CLARA

TR-3

PAGE: 51



NOTES:

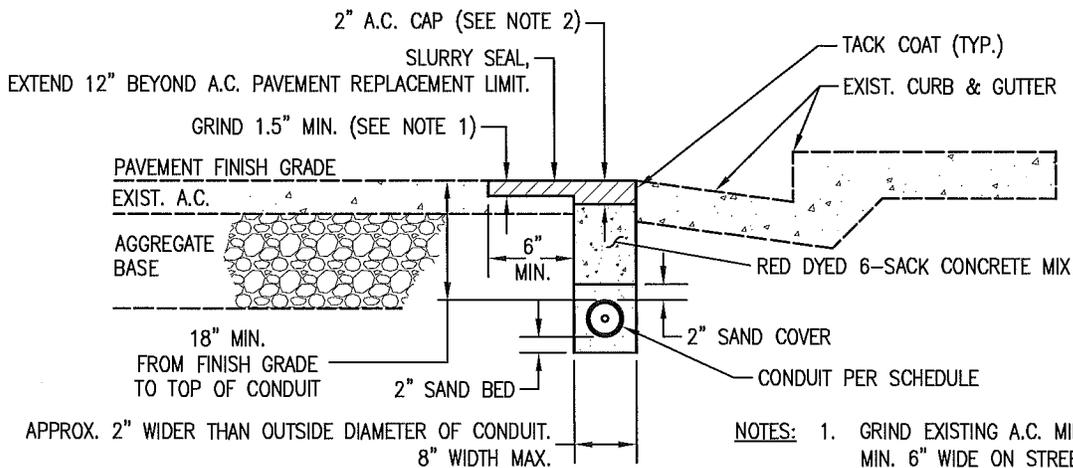
1. THIS DETAIL IS ONLY FOR MAINTENANCE REFERENCE. NEW TRAFFIC SIGNAL POLES SHALL MEET THE LATEST CALTRANS STANDARDS.
2. THE POLE SHALL BE FURNISHED WITH GROUNDING CONNECTORS, ANCHOR BOLTS, NUTS, WASHERS, AND BOLT COVER.
3. IF FOUNDATION IS PLACED IN SIDEWALK, PLACE THE FOUNDATION TOP WITHIN 4" OF SIDEWALK SURFACE. REMAINDER OF FOUNDATION SHALL BE PLACED WHEN SIDEWALK IS INSTALLED.
4. IF FOUNDATION IS PLACED AT BACK OF SIDEWALK OR IN DIRT, FINISH TOP 6" TO 42" X 42" SQUARE.



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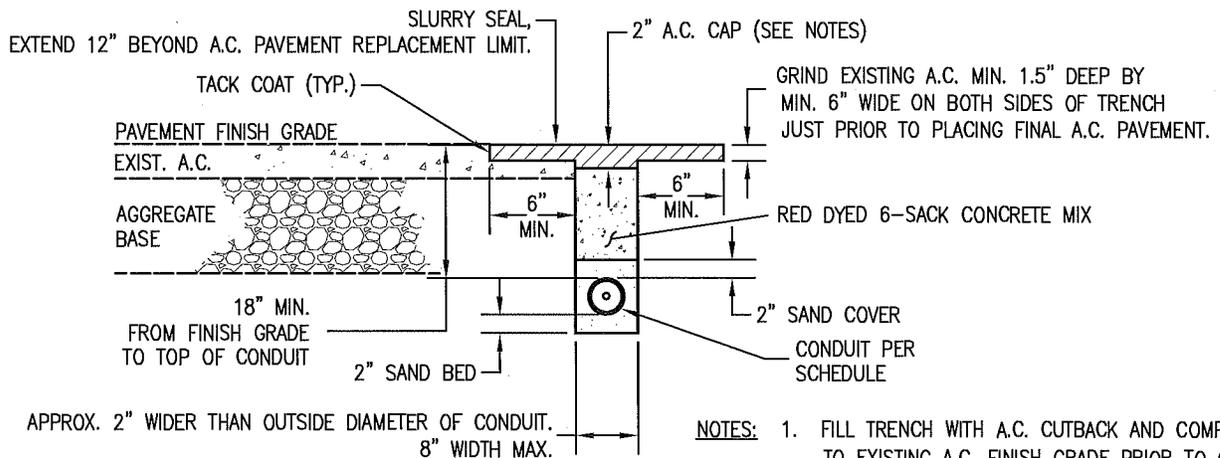
TYPE III POLE
 CITY OF SANTA CLARA

TR-4
 PAGE: 52



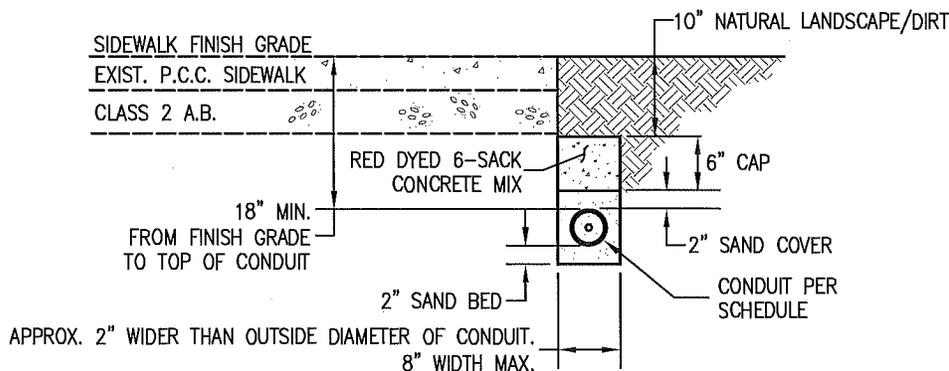
TRENCH AT LIP OF GUTTER
NO SCALE

- NOTES:**
1. GRIND EXISTING A.C. MIN 1.5" DEEP BY MIN. 6" WIDE ON STREET SIDE OF TRENCH JUST PRIOR TO PLACING FINAL A.C. PAVEMENT.
 2. FINAL A.C. PAVEMENT SHALL BE PLACED WITHIN 5 WORKING DAYS OF EXCAVATION.



TRENCH IN ROADWAY
NO SCALE

- NOTES:**
1. FILL TRENCH WITH A.C. CUTBACK AND COMPACTED TO EXISTING A.C. FINISH GRADE PRIOR TO OPENING THE LANE TO TRAFFIC.
 2. FINAL A.C. PAVEMENT SHALL BE PLACED WITHIN 48 HOURS OF EXCAVATION.



TRENCH AT BACK OF SIDEWALK
NO SCALE



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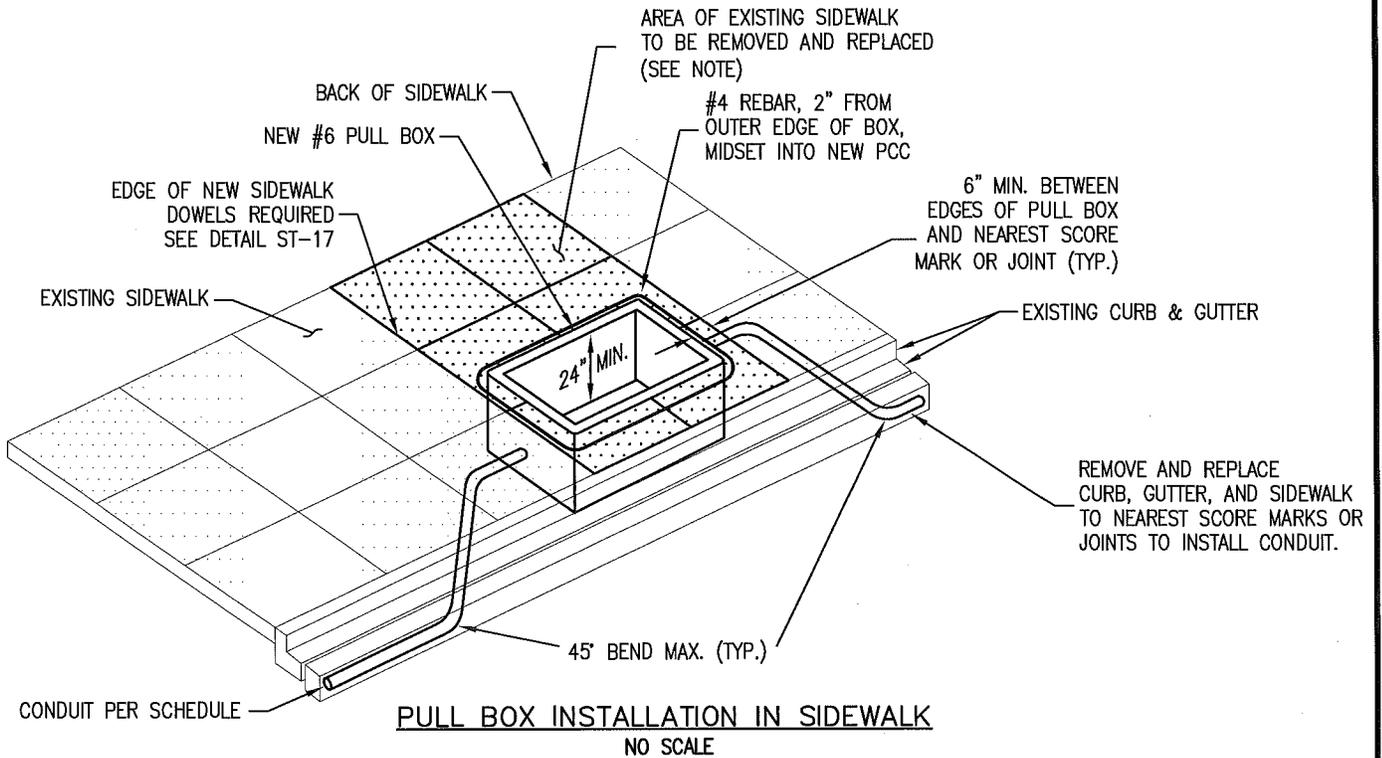
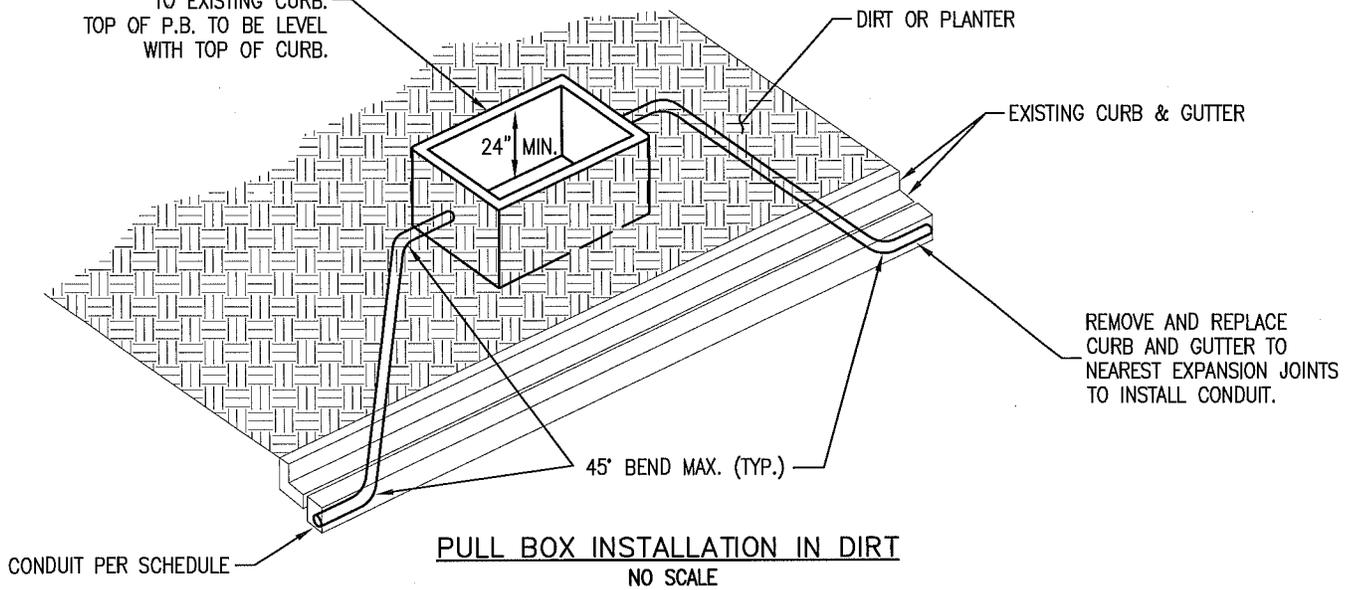
**TRAFFIC SIGNAL
TRENCH DETAILS**

CITY OF SANTA CLARA

TR-5

PAGE: 53

PLACE NEW #6 PULL BOX (P.B.)
AS NEAR AS POSSIBLE
TO EXISTING CURB.
TOP OF P.B. TO BE LEVEL
WITH TOP OF CURB.



NOTE: IF SIDEWALK IS GREATER THAN 9', REMOVE AND REPLACE TO MIDDLE SCORE MARK.



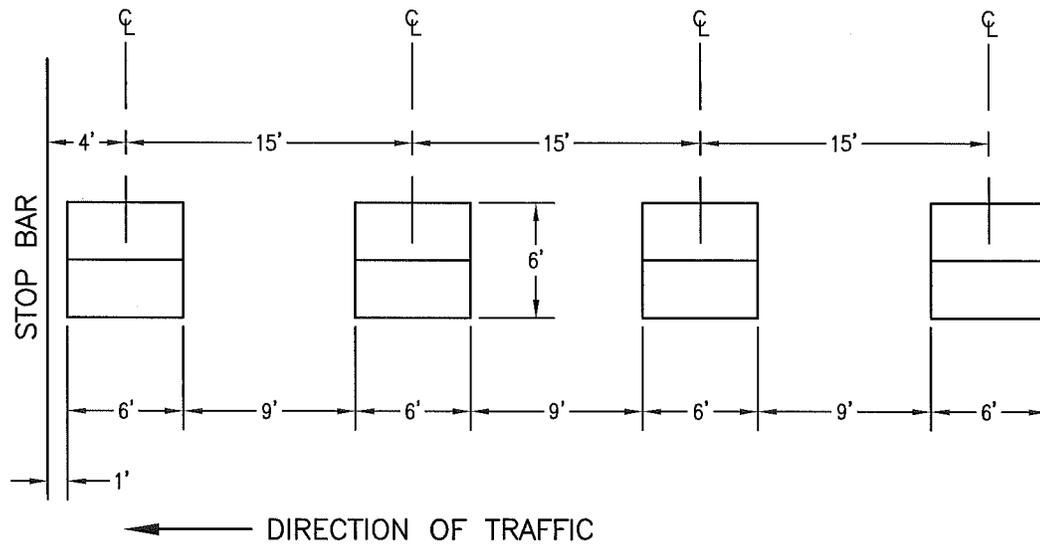
DRAWN BY: K. TRAN
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APPROVED BY: D. NG
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TRAFFIC SIGNAL
PULL BOX

CITY OF SANTA CLARA

TR-6

PAGE: 54



NOTES:

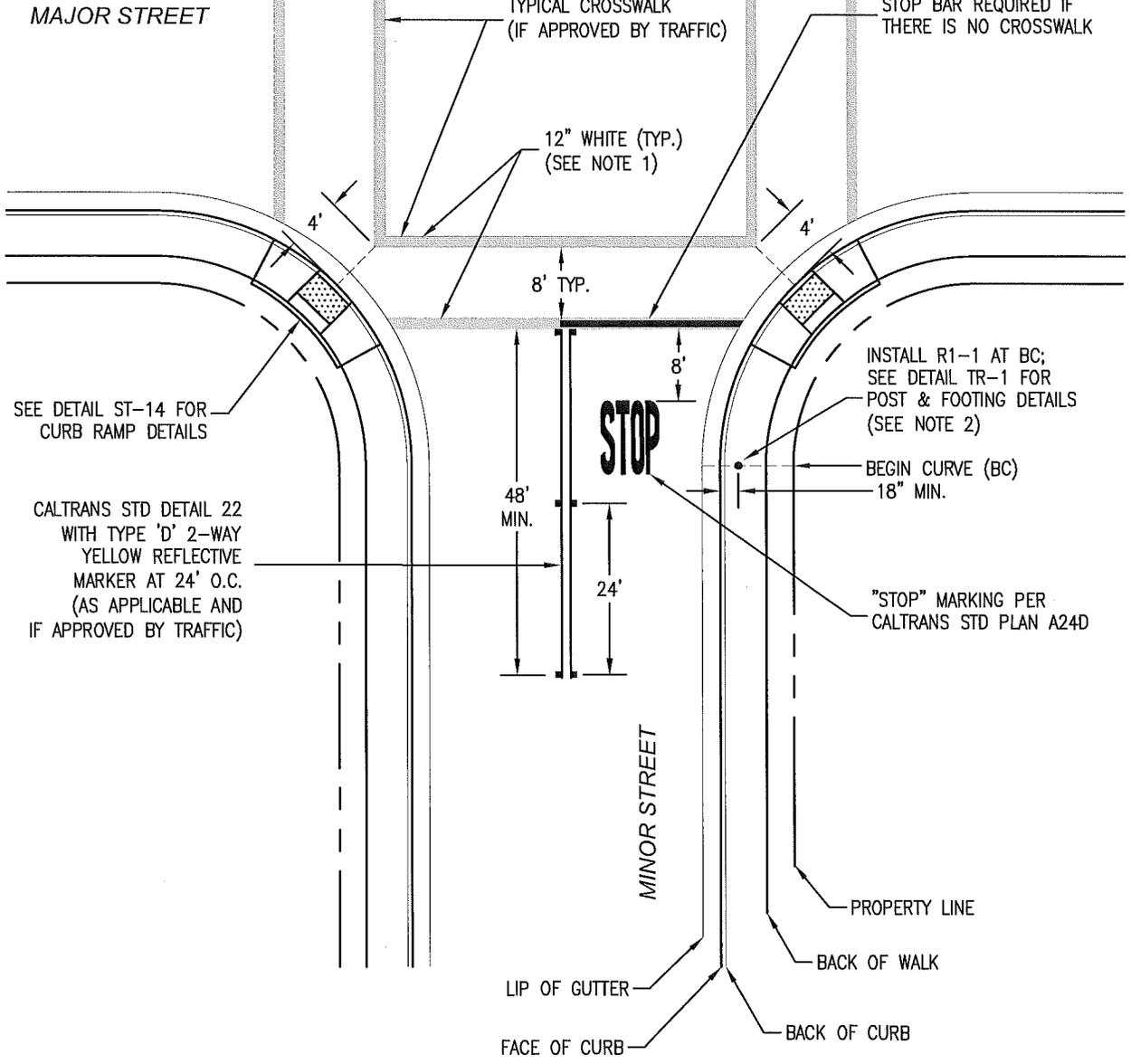
1. USE FOUR (4) LOOPS FOR LEFT TURNS.
2. USE THREE (3) LOOPS FOR STRAIGHT THROUGH.
3. LOOPS TO BE CUT IN A 6'x6' QUAD CONFIGURATION. LOOP MARKS SHALL BE VERIFIED BY CITY TRAFFIC STAFF (72 HOURS ADVANCE NOTIFICATION REQUIRED) UNLESS OTHERWISE NOTED.
4. DETECTOR LOOPS SHALL BE TYPE "Q". DETECTOR LOOP WIRE SHALL BE TYPE 1. LEAD IN CABLE SHALL CONFORM TO TYPE B.
5. LOOP WIRING IS TO BE WRAPPED IN A 3-6-3 CONFIGURATION USING TYPE 1 AWG STRANDED COPPER CONDUCTOR WITH RHW-USE INSULATION.
6. EACH INDIVIDUAL LOOP WILL HAVE ITS WIRING BROUGHT INTO PROPER PULLBOX FOR CONNECTION TO TYPE B DETECTOR LEAD IN CABLE (DLC). LOOP WIRING IN STREET SHALL ENTER A (G5 BOX) DETECTOR HANDHOLE AT THE LIP OF GUTTER.
7. SEALANT SHALL BE HOT MELT RUBBERIZED ASPHALT. FINISHED PRODUCT MUST BE AT A MINIMUM STREET LEVEL OR ABOVE.
8. ANY TRAFFIC LOOP WIRE CONNECTION(S) TO BE LAID DOWN IN SIGNAL CABINET SHALL BE SOLDERED. DLC SHIELD CONDUCTORS ARE NOT TO BE BONDED TO THE GROUND, BUT WRAPPED AROUND AND SECURED TO RESPECTIVE OWNER. THEY ARE NOT TO BE SHORTER THAN SIX INCHES (6").
9. ACCEPTABLE TESTING RESULTS FOR EACH INDIVIDUAL LOOP PAIR SHALL BE 126 MICRO-HENRIES INDUCTANCE AND INFINITE MEG-OHMS TO GROUND. NO LOOP WIRING IS TO BE CONNECTED UNTIL TESTED AND APPROVED BY SILICON VALLEY POWER STAFF (72 HOURS ADVANCE NOTIFICATION REQUIRED).
10. SEE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS, PAGES ES-5A AND ES-5B, FOR INSTALLATION DETAILS.



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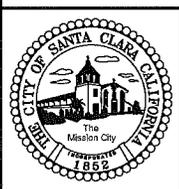
TRAFFIC SIGNAL DETECTOR
 LOOPS SPACING DETAIL
 CITY OF SANTA CLARA

TR-7
 PAGE: 55



NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC OR PRE-FORMED THERMOPLASTIC PER SPECIFICATIONS.
2. INSTALL R1-1 MINIMUM OF 18" FROM FACE OF CURB, 7' FROM GROUND TO BOTTOM OF SIGN. EDGE OF INSTALLED R1-1 SHALL BE 4" BEHIND FACE OF CURB (OFFSET AS NEEDED).
3. NO PERMANENT MARKINGS OR SIGNS SHALL BE PLACED UNTIL THE CITY TRAFFIC ENGINEER OR HIS REPRESENTATIVE APPROVES THE CAT-TRACKING OR PRE-MARKINGS IN THE FIELD.



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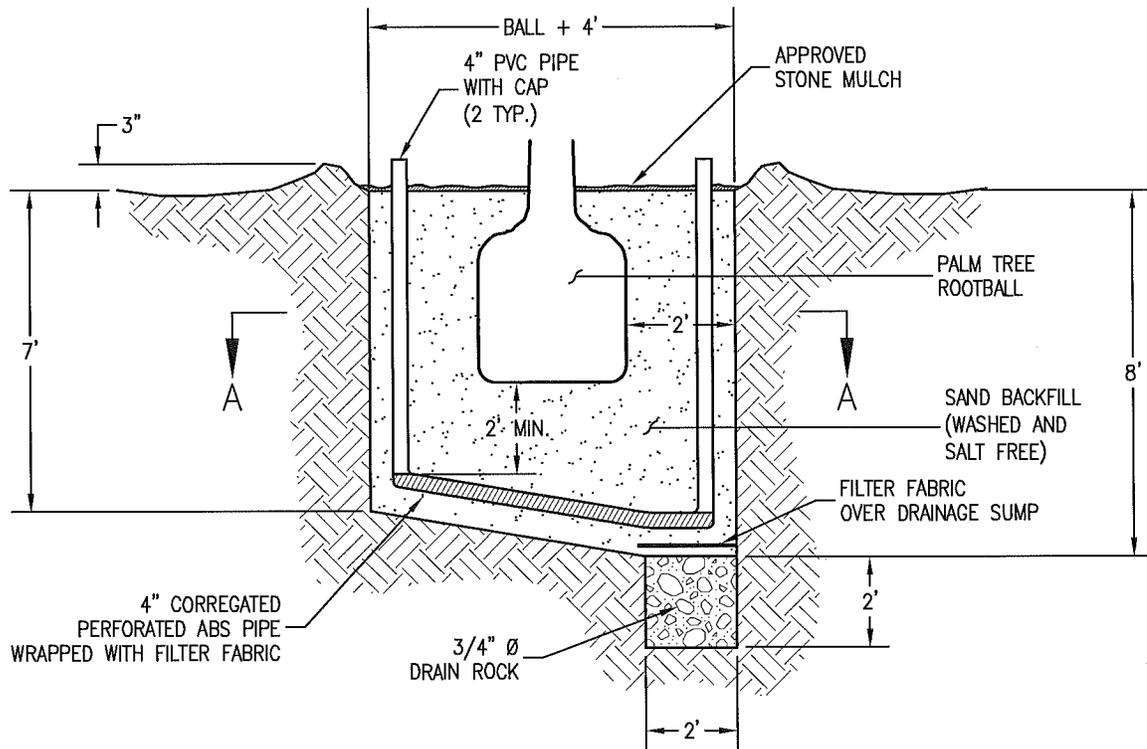
TYPICAL STOP INTERSECTION
 CITY OF SANTA CLARA

TR-8
 PAGE: 56

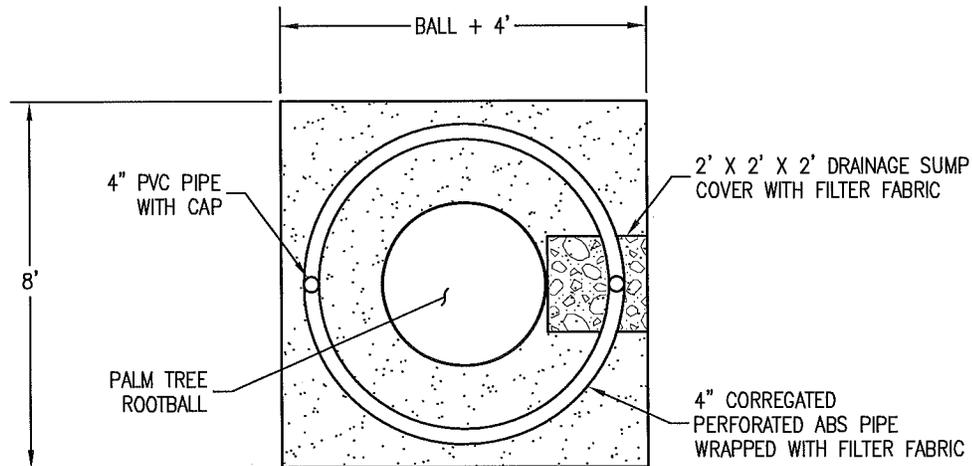
Department of Public Works
City of Santa Clara, CA

STANDARD DETAILS

LANDSCAPE SECTION DETAILS LS-1 TO LS-22



ELEVATION VIEW
NO SCALE



SECTION A-A
NO SCALE



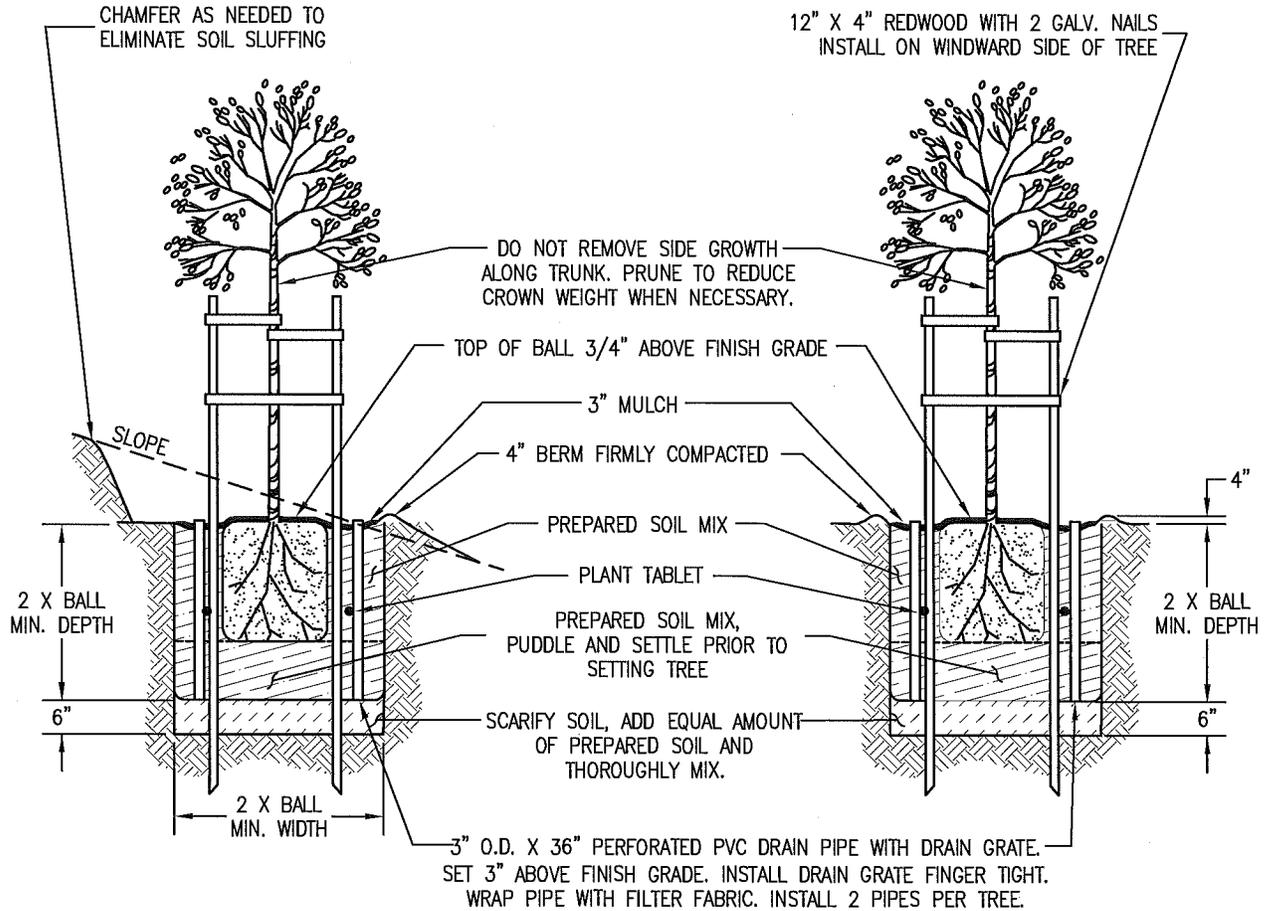
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 DATE: OCTOBER 2013

PALM TREE PLANTING
 CITY OF SANTA CLARA

LS-1

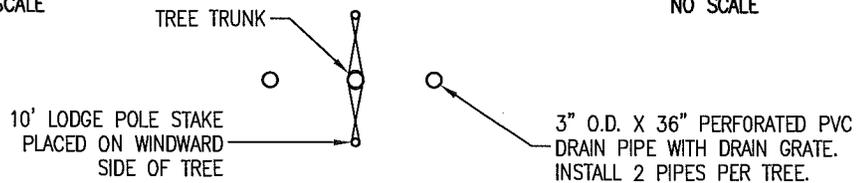
PAGE: 57

* ALL TREES EXCEPT PALMS



SLOPE SURFACE
ELEVATION VIEW
NO SCALE

LEVEL SURFACE
ELEVATION VIEW
NO SCALE



NOTES:

1. CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 642-2444 AT LEAST 5 DAYS PRIOR TO BEGINNING EXCAVATION WORK TO LOCATE EXISTING UTILITIES.
2. BUILD SOIL BERM MIN. 4" HIGH AND 3' FROM TREE TRUNK IN PLANTER STRIP. PROVIDE LOAM TOPSOIL NEEDED TO FORM BERM AND FILL HOLES.
3. SOIL, CONCRETE AND OTHER MATERIALS SPILLED ON STREET, SIDEWALK, AND PLANTING AREA SHALL BE CLEANED UP IMMEDIATELY BY CONTRACTOR.
4. IF TREE PLANTING IS DELAYED AFTER TREE WELLS ARE CONSTRUCTED, HOLES WILL BE FILLED IN WITH SOIL UNTIL TREES ARE AVAILABLE.
5. TREE PLANTING PIT DRAINAGE TEST TO BE: AUGER HOLE 18" DEEP 6" DIA., FILL WITH WATER, LET DRAIN, FILL WITH WATER AGAIN AND HAVE CITY ARBORIST ON SITE TO REVIEW DRAINAGE AND MAKE ANY NECESSARY RECOMMENDATIONS AT THAT TIME.



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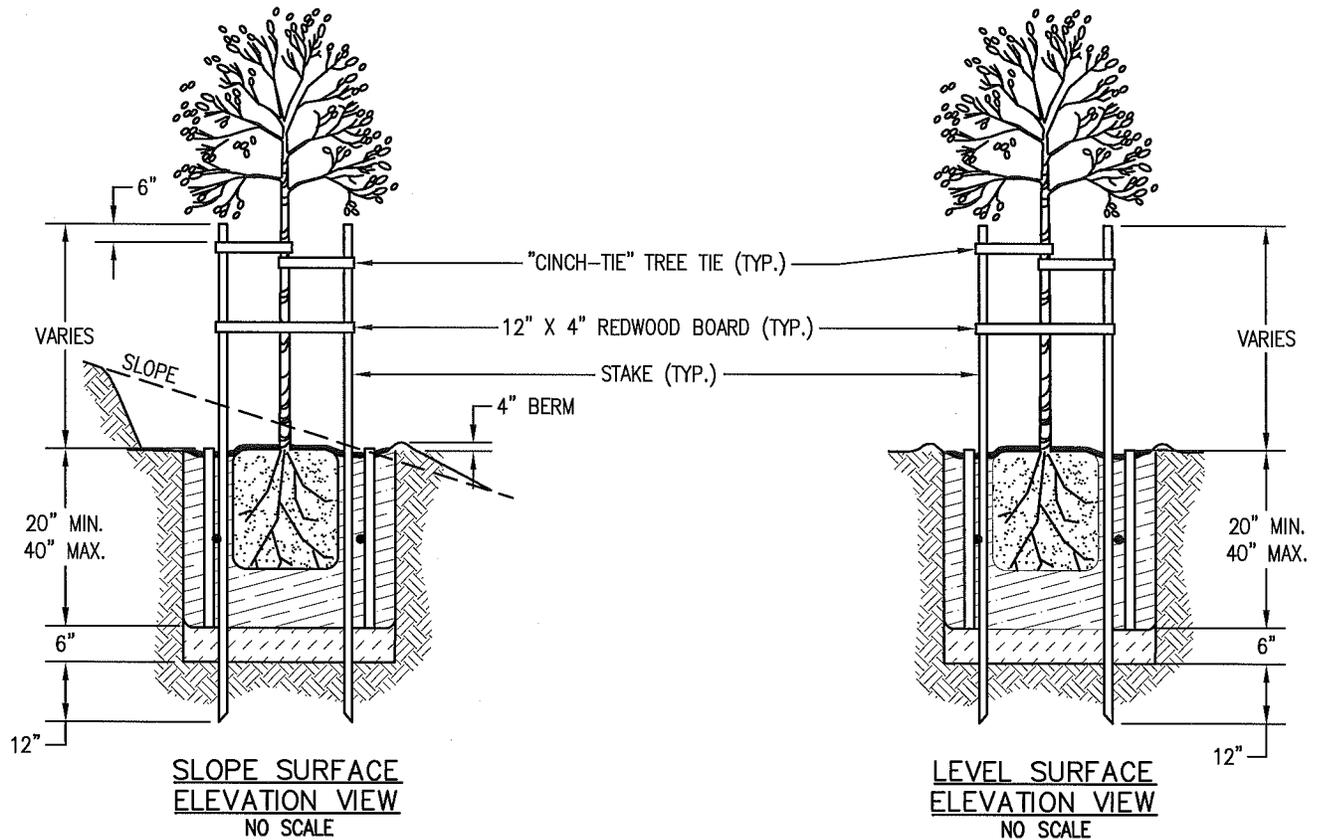
TREE PLANTING

CITY OF SANTA CLARA

LS-2

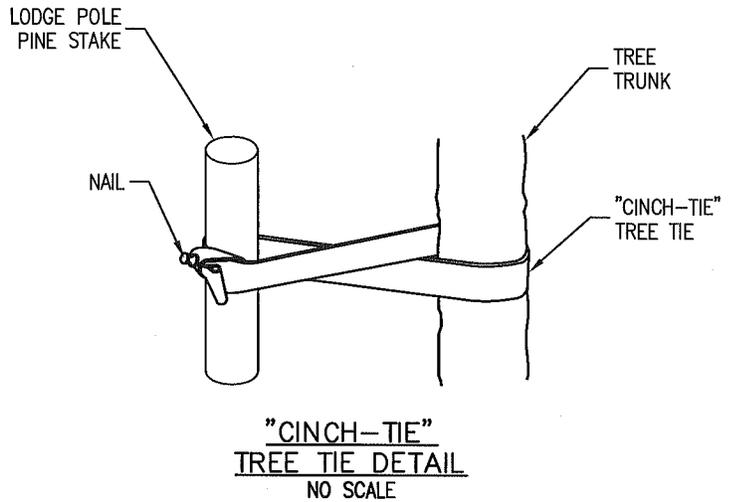
PAGE: 58

* ALL TREES EXCEPT PALMS



NOTES:

1. USE 2 STAKES AND 2 "CINCH-TIE" TREE TIES.
2. TIE TREE TRUNK 6" ABOVE BENDING MOMENT OF TREE.
3. TIE SHOULD ALLOW TRUNK FLEXIBILITY BUT NOT ALLOW THE STAKE TO RUB AGAINST THE TRUNK.
4. CUT STAKES 6" ABOVE TIES.
5. FOR SINGLE STAKE TREES, PLACE STAKE ON WINDWARD SIDE OF TREE.



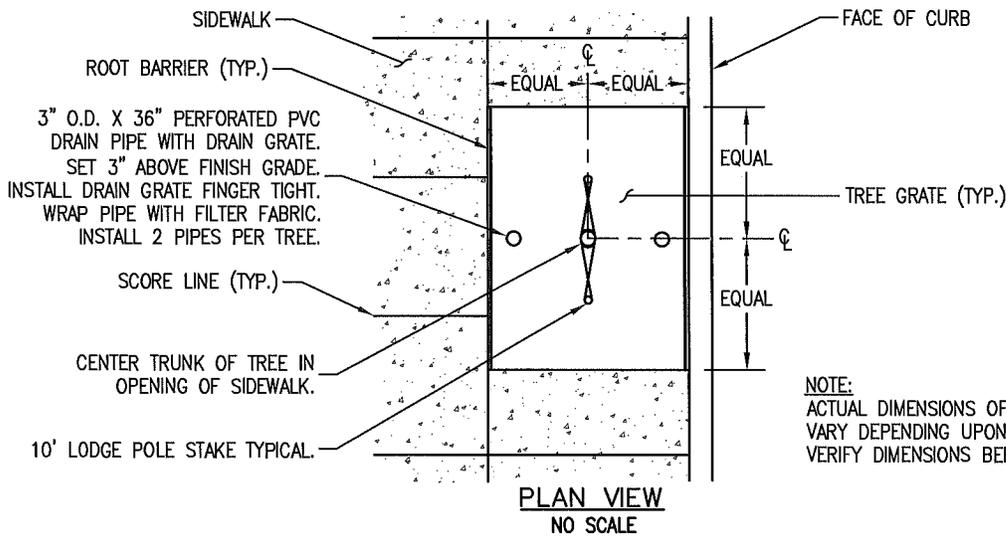
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 DATE: OCTOBER 2013

TREE STAKING

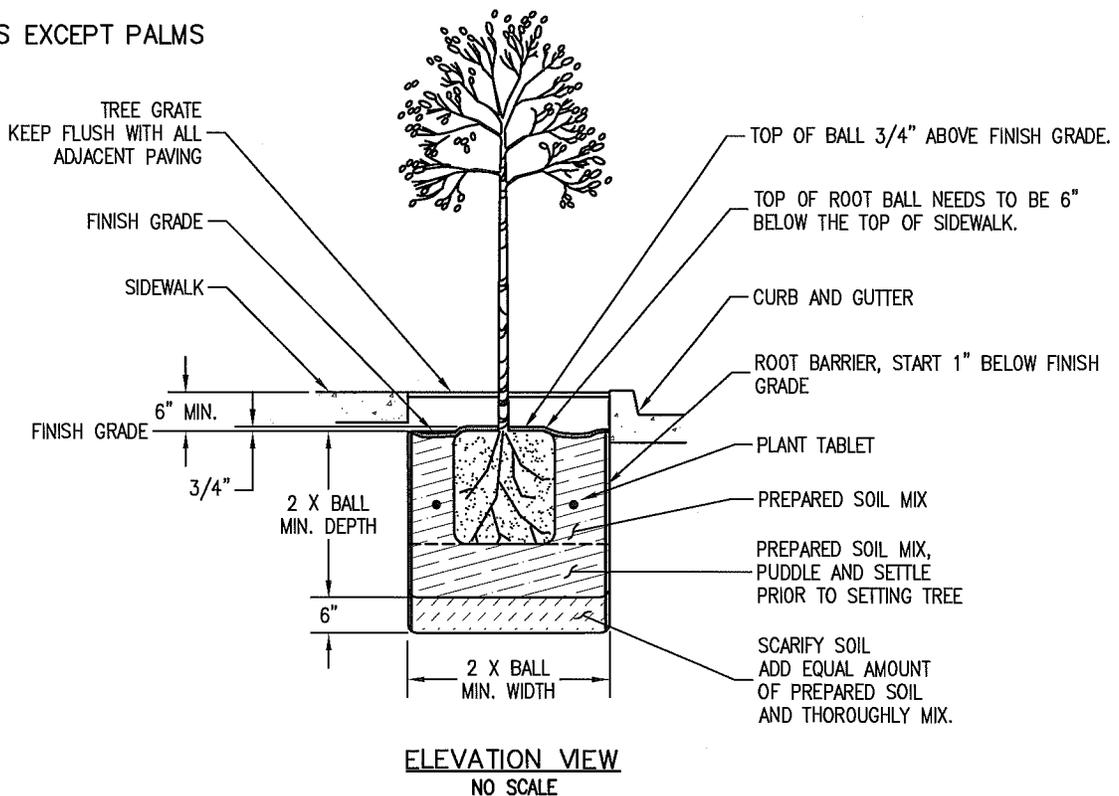
CITY OF SANTA CLARA

LS-3

PAGE: 59

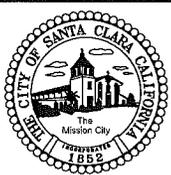


* ALL TREES EXCEPT PALMS



NOTES:

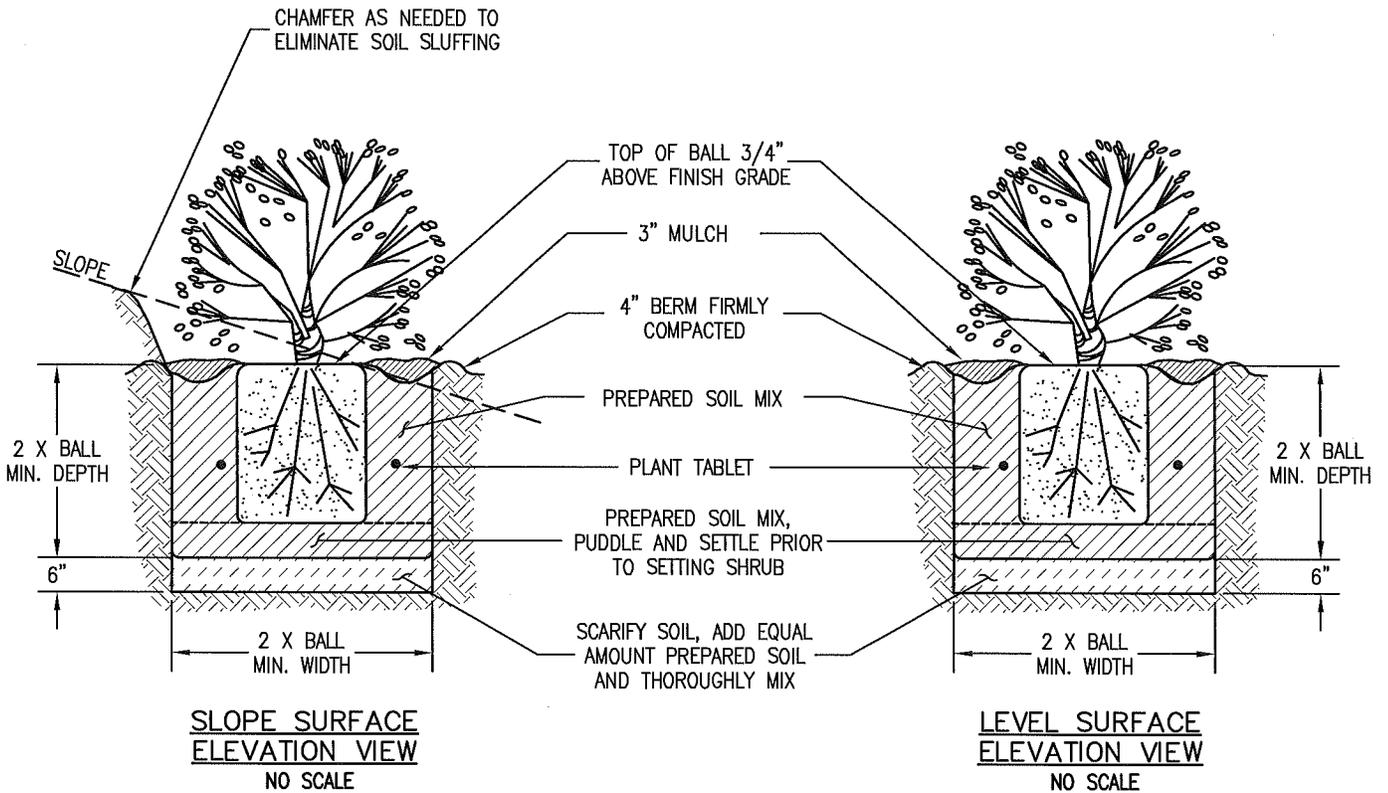
1. CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 642-2444 AT LEAST 5 DAYS PRIOR TO BEGINNING EXCAVATION WORK TO LOCATE EXISTING UTILITIES.
2. BUILD SOIL BERM MIN. 4" HIGH AND 3' FROM TREE TRUNK IN PLANTER STRIP. PROVIDE LOAM TOPSOIL NEEDED TO FORM BERM AND FILL HOLES.
3. SOIL, CONCRETE AND OTHER MATERIALS SPILLED ON STREET, SIDEWALK, AND PLANTING AREA SHALL BE CLEANED UP IMMEDIATELY BY CONTRACTOR.
4. IF TREE PLANTING IS DELAYED AFTER TREE WELLS ARE CONSTRUCTED, HOLES WILL BE FILLED IN WITH SOIL UNTIL TREES ARE AVAILABLE.
5. TREE PLANTING PIT DRAINAGE TEST TO BE: AUGER HOLE 18" DEEP 6" DIA., FILL WITH WATER, LET DRAIN, FILL WITH WATER AGAIN AND HAVE CITY ARBORIST ON SITE TO REVIEW DRAINAGE AND MAKE ANY NECESSARY RECOMMENDATIONS AT THAT TIME.



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 DATE: OCTOBER 2013

TREE WELL
 CITY OF SANTA CLARA

LS-4
 PAGE: 60



NOTES:

1. CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 642-2444 AT LEAST 5 DAYS PRIOR TO BEGINNING EXCAVATION WORK TO LOCATE EXISTING UTILITIES.
2. BUILD SOIL BERM MIN. 4" HIGH AND 3' FROM SHRUB TRUNK IN PLANTER STRIP. PROVIDE LOAM TOPSOIL NEEDED TO FORM BERM AND FILL HOLES.
3. SOIL, CONCRETE AND OTHER MATERIALS SPILLED ON STREET, SIDEWALK, AND PLANTING AREA SHALL BE CLEANED UP IMMEDIATELY BY CONTRACTOR.
4. IF TREE PLANTING IS DELAYED AFTER TREE WELLS ARE CONSTRUCTED, HOLES WILL BE FILLED IN WITH SOIL UNTIL TREES ARE AVAILABLE.
5. SHRUB PLANTING PIT DRAINAGE TEST TO BE CONDUCTED AT 3 DIFFERENT LOCATIONS ON SITE. TEST TO BE: AUGER HOLE 18" DEEP 6" DIA., FILL WITH WATER, LET DRAIN, FILL WITH WATER AGAIN AND HAVE CITY ARBORIST ON SITE TO REVIEW DRAINAGE AND MAKE ANY NECESSARY RECOMMENDATIONS AT THAT TIME.

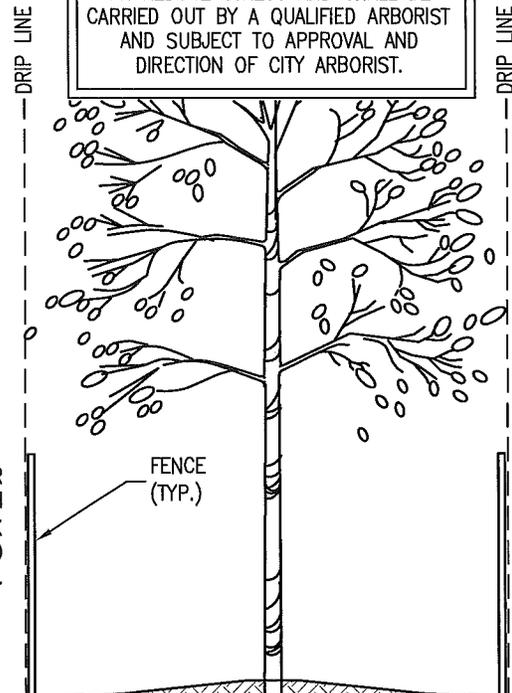


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 DATE: OCTOBER 2013

SHRUB PLANTING
 CITY OF SANTA CLARA

LS-5
 PAGE: 61

PRUNING MAY BE NECESSARY TO FACILITATE REMOVAL OF DEAD WOOD, CONFLICT WITH NEW STRUCTURE, OR REDUCE STRESS AND SHALL BE CARRIED OUT BY A QUALIFIED ARBORIST AND SUBJECT TO APPROVAL AND DIRECTION OF CITY ARBORIST.



FENCE THE PERIMETER OF DRIP LINE WITH 6' HIGH CHAIN LINK FENCE OR APPROVED EQUAL.

FENCE (TYP.)

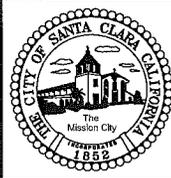
BORING OF UTILITY LINES IS LESS DAMAGING TO TREES THAN TRENCHING.

WHEN EXCAVATING AND TRENCHING ADJACENT TO DRIP LINES, APPROVAL OF CITY ARBORIST IS REQUIRED.

1. CUT AS FEW ROOTS AS POSSIBLE AND CUT THEM CLEAN.
2. PAINT CUT ROOTS WITH APPROVED DRESSING.
3. BACKFILL AS SOON AS POSSIBLE TO AVOID ROOTS FROM DRYING.

NOTES:

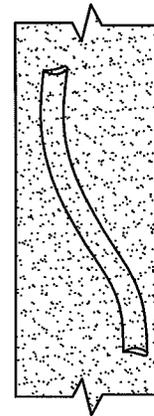
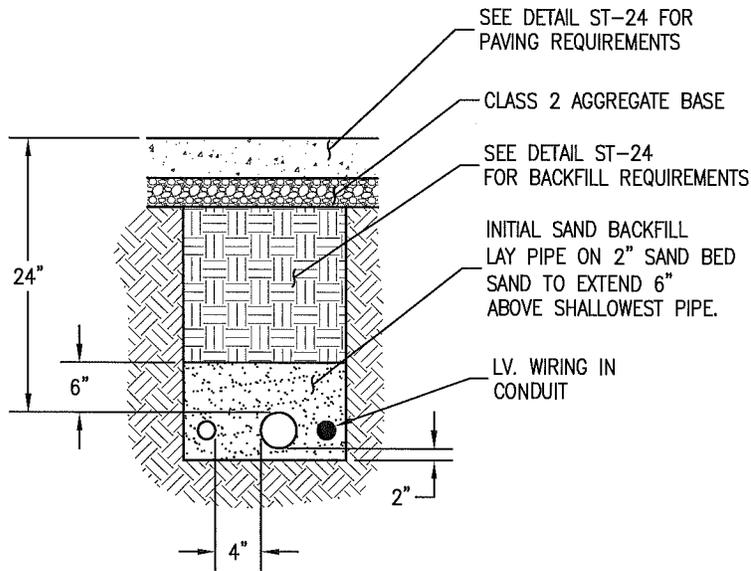
1. PROVIDE ADEQUATE RETAINING WALL – NO CLOSER THAN DRIP LINE. LARGE AMOUNTS OF FILL WILL INHIBIT DELICATE BALANCE BETWEEN ROOTS AND SOIL.
2. AVOID ANY PONDING BY DRAINING LOW POINTS.
3. PRIOR TO GRADING, INSTALL FENCES AND BARRICADES AROUND TREE.
4. FERTILIZE AND WATER TO MINIMIZE SHOCK AS DIRECTED BY QUALIFIED ARBORIST.



DRAWN BY: K. TRAN
 CHECKED BY: C. QUANZ
 APPROVED BY: G. GOMEZ
 DATE: OCTOBER 2013

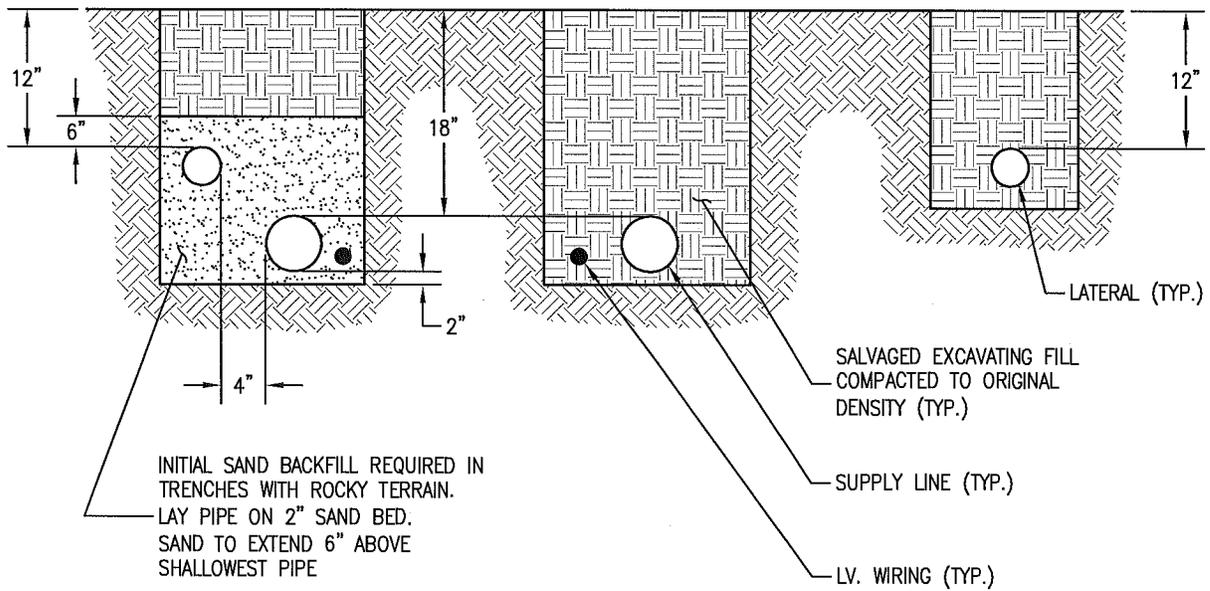
TREE PROTECTION
 CITY OF SANTA CLARA

LS-6
 PAGE: 62



SNAKE ALL PIPE
IN TRENCHES
AS SHOWN

TRENCH IN PAVED AREA
ELEVATION VIEW
NO SCALE



TRENCHES IN PLANTING AREA
ELEVATION VIEW
NO SCALE



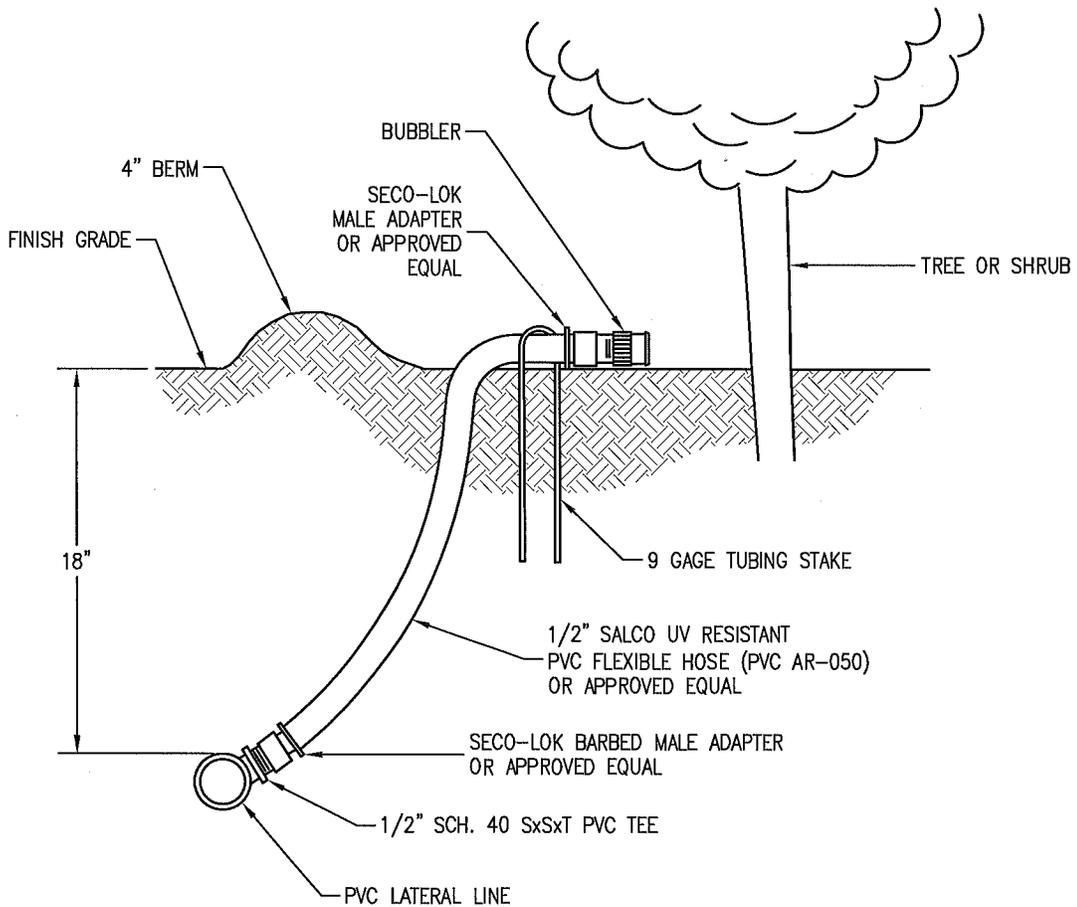
DRAWN BY: K. TRAN
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LANDSCAPE
TRENCHING DETAILS

CITY OF SANTA CLARA

LS-7

PAGE: 63



ELEVATION VIEW
NO SCALE

NOTES:

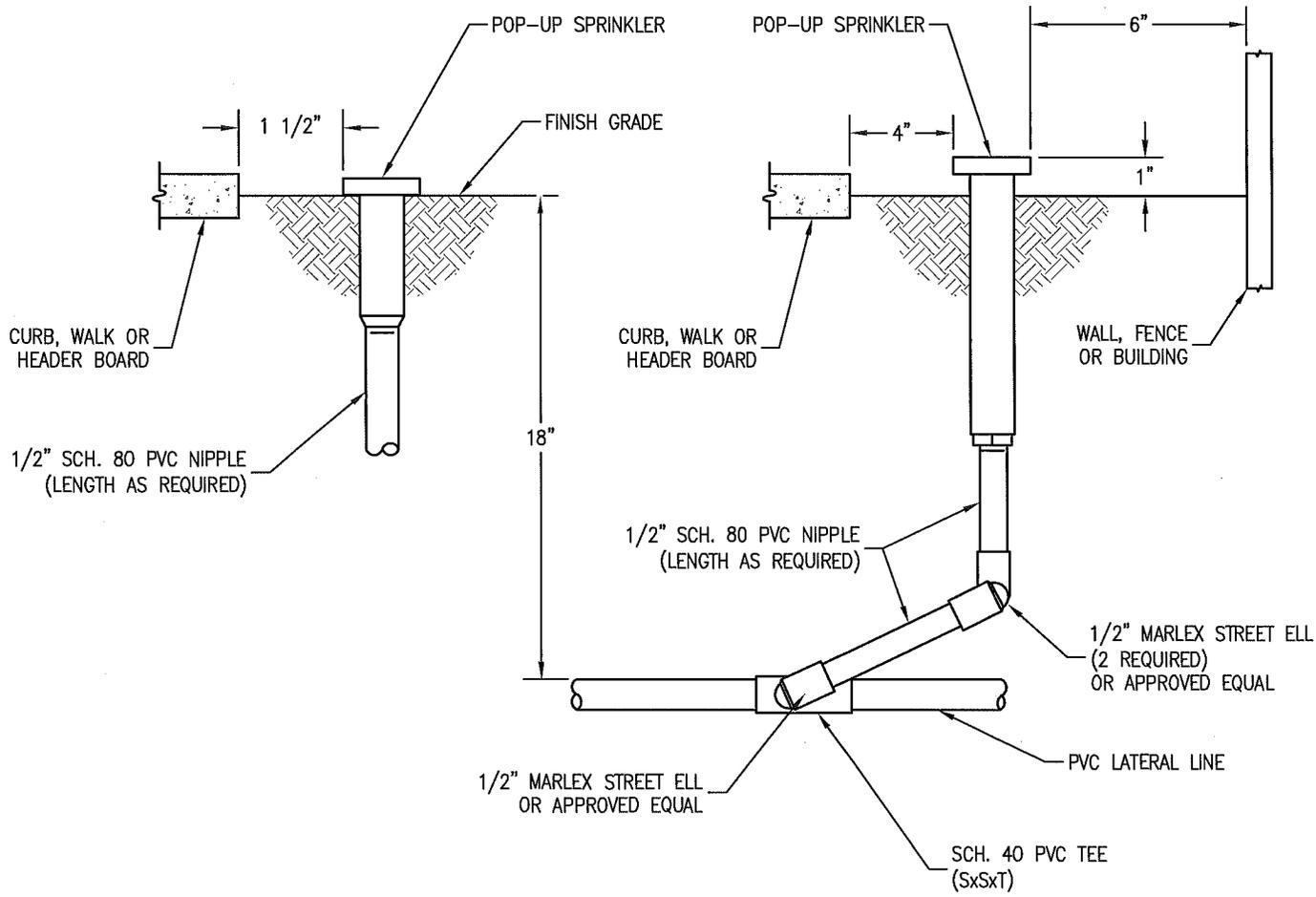
1. ONE BUBBLER PER TREE TO BE PLACED UPHILL SIDE OF ROOTBALL.
2. TREE BUBBLER TO BE A MINIMUM 1' AWAY FROM AERATION TUBE.



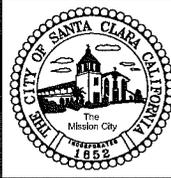
DRAWN BY: K. TRAN
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TREE AND SHRUB
 BUBBLER
 CITY OF SANTA CLARA

LS-8
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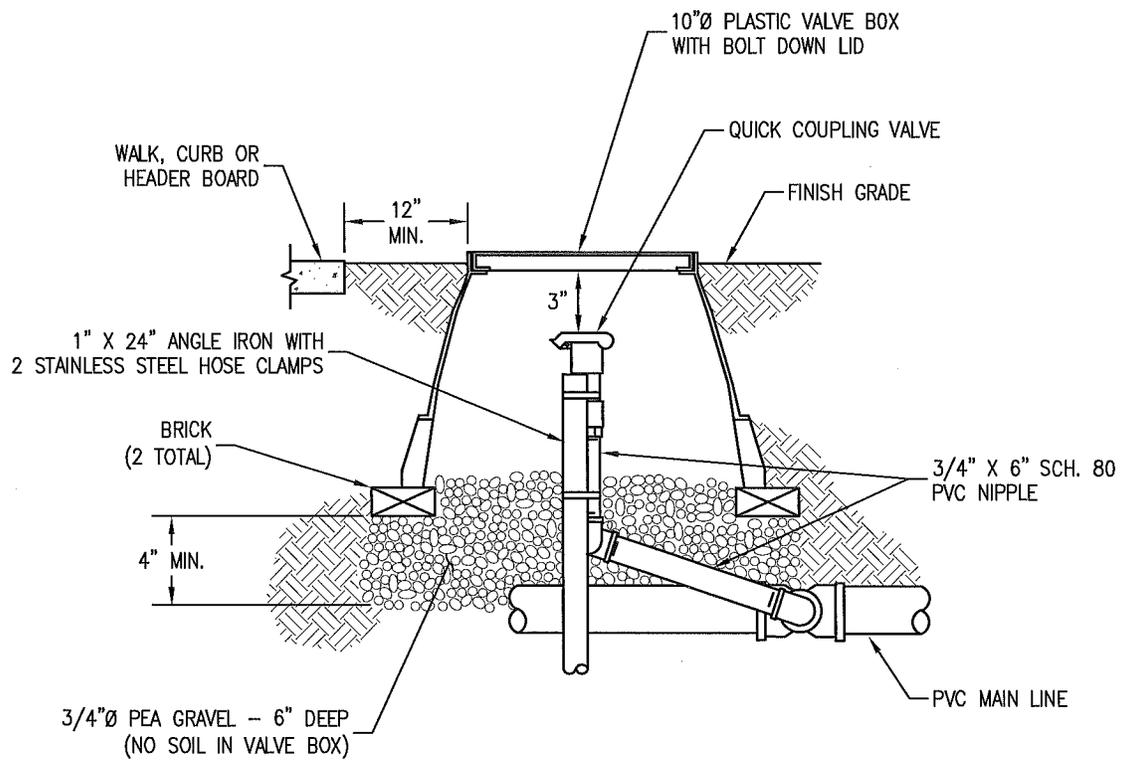
ELEVATION VIEW
NO SCALE



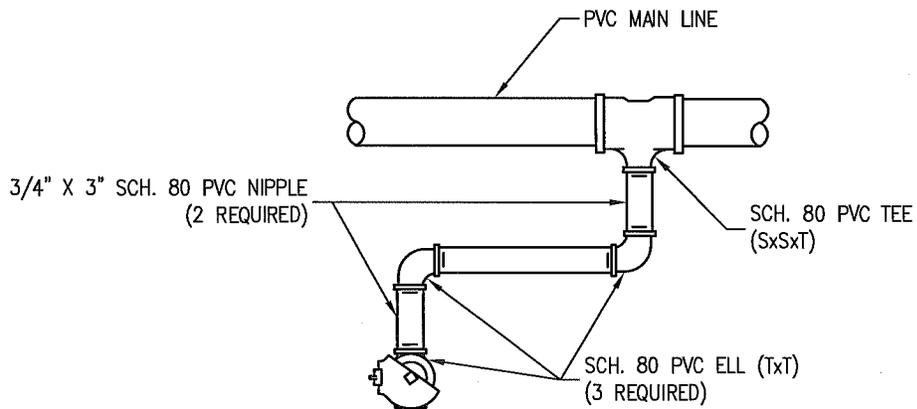
DRAWN BY: K. TRAN
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POP-UP SPRINKLER
 CITY OF SANTA CLARA

LS-9
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ELEVATION VIEW
NO SCALE



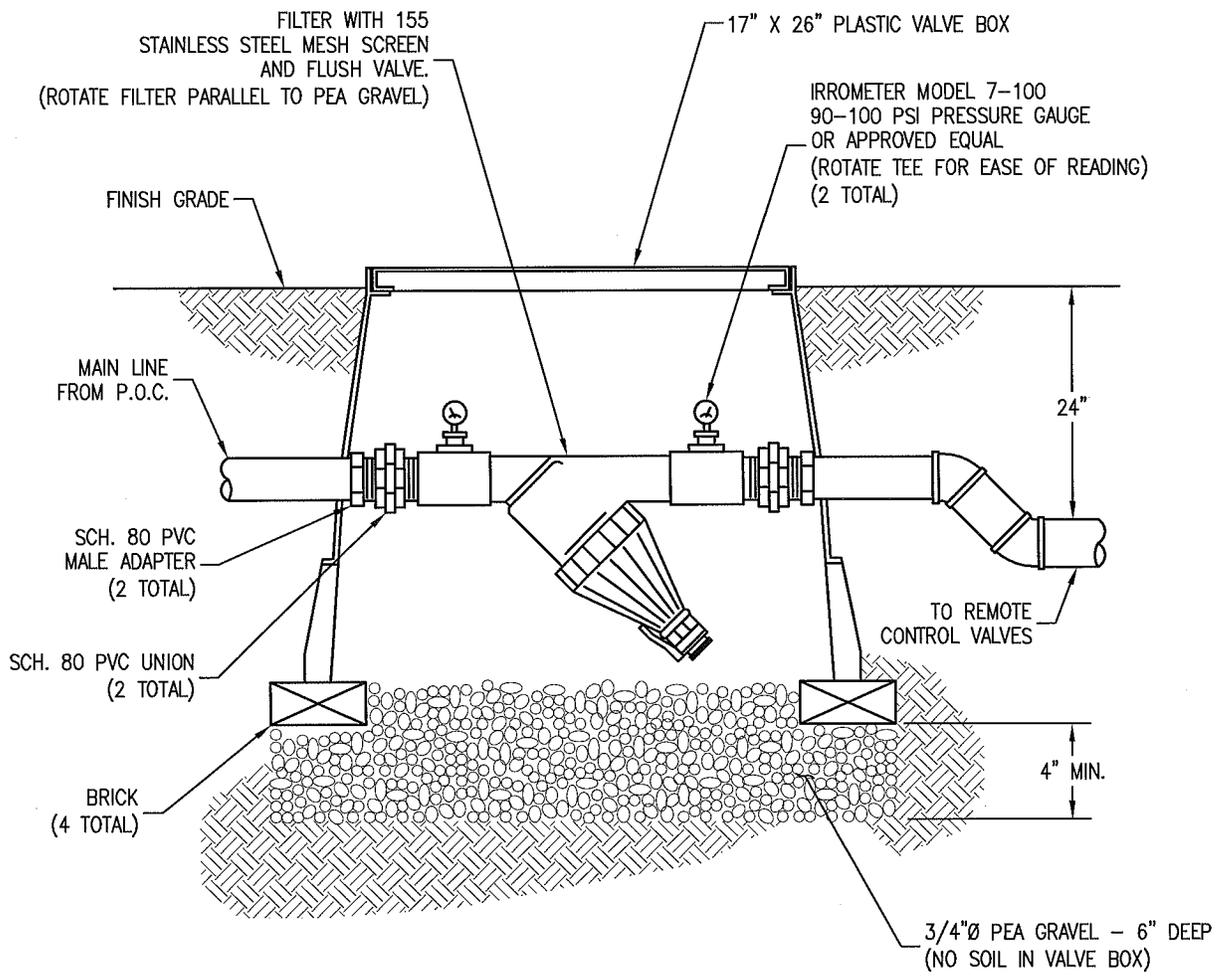
PLAN VIEW
NO SCALE



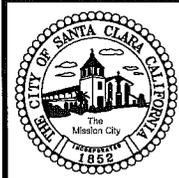
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QUICK COUPLER
 CITY OF SANTA CLARA

LS-10
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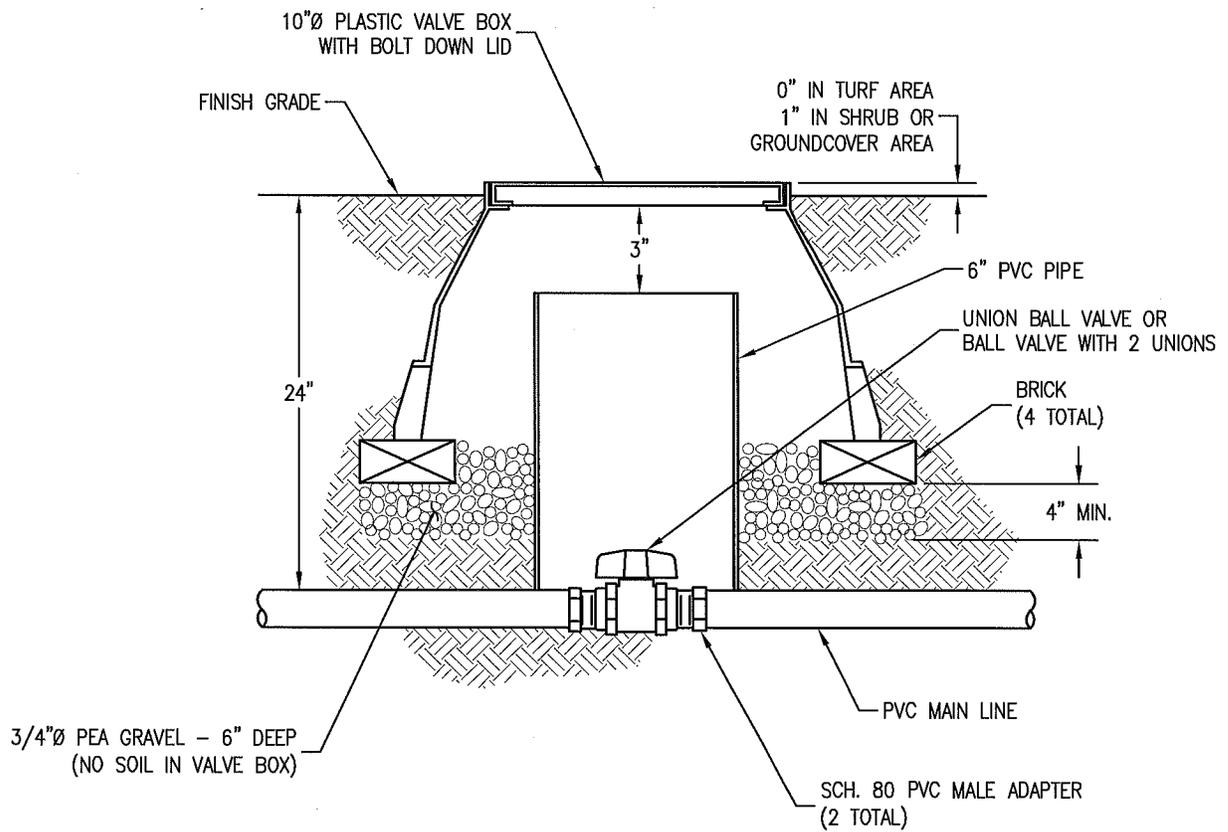
ELEVATION VIEW
NO SCALE



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LANDSCAPE FILTER
 CITY OF SANTA CLARA

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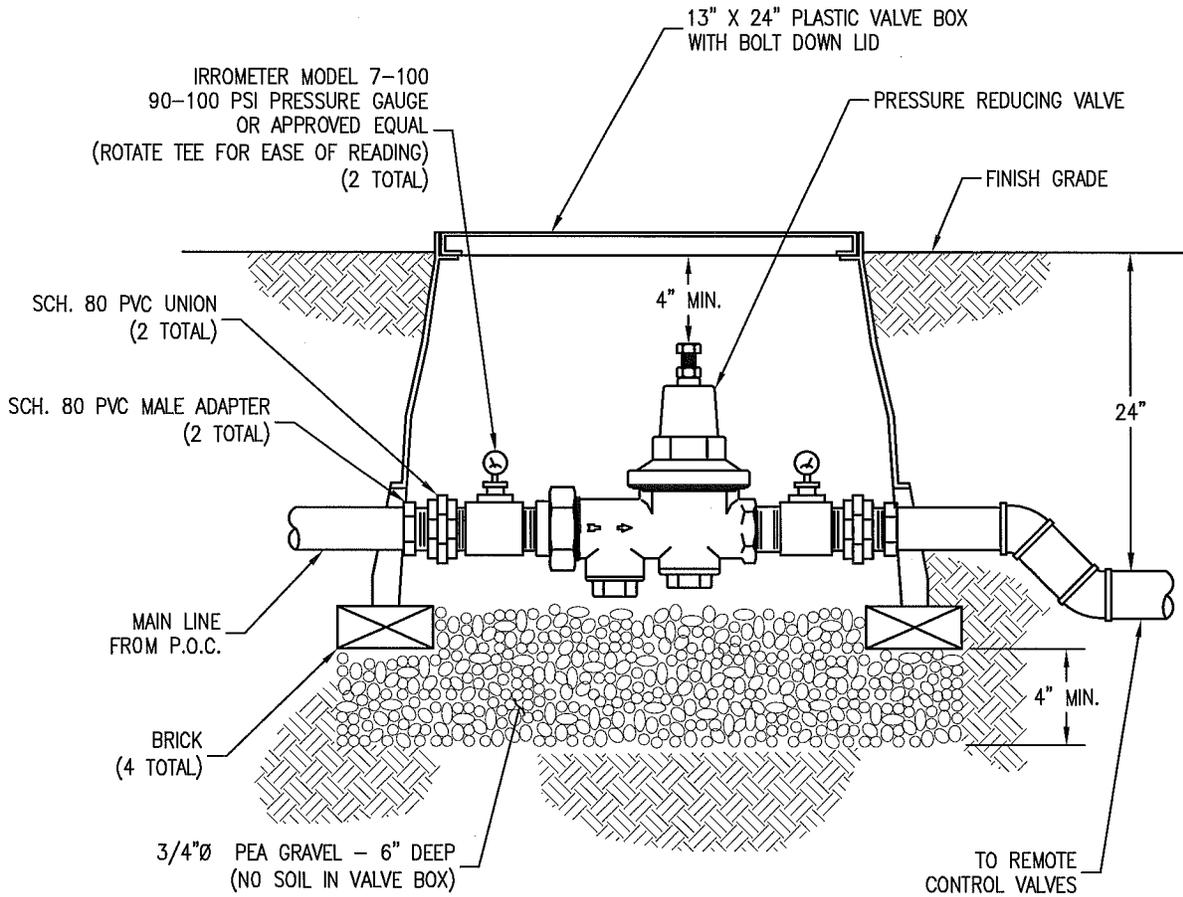
ELEVATION VIEW
NO SCALE



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UNION BALL VALVE
 CITY OF SANTA CLARA

LS-13
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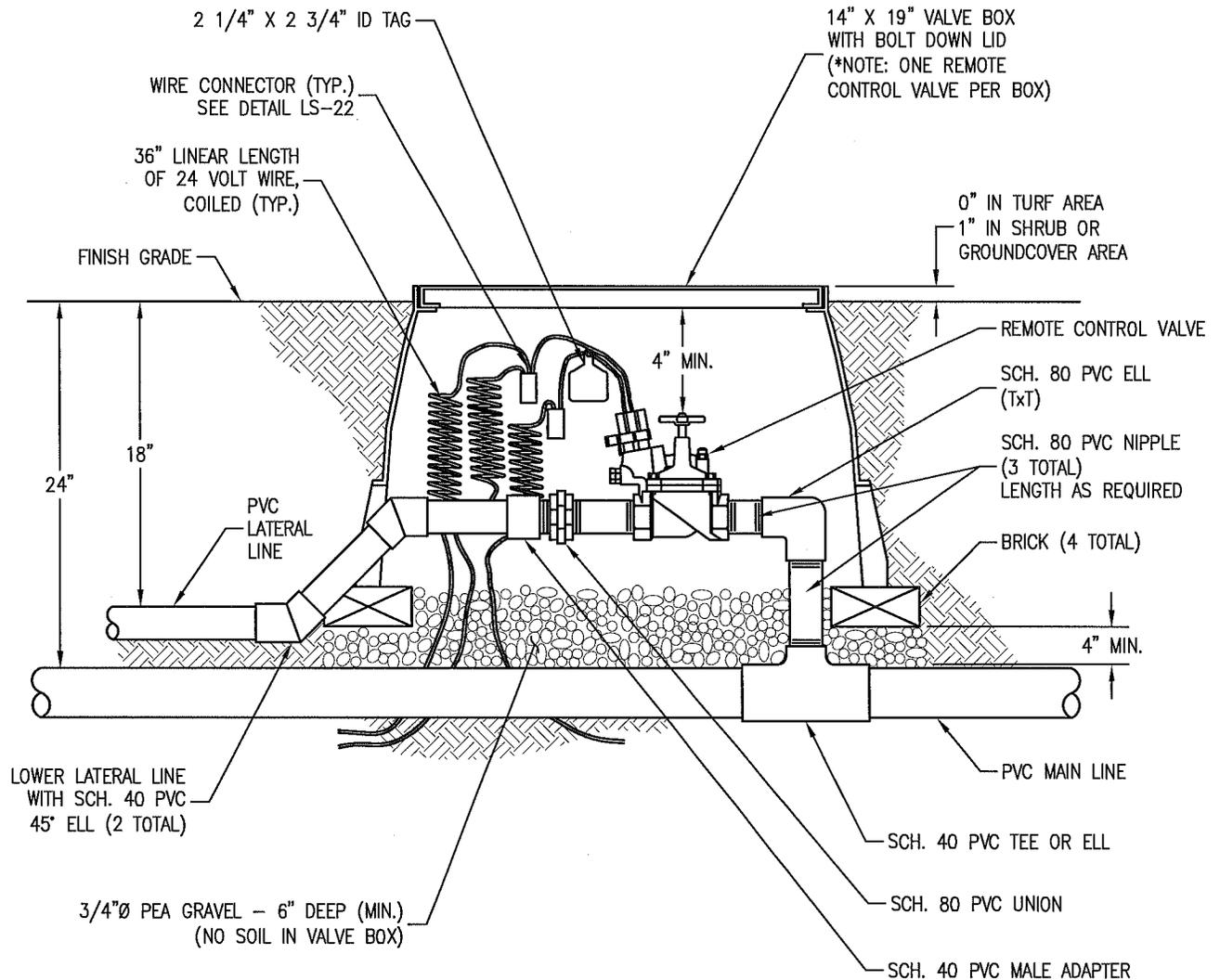
ELEVATION VIEW
NO SCALE



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PRESSURE REDUCING VALVE
 CITY OF SANTA CLARA

LS-14
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ELEVATION VIEW
NO SCALE



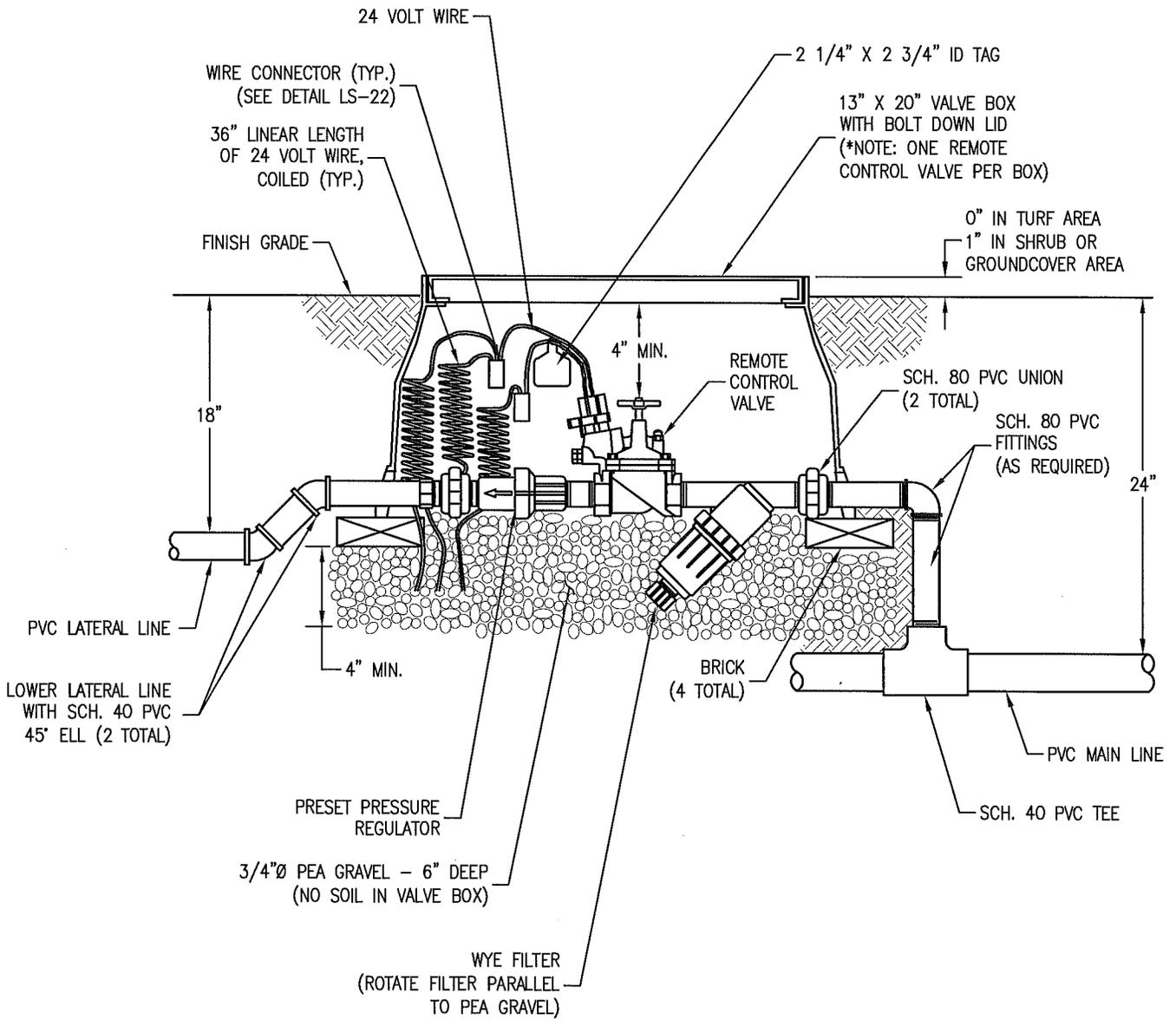
DRAWN BY: K. TRAN
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REMOTE CONTROL VALVE

CITY OF SANTA CLARA

LS-15

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ELEVATION VIEW
NO SCALE



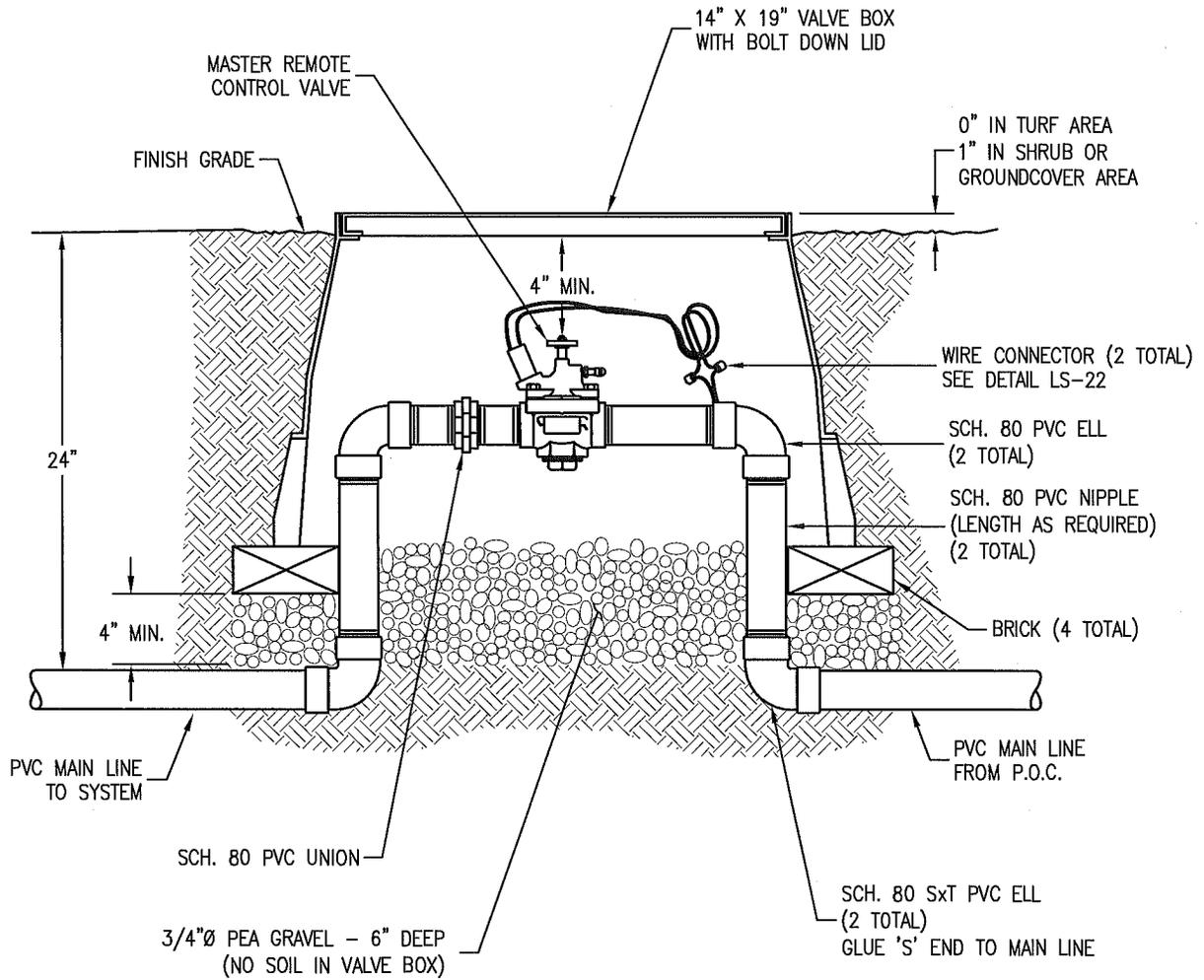
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**LOW VOLUME
 REMOTE CONTROL VALVE**

CITY OF SANTA CLARA

LS-16

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ELEVATION VIEW
NO SCALE



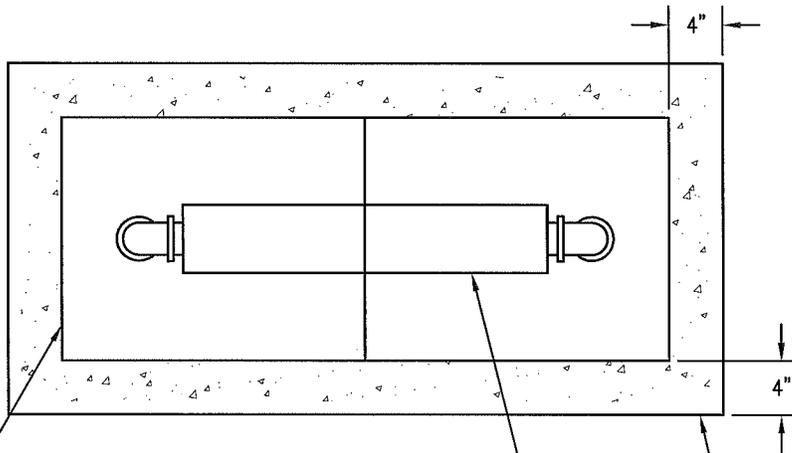
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**MASTER REMOTE
CONTROL VALVE**

CITY OF SANTA CLARA

LS-17

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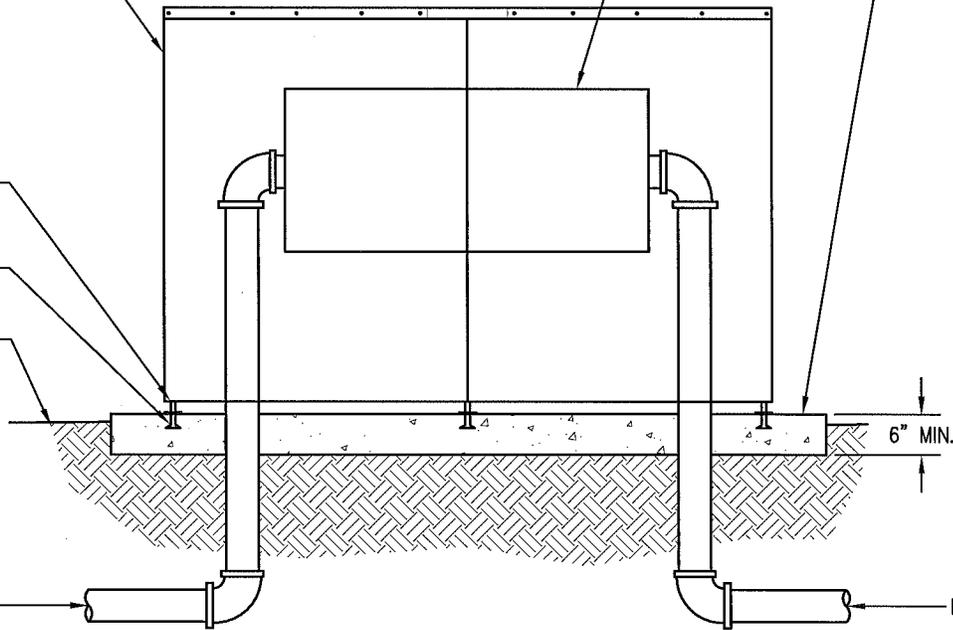


PLAN VIEW
NO SCALE

ALUMINUM
BACKFLOW
ENCLOSURE

BACKFLOW
PREVENTOR

POURED CONCRETE BASE



ELEVATION VIEW
NO SCALE



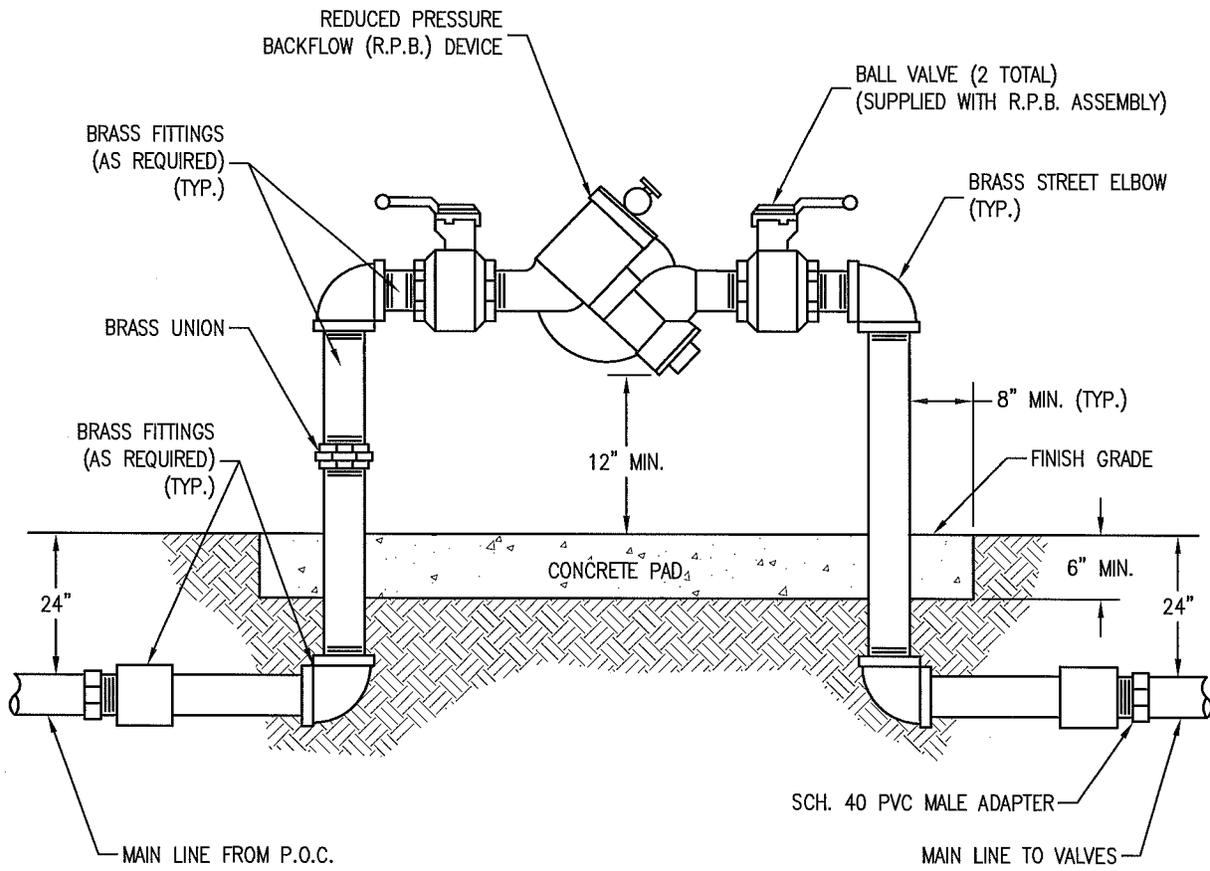
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BACKFLOW ENCLOSURE

CITY OF SANTA CLARA

LS-18

PAGE: 74



ELEVATION VIEW
NO SCALE

NOTES:

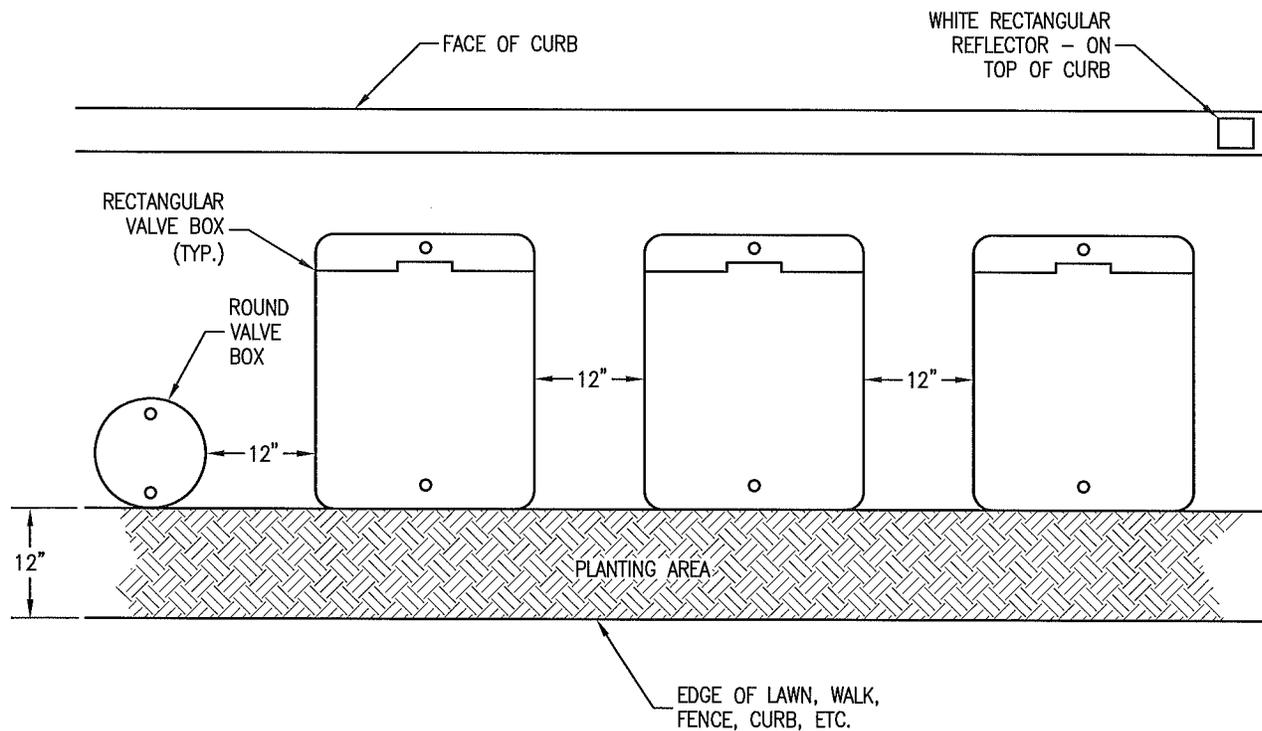
1. EVENLY COAT METAL FITTINGS EXPOSED TO SOIL AND CONCRETE WITH 3M SCOTCHRAP PIPE PRIMER AND THEN WRAP WITH 3M SCOTCHRAP NO. 51 BLACK TAPE (3/4" OVERLAP).
2. FOR SERVICE CONNECTION, REFER TO WATER & SEWER DEPARTMENT STANDARD DETAILS.



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**REDUCED PRESSURE
 BACKFLOW ASSEMBLY**
 CITY OF SANTA CLARA

LS-19
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PLAN VIEW
NO SCALE

NOTES:

1. CENTER BOXES OVER VALVES.
2. SET BOXES IN GROUND COVER/SHRUB AREA WHERE POSSIBLE.
3. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE.
4. AVOID HEAVILY COMPACTING SOIL AROUND BOXES TO PREVENT DAMAGING VALVE BOXES



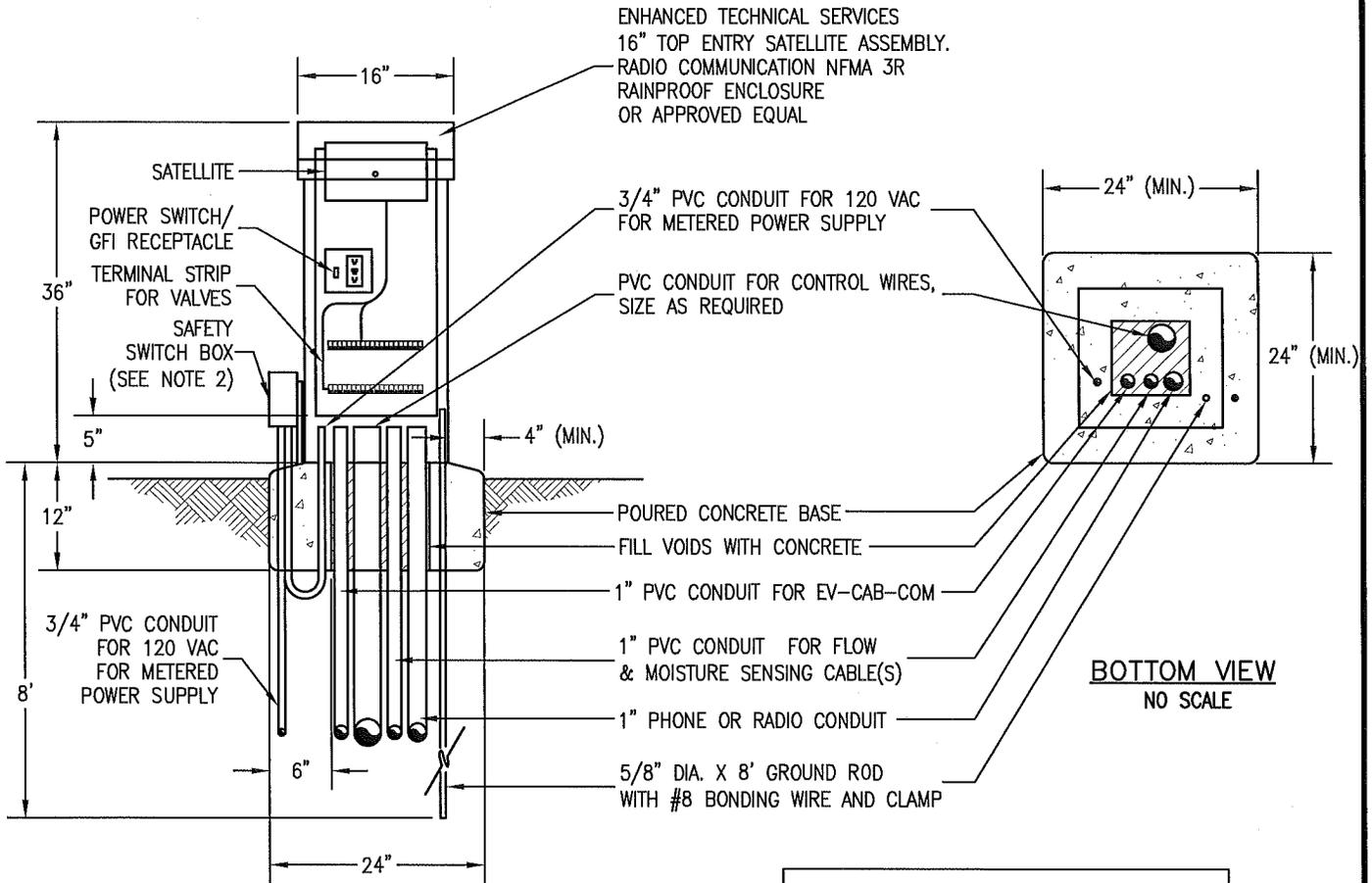
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**IRRIGATION
VALVE BOX LOCATIONS**

CITY OF SANTA CLARA

LS-20

PAGE: 76

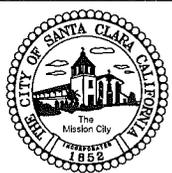


16" ENTRY SATELLITE ASSEMBLY
(SA6-RM8-(STA#)/DX3)
OR APPROVED EQUAL
ELEVATION VIEW
 NO SCALE

NOTES:

1. ENCLOSURE TYPE MAY VARY PER APPLICATION UPON APPROVAL.
2. SAFETY SWITCH BOX SHALL BE SERIES E3 RAINPROOF 30 AMPS TYPE 3R ENCLOSURE, OR APPROVED EQUAL.
3. SAFETY SWITCH BOX SHALL BE ATTACHED EITHER TO THE ENCLOSURE EXTERIOR OR TO APPROVED POST (1"x1" STEEL OR 4"x4" WOOD).

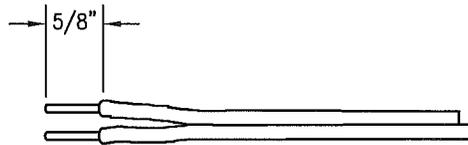
- SA ASSEMBLY TO INCLUDE**
- CONTROLLER MODEL AS SPECIFIED
 - ENCLOSURE MODEL AS SPECIFIED
 - OPTIONS AS SPECIFIED
 - TERMINAL STRIPS
 - TEMPLATE & BOLTS
 - 8' COPPER GROUND ROD
 - 5 YEAR LIMITED WARRANTY
 - CONTACT ENHANCED TECHNICAL SERVICES TO OBTAIN CERTIFICATION



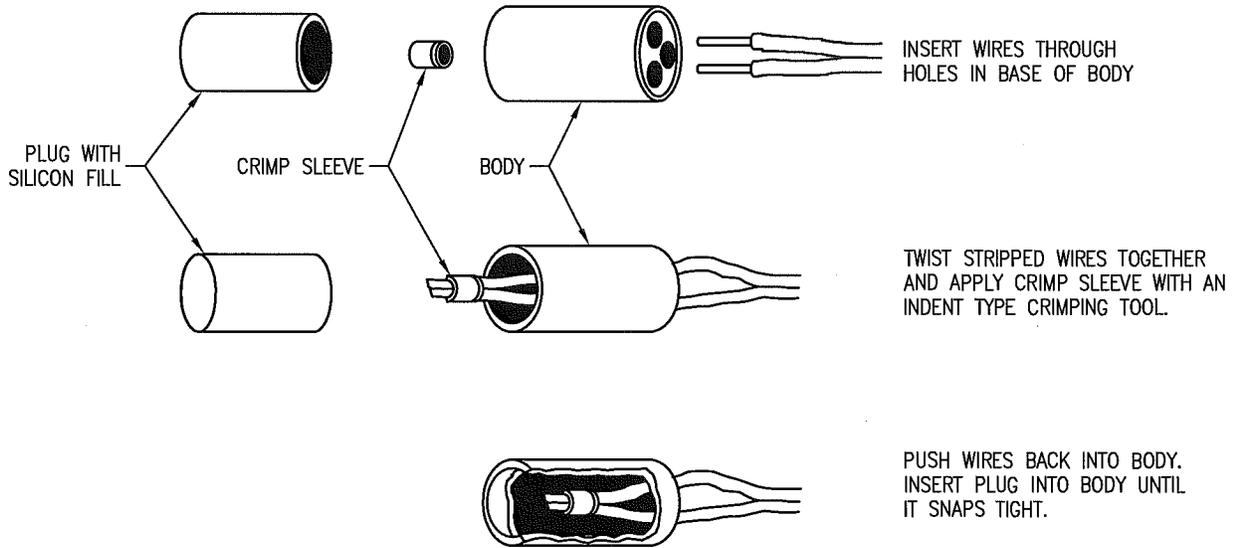
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IRRIGATION SATELLITE
(RADIO COMMUNICATION)
 CITY OF SANTA CLARA

LS-21
 PAGE: 77



STRIP WIRES TO APPROXIMATELY 5/8" FROM END.



INSERT WIRES THROUGH HOLES IN BASE OF BODY

TWIST STRIPPED WIRES TOGETHER AND APPLY CRIMP SLEEVE WITH AN INDENT TYPE CRIMPING TOOL.

PUSH WIRES BACK INTO BODY. INSERT PLUG INTO BODY UNTIL IT SNAPS TIGHT.

NOTES:

1. ONE CONNECTOR WILL HANDLE #10, #12 AND #14 AWG WIRES.
2. WIRE CONNECTOR WILL ACCEPT TWO OR THREE WIRE CONNECTIONS.
3. MANUFACTURED BY SPEARS, MODEL DS-400, OR APPROVED EQUAL.



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LOW VOLTAGE IRRIGATION
 WIRE CONNECTION

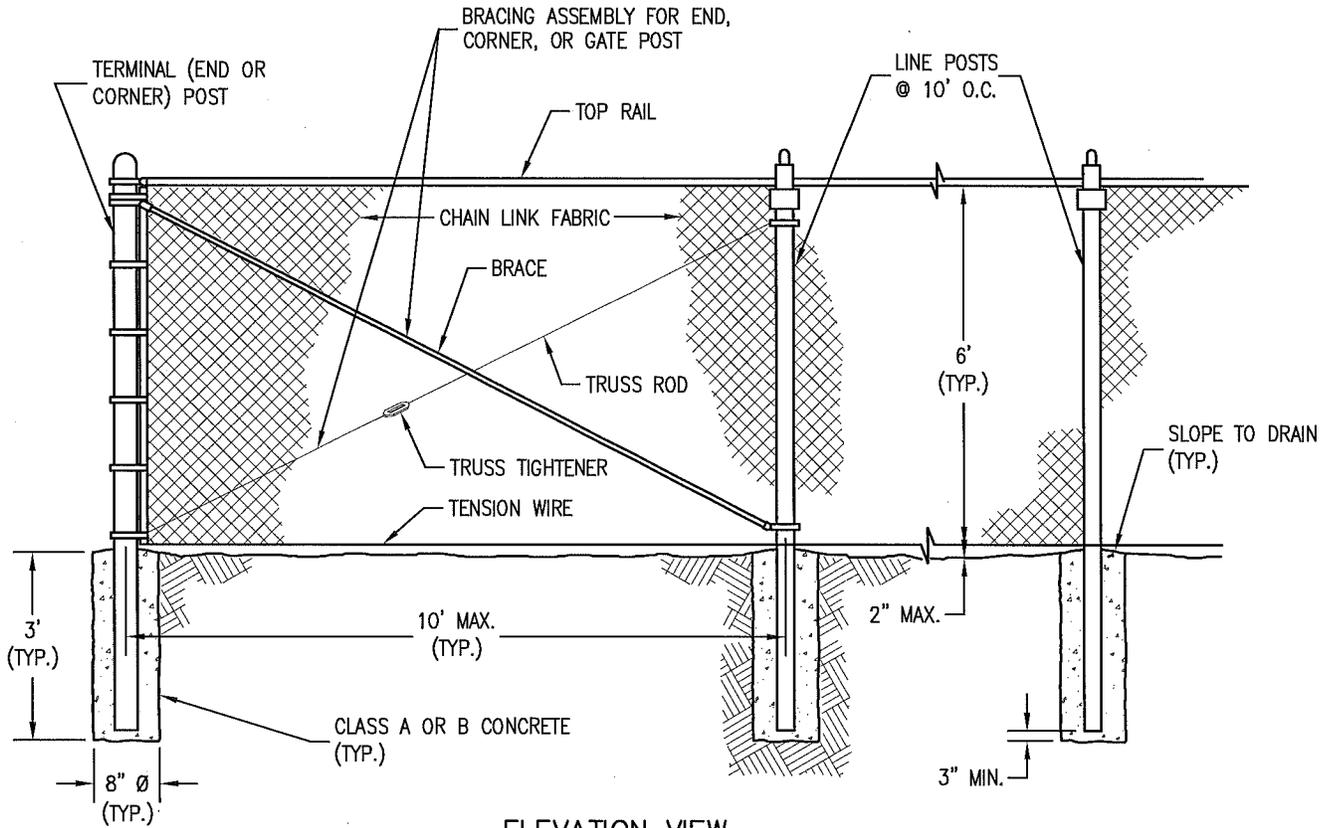
CITY OF SANTA CLARA

LS-22

Department of Public Works
City of Santa Clara, CA

STANDARD DETAILS

MISCELLANEOUS SECTION
DETAILS MI-1 TO MI-4



ELEVATION VIEW
NO SCALE

NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO CALTRANS REQUIREMENTS FOR CHAIN LINK FENCE AS SPECIFIED IN SECTION 80-4 OF THE STANDARD SPECIFICATION EXCEPT THAT IN LIEU OF TOP TENSION WIRE, TOP RAIL SHALL BE USED. TOP RAIL SHALL BE GALVANIZED STEEL PIPE NOT LESS THAN 1.63" OUTSIDE DIA. AND WEIGHING NOT LESS THAN 1.93 LBS. PER LINEAL FOOT.
2. CHAIN LINK FABRIC WIRE SHALL BE 11-GAGE MINIMUM. IF SPECIFIED, THE PLASTIC COATED STEEL MESH AND STAINED REDWOOD SLATS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
 - A) PLASTIC COATED CHAIN LINK FABRIC SHALL BE 11-GAGE PLASTIC COATED COMMERCIAL QUALITY STEEL WIRE WOVEN INTO A 2" MESH CHAIN LINK FABRIC. PLASTIC COATING SHALL BE FIRMLY BONDED TO THE STEEL CORE WIRE AND PROVIDE A DENSE IMPERVIOUS COVERING AT LEAST 0.005" THICK. THE COATING SHALL BE OF A HIGH QUALITY AND SHOW NO DELETERIOUS EFFECTS FROM CHEMICALS SUCH AS AMMONIUM HYDROXIDE, SODIUM CHLORIDE, GASOLINE, PETROLIUM OILS, OR HYDROCHLORIC ACID, NOR SHALL IT SUPPORT COMBUSTION. THE COATING SHALL ALSO HAVE AN ESTHETICALLY PLEASING COLOR THAT WILL NOT FADE, CRACK, OR SPLIT FROM NORMAL AGE AND EXPOSURE.
 - B) REDWOOD PICKET CHAIN LINK FABRIC SHALL HAVE 9-GAGE HEAVILY ZINC COATED CHAIN LINK WIRE WOVEN IN A 3 1/2" X 5 1/2" MESH AND STANDARD GRADE "A" 3/8" X 2 1/2" STAINED REDWOOD PICKETS INSERTED VERTICALLY IN EACH MESH OF THE CHAIN LINK FABRIC FOR THE FULL HEIGHT OF THE FABRIC.



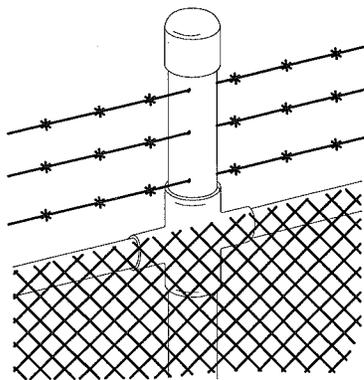
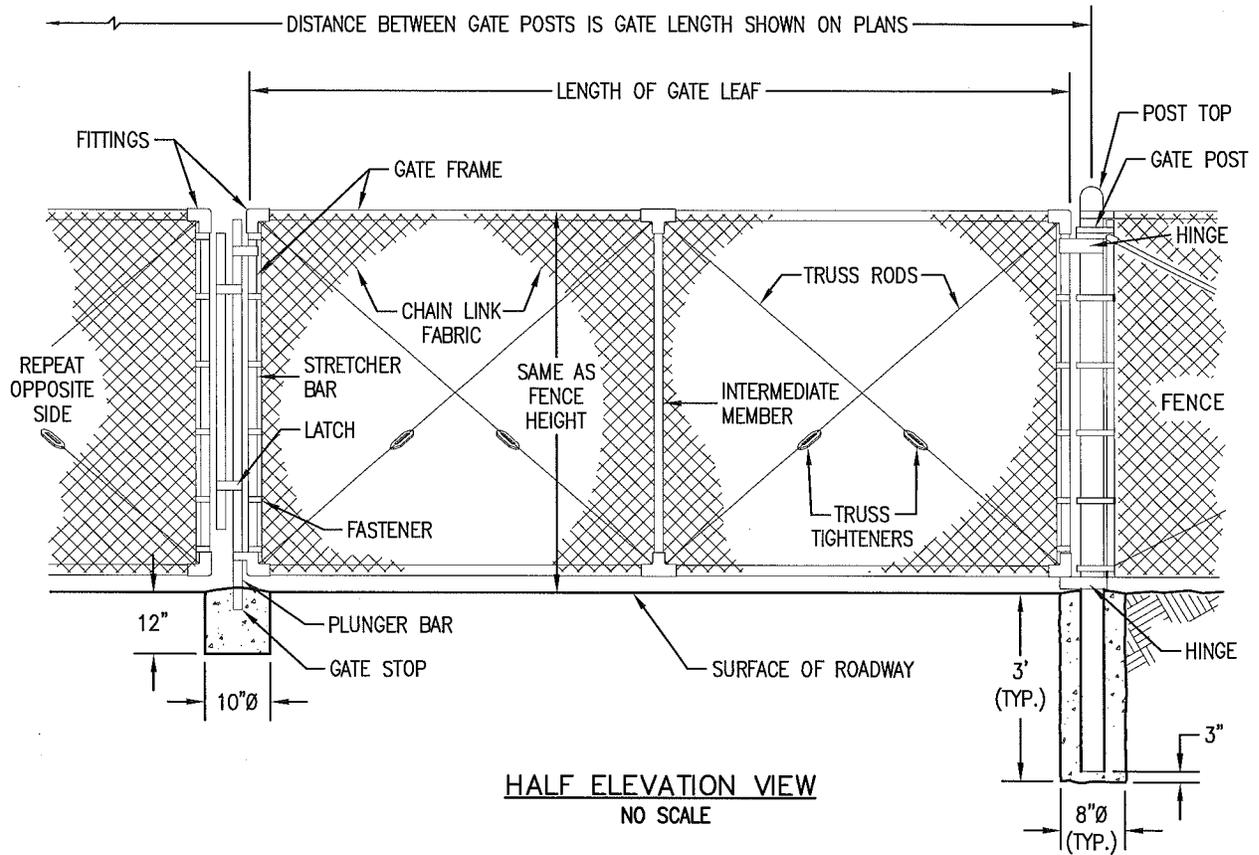
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CHAIN LINK FENCE

CITY OF SANTA CLARA

MI-1

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**EXTENSION POST AND
BARBED WIRE DETAIL**
NO SCALE

NOTES:

1. ALL FOOTINGS SHALL BE CLASS "A" OR "B" CONCRETE.
2. EXTENSION POST AND BARBED WIRE SHALL BE INSTALLED ONLY WHEN SHOWN ON THE PLANS AND/OR WHEN CALLED FOR IN THE SPECIAL PROVISIONS.
3. CHAIN LINK FABRIC WIRE SHALL BE 11-GAGE MINIMUM. SEE DETAIL MI-1 FOR PLASTIC COATED STEEL MESH AND STAINED REDWOOD SLATS, IF SPECIFIED.



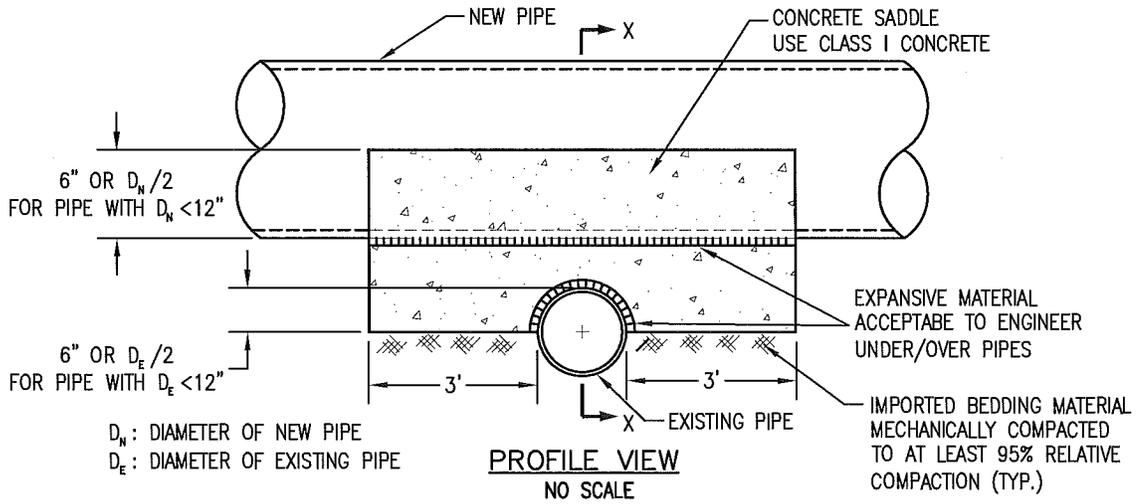
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**CHAIN LINK
DOUBLE SWING GATE**

CITY OF SANTA CLARA

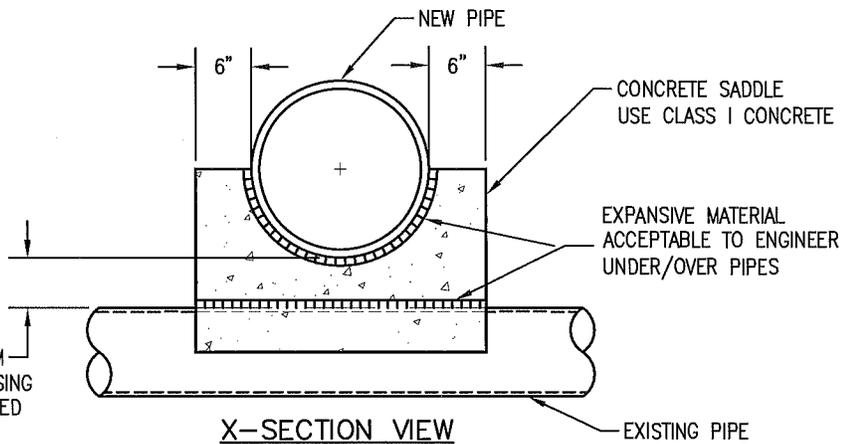
MI-2

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D_N : DIAMETER OF NEW PIPE
 D_E : DIAMETER OF EXISTING PIPE

PROFILE VIEW
NO SCALE



X-SECTION VIEW
NO SCALE

SEE TABLE BELOW FOR MINIMUM REQUIRED CLEARANCE AT CROSSING OF VARIOUS FACILITIES, MEASURED FROM OUTSIDE OF PIPES.

NOTE: INSTALL CONCRETE SADDLE AT EACH LOCATION WHERE A NEW UTILITY CROSSES AN EXISTING UTILITY WITH LESS THAN 12" CLEARANCE.

TABLE: CONCRETE SADDLE MINIMUM REQUIRED CLEARANCE (INCHES)

	WATER	RECYCLED WATER	SANITARY SEWER	STORM DRAIN	GAS	ELECTRIC	COMMUNICATIONS	OTHER
WATER	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1
RECYCLED WATER	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1
SANITARY SEWER	SEE NOTE 1	SEE NOTE 1	3	3	6	SEE NOTE 1	6	SEE NOTE 1
STORM DRAIN	SEE NOTE 1	SEE NOTE 1	3	3	6	SEE NOTE 1	6	SEE NOTE 1
GAS	SEE NOTE 1	SEE NOTE 1	6	6	3	SEE NOTE 1	6	SEE NOTE 1
ELECTRIC	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1
COMMUNICATIONS	SEE NOTE 1	SEE NOTE 1	6	6	6	SEE NOTE 1	3	SEE NOTE 1
OTHER	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1

NOTE 1: CHECK WITH SPECIFIC UTILITY DEPARTMENT/AGENCY FOR CONCRETE SADDLE MINIMUM REQUIRED CLEARANCE.



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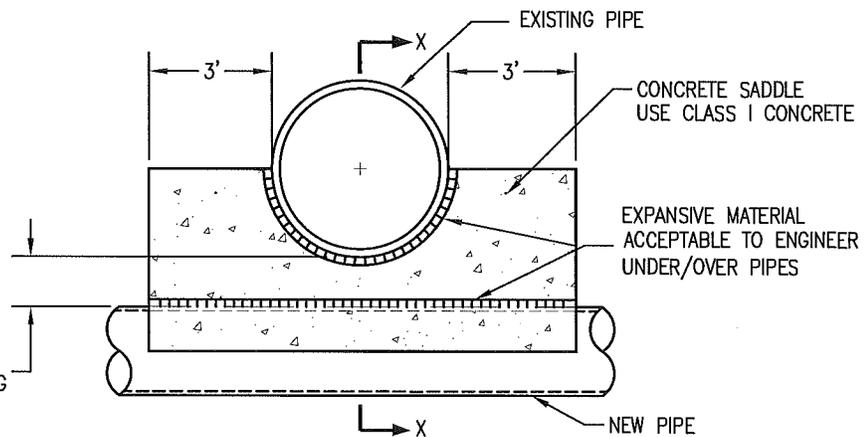
**CONCRETE SADDLE
UPPER PIPE INSTALLATION**

CITY OF SANTA CLARA

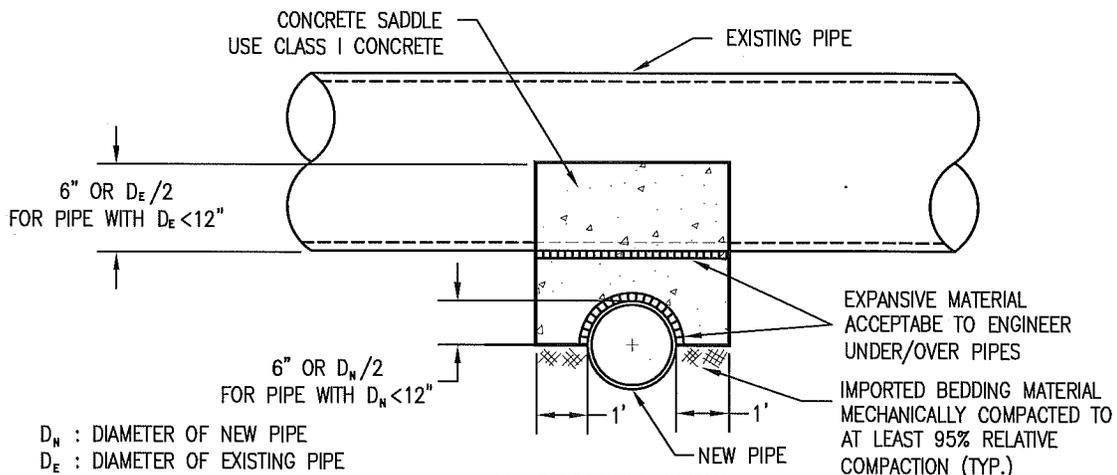
MI-3

PAGE: 81

SEE TABLE BELOW FOR MINIMUM REQUIRED CLEARANCE AT CROSSING OF VARIOUS FACILITIES, MEASURED FROM OUTSIDE OF PIPES.



PROFILE VIEW
NO SCALE



X-SECTION VIEW
NO SCALE

D_N : DIAMETER OF NEW PIPE
 D_E : DIAMETER OF EXISTING PIPE

NOTE: INSTALL CONCRETE SADDLE AT EACH LOCATION WHERE A NEW UTILITY CROSSES AN EXISTING UTILITY WITH LESS THAN 12" CLEARANCE.

TABLE: CONCRETE SADDLE MINIMUM REQUIRED CLEARANCE (INCHES)

	WATER	RECYCLED WATER	SANITARY SEWER	STORM DRAIN	GAS	ELECTRIC	COMMUNICATIONS	OTHER
WATER	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1
RECYCLED WATER	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1
SANITARY SEWER	SEE NOTE 1	SEE NOTE 1	3	3	6	SEE NOTE 1	6	SEE NOTE 1
STORM DRAIN	SEE NOTE 1	SEE NOTE 1	3	3	6	SEE NOTE 1	6	SEE NOTE 1
GAS	SEE NOTE 1	SEE NOTE 1	6	6	3	SEE NOTE 1	6	SEE NOTE 1
ELECTRIC	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1
COMMUNICATIONS	SEE NOTE 1	SEE NOTE 1	6	6	6	SEE NOTE 1	3	SEE NOTE 1
OTHER	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1	SEE NOTE 1

NOTE 1: CHECK WITH SPECIFIC UTILITY DEPARTMENT/AGENCY FOR CONCRETE SADDLE MINIMUM REQUIRED CLEARANCE.



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DATE: OCTOBER 2013

**CONCRETE SADDLE
LOWER PIPE INSTALLATION**

CITY OF SANTA CLARA

MI-4

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Department of Public Works
City of Santa Clara, CA

STANDARD DETAILS

APPENDIX SECTION

AP-A

GENERAL NOTES

1. All materials and workmanship shall conform to the City's Standard Details, Standard Specifications, and General Requirements.
2. Contractor shall secure an Encroachment Permit from the City Engineering Department and pay appropriate fee prior to commencement of work. All work within the public right-of-way shall be done under a single Encroachment Permit.
3. It is the Contractor's responsibility to verify the location of all existing utilities with the appropriate utility agencies prior to the commencement of construction. Contractor shall notify all public and private utility owners 48 hours prior to commencement of work adjacent to the utility. Contact Underground Service Alert (USA) at 811 or 800-227-2600.
4. All sidewalk, curb, and gutter damaged as a result of the project shall be removed and replaced to the nearest score mark or as directed by the City Engineer. Installation of new sidewalk, curb and gutter against existing improvements shall require a sidewalk contact joint (dowels required).
5. Unless otherwise directed by the City Engineer in the field: at each location where new curb/gutter is to be installed on an existing street (driveway installation, driveway abandonment, curb ramp installation, curb face drainage installation, etc.) pavement reconstruction shall be required. An 18-inch wide band of pavement shall be removed and replaced along the entire length of curb/gutter installation. Removal depth (saw cuts required) shall be to the base material on streets with A.C. or P.C.C. pavement four (4) inches or less in thickness. Removal depth shall be two (2) inches minimum on streets with A.C. (grind) and four (4) inches minimum on streets with P.C.C. (saw cut) pavement thickness greater than four (4) inches. Replace with A.C. or P.C.C. (dowels required) to match existing pavement.
6. Slurry seal shall be required on all new street pavement (e.g., trench work, potholes, and street widenings). Slurry seal shall extend twelve inches beyond the limit of pavement reconstruction.
7. The Contractor shall notify, by circular, all business establishments and residences located in areas affected by the work at least forty-eight (48) hours prior to start of construction. Circular shall be subject to the approval of the City Engineer.
8. All manholes, valve boxes, monument boxes, and other structures in the pavement area shall be adjusted to finish grade before paving final lift.
9. Grade breaks on curbs and sidewalks are to be rounded off on form work and finished surfacing.
10. It is the Contractor's responsibility to replace all street monuments or lot corner pipes disturbed during the process of construction. If a street monument has the potential of being disturbed, a Corner Record shall be filed with the Santa Clara County Surveyor (per Section 8773.2 of the Public Land Surveyors Act) as required by the Subdivision Map Act to preserve the location of said street monument. Contractor shall, at his/her expense, hire a Civil Engineer with Land Surveyor privileges or a Land Surveyor to perform the work.
11. All surplus and unsuitable material shall be removed from public right-of-way.
12. Contractor shall provide adequate dust control and keep mud and debris off the public right-of-way at all times.
13. All trenches and excavations shall be constructed in strict compliance with the applicable sections of California and Federal O.S.H.A. requirements and other applicable safety ordinances. Contractor shall bear full responsibility for trench shoring design and installation.
14. Existing utilities shown are based upon record information and are approximate in location and depth. The Contractor shall pothole all existing utilities that may be affected by new facilities in this contract, verify actual location and depth, and report potential conflicts to the Engineer prior to excavating for new facilities.
15. Contractor shall perform his construction and operation in a manner, which will not allow harmful pollutants to enter the storm drain system. To ensure compliance, the Contractor shall implement the appropriate Best Management Practice (BMP) as outlined in the brochures entitled "Best Management Practice for the Construction Industry" issued by the Santa Clara Valley Nonpoint Source Pollution Control Program, to suit the construction site and job condition.
16. Overnight parking of construction equipment in the public right-of-way shall not be permitted, except at location(s) approved by the City Traffic Engineer.
17. All sanitary sewer and/or storm drain mains to be abandoned shall be filled with sand or control density fill (CDF) and plugged at each end with a 6" thick wall of Class "A" P.C.C.
18. Abandonment of sanitary sewer lateral at the property line shall include the complete removal of the Christy Box, all vertical pipes and the 45" Wye. The remaining lateral ends shall be plugged with 6" thick wall of Class "A" P.C.C., ensuring no concrete enters the main. Abandonment of sanitary sewer lateral at the main may only occur when lateral connects at a manhole. Plug the lateral end with 6" thick wall of Class "A" P.C.C., and fill lateral with sand or control density fill (CDF), making a smooth trowel finish on the inside wall of the manhole.
19. Unless otherwise noted, Class 2 A.B. under curb, gutter, and street sections paved with asphalt concrete shall be compacted to 95% relative compaction (minimum).
20. Near completion of the Project, contractor shall replace damaged curb and gutter along Project frontage as directed by the City Engineer.



DRAWN BY:	K. TRAN
CHECKED BY:	F. AMIN
APPROVED BY:	G. GOMEZ
DATE:	OCTOBER 2013

APPENDIX A GENERAL NOTES

AP-A

CITY OF SANTA CLARA

PAGE: 83



Conduit Spacers

ISSUING DIVISION: Electric Engineering
SVP SPONSOR: Orville Plum, Manager

Signed by *Orville Plum*
Date Signed 09-17-13
SHEET: Sheet 1 of 8

SECTION: Substructures

UG 0340

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Scope of Standard

The UG 1000 Document includes information regarding the installation of new electric underground substructures, including electric conduit systems.. This document is intended to provide guidance and direction to installers of SVP electric conduit systems about the conduit support requirements for electric trenches, acceptable conduit spacing methods, and related material specifications.

Purpose of Revision

This is a new document in the Substructures section of the Underground Construction Manual. There is no revision at this time.

References

- Allied Tube and Conduit http://www.alliedeg.us/index.php?P=PVC_duct_spacers
- Formex Manufacturing, <http://www.formex.com/>
- SVP Standard Document UG 1000 Revision 5, "Installation of Underground Substructures by Developers"
- Western Underground Committee Guide 3.4 "Plastic Conduit and Fittings Placing Instruction"

Rescissions

None – This is an original document that has not been previously issued by the SVP Electric Engineering Division.

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.		
By: J. Bruzzone			<h2 style="margin: 0;">Conduit Spacers</h2> <p style="margin: 0;">Silicon Valley Power</p>				Drawn By:		
Approved: 09/17/13							SHEET 2 of 8		
O. J. Plum							UG 0340		Rev. 0

Definition of Terms

- **Building Inspector:** City of Santa Clara Building Dept. Inspector, responsible for verifying proper installation and repair of all private building facilities. This includes the electric service entrance and meter service panel.
- **Developer:** A developer is any person who causes land to be divided into two or more parcels for himself or others; or is engaged in the development of property, in whole or in part, by the placing of any improvements thereon, whether the property was previously developed in whole, in part, or at all.
- **Conduit Spacer:** an item used with conduits in order to maintain the proper placement and clearances of the conduit during backfilling and ground settlement.
- **Contractor:** The person or persons, firm, partnership, corporation or combination thereof, who has entered into a contract with the City of Santa Clara, as a party or parties of the second part of his or their legal representative.
- **City:** City of Santa Clara or the City Council of the City of Santa Clara.
- **City Engineer:** City Engineer of the City of Santa Clara.
- **Public Works Inspector:** City of Santa Clara Public Works Dept. Inspector, responsible for verifying proper installation and repair of all facilities within City right of ways and easements.
- **Silicon Valley Power (SVP):** Municipal Electric Department of the City of Santa Clara.
- **SVP Inspector:** Silicon Valley Power designated person responsible for verifying proper installation of electric substructures installed for the use of SVP.

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O. J. Plum							UG 0340		Rev. 0

Spacer Design

Conduit Spacers shall be designed in such a way that the following conditions are met.

- Spacers need to be modular with the binding of the modules designed in such a way that conduits may be removed and adjusted without the destruction of the spacer or disrupting the rest of the conduit run
- The spacer modules must interlock together to insure that no shifting between segments both vertically and horizontally occurs
- Spacers are to be made of polypropylene or other nonconductive plastic and be sturdy enough to not buckle when backfill is poured around them
- Spacers must be able to support the weight of a full rack of empty conduits without transferring any of the weight onto the conduit as well as avoiding the weight to deform the conduits or change the spacing between the conduits.
- Spacers may not act as a thermal or mechanical barrier. Any spacer that prevents the uniform compaction of the surrounding soil in accordance with UG 1000 may not be used.
- Spacers should be bound to the ground through staking to prevent the spacer from shifting. Non-metallic stakes are the preferred material to be used for this purpose. Metal stakes may be used for this purpose only if the stakes do not wrap around the conduits or create a metallic path around the conduits.
- If it is impractical or impossible to stake the spacers to the ground then Base Spacers with the base measuring at least 3 inches in depth are to be used to ensure that the spacer will remain upright.
- Spacers must be able to hold the conduits securely in place without damaging the conduit or applying any deforming pressure.
- If binding of conduits to spacers is required, binding material is to be plastic and approved by the SVP Inspector

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Spacer Placement

In order to maintain the proper clearances between conduits spacers shall be installed in a trench using the following guidelines:

- Spacers are to be placed every 5 feet along straight runs of conduit
- Spacers may need to be placed closer than 5 feet together in order to maintain the required 3 inches separation between outside edges of adjacent conduits
- Spacers are to be vertically aligned to a 90 degree angle made to the flat horizontal
- Spacers shall create and maintain a minimum separation of 3 inches between the outside edges of the conduits at all times.
- Spacers must be installed a minimum of 12 inches away from any conduit coupling or joint.
- Spacers are not to be located at the center of a radius bend
 1. On fabricated, or factory bends, locate the spacer in the tangent free of the coupling.
 2. On trench formed radius bends, place the spacer midway between the tangent and the center of the bend.
 3. If a factory bend is a long bend that would result in more than 5 feet between spacers, then spacers are to be located in accordance with item 2.
- Spacers must be a minimum of 10 feet from a pull box, manhole, or vault knockout opening.

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Approved: 09/17/13							SHEET 5 of 8	
O. J. Plum							UG 0340	Rev. 0

Approved Spacers

Below is a list of manufactures that produce approved utility conduit spacers. This is not an exhaustive list. However, non-listed conduit spacers must be pre-approved by the SVP Inspector prior to use.

Manufacturer	Product name	Website
Underground Devices	EASYWAY grid Spacer	http://www.udevices.com
Carlson	Snap-Loc Spacers	http://www.carlonsales.com
Allied	Plastic Duct Spacers	http://www.alliedeg.us
CalAm Manufacturing	Duct Spacers	http://calammfg.com
CanTex	Utility Duct Spacers	http://www.cantexinc.com
Ridgeline	Utility Duct Spacers	http://www.ridgelinepipe.com
JMEagle	Utility Duct Spacers	http://www.jmeagleinc.com

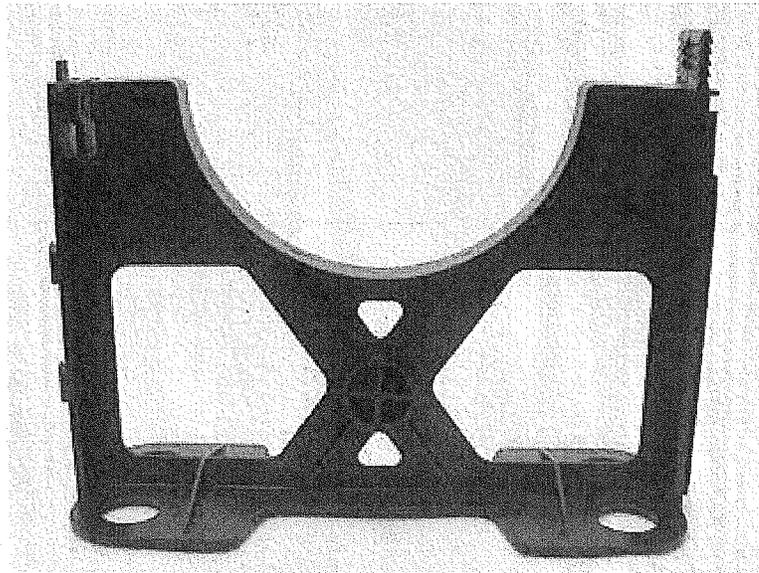


Figure 1: Example of a CanTex Base Spacer Module

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By: J. Bruzzone		<h2>Conduit Spacers</h2> <p>Silicon Valley Power</p>				Drawn By:	
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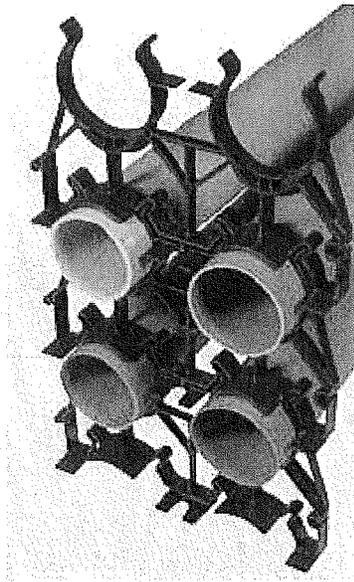


Figure 2: Example of a Carlon Spacer assembly

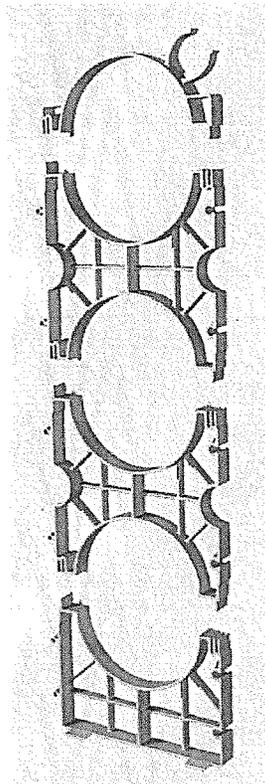


Figure 3: Example of an Underground Construction EASYWAY Spacer

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O. J. Plum							UG 0340	Rev. 0

The following conduit spacers are not allowed in SVP trenches since they do not meet SVP requirements.

1. Prefabricated one piece duct spacers as shown in figure 4

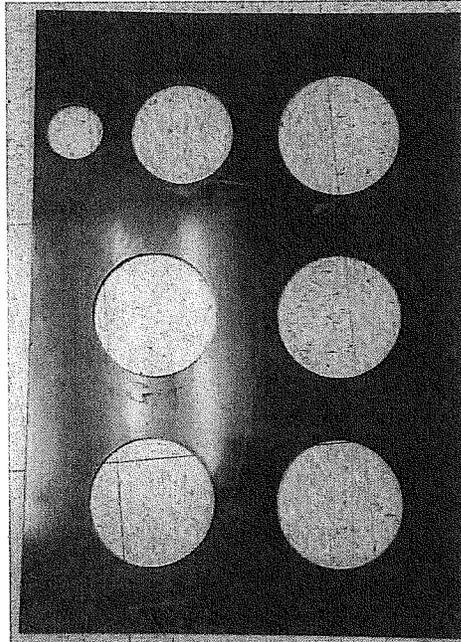


Figure 4: Example of a prefabricated one piece duct spacer

2. Donut type Spacers as shown in figure 5

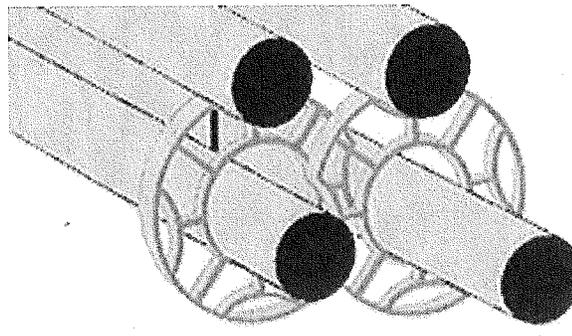


Figure 5: Example of a Donut Spacer

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									0



Electric Trench Backfill

ISSUING DIVISION: Electric Engineering
SVP SPONSOR: Orville Plum, Manager

Signed by *O J Plum*
Date Signed *Sept 17, 2013*
SHEET: Sheet 1 of 8

SECTION: Substructures

UG 0345

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Scope of Standard

The UG 1000 Document includes information regarding standard backfill requirements for electric trenches. This document is intended to provide guidance and direction to installers of SVP electric conduit systems about the acceptable trench backfill methods and related material specifications. Please refer to specific design and construction drawings for details and locations where one of these backfill mixes may be required.

Purpose of Revision

This is a new document in the Substructures section of the Underground Construction documents. There is no revision at this time

References

- SVP Standard Document UG 1000 Revision 5, 2004, "Installation of Underground Substructures by Developers"
- Occupational Safety and Health Administration (OSHA), Publication OSHA 2226, 2002 (Revised), "Excavations"
- National Ready Mixed Concrete Association (NRMCA), CIP-17, 2000, "Flowable Fill Materials"
- State of California Department of Transportation (CalTrans), Standard Specifications, 2010, Section 19, "Earthwork", Subsection 19-3.02 "Structure Backfill"
- SVP Public Works Contract 2114B Project Specifications, 2012, Section 3310, "Fluidized Thermal Backfill"
- Transmission & Distribution World, April 1, 2003, "Underground Cables Need a Proper Burial", Deepak Parmar and Jan Steinmanis

Rescissions

None – This is an original document that has not been previously issued by the SVP Electric Engineering Division.

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By: K. Keating			Electric Trench Backfill Silicon Valley Power				Drawn By: K. Keating	
Approved: 09/17/2013							SHEET 2 of 8	
Orville Plum							UG 0345	Rev. 0

Definition of Terms

- **Backfill:** Compacted material required over and around substructures, such as conduits and enclosures, to prevent damage to the substructures from vehicles or heavy equipment operating over or near the substructures.
- **Building Inspector:** City of Santa Clara Building Dept. Inspector, responsible for verifying proper installation and repair of all private building facilities. This includes the electric service entrance and meter service panel.
- **Developer:** A developer is any person who causes land to be divided into two or more parcels for himself or others; or is engaged in the development of property, in whole or in part, by the placing of any improvements thereon, whether the property was previously developed in whole, in part, or at all.
- **Contractor:** The person or persons, firm, partnership, corporation or combination thereof, who has entered into a contract with the City of Santa Clara, as a party or parties of the second part of his or their legal representative.
- **City:** City of Santa Clara or the City Council of the City of Santa Clara.
- **City Engineer:** City Engineer of the City of Santa Clara.
- **Flowable Fill:** A self-compacting low strength material with a flowable consistency that is used as an alternative backfill material to granular fill (sand). Flowable fill is a self-leveling material, placed with minimal effort, that does not require vibration or tamping. It hardens into a strong material with minimal subsidence. Also known as Controlled Low Strength Material (CLSM)
- **Public Works Inspector:** City of Santa Clara Public Works Dept. Inspector, responsible for verifying proper installation and repair of all facilities within City right of ways and easements.
- **Silicon Valley Power (SVP):** Municipal Electric Department of the City of Santa Clara.
- **SVP Inspector:** Silicon Valley Power Electric Inspector responsible for verifying proper installation of electric substructures installed for use of SVP.
- **Thermal Backfill:** Engineered backfill designed to maintain a relatively constant thermal resistivity less than 90°C-cm/W when placed around distribution and transmission cables.
- **Trench:** A narrow below grade excavation that is deeper than it is wide. Typical SVP width is 2 feet, but wider widths, up to 15 feet are possible.

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Orville Plum							UG 0345	Rev. 0

Inspections:

A. Work in a Public Right of Way or Public Easement

The Public Works Inspector shall be responsible for inspection. The Public Works Inspector will inspect all backfill. The Silicon Valley Power Inspector will be responsible only for inspecting conduits, manholes, vaults, boxes, SVP equipment pads, and streetlight foundations.

Phone: 408-615-3000 for Public Works Inspector (Have permit number available).
408-640-6302 for S.V.P. Inspector (Give Estimate Number of job when calling).

B. Work outside of a Public Right of Way or Public Easement

The Silicon Valley Power Inspector shall be responsible for inspection and will inspect all work including backfill.

Phone: 408-640-6302 (Give Estimate Number of job when calling)

C. Inspector Notification

The Inspector shall be informed at least 24 hours in advance before commencing any item of construction or installation of material in order to permit proper inspection of materials and workmanship. No work shall be embedded, backfilled or otherwise covered until such time as it has been inspected and approved by the Inspector. Any materials and / or workmanship failing to meet the requirements of this Specification, good acceptable engineering or construction practices, or installed without prior notice to Inspector shall be subject to rejection. If required by the Inspector, the Developer or Contractor shall, at his own expense, remove rejected work, finish and install approved material and /or workmanship.

D. Private Electric Equipment

For all work performed on the "Service Entrance" and other private-electrical equipment, a permit shall be obtained from the City Building Inspectors Division.

E. Safety Regulations

It is the Developer's and Contractor's responsibility to comply with all State and OSHA Safety Regulations.

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By: K. Keating			Electric Trench Backfill				Drawn By: K. Keating		
Approved: 09/17/2013							SHEET 4 of 8		
Orville Plum							UG 0345		Rev. 0
							Silicon Valley Power		

Permits:

For all work performed within a public right of way, electric easement, or public easement, an encroachment permit shall be obtained from the City Engineer's Office.

An encroachment permit is not required for work outside of a public right of way, electric easement or other public easement.

Guarantee:

It shall be the responsibility of the Developer or Contractor to repair and correct any defects or deficiencies in a backfilled electric trench excavation (the Work), due to workmanship or material, which are discovered within one year from date of acceptance by the City. Repairs and corrections will be made at no charge to SVP or the City of Santa Clara.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within 48 hours after receipt of written notice from the SVP to commence and continue correction of such default or neglect with diligence and promptness, the SVP may, after 48 hours following receipt by the Contractor of an additional written notice and without prejudice to any other remedy make good such deficiencies. SVP reserves the right to make the necessary repairs or replacements at the expense of the Developer or Contractor. SVP will, as much as it is practicable, preserve the available evidence of cause of the failure for examination by the Developer or Contractor.

The City also reserves the right to perform any portion of the work due to an emergency threatening the safety of the Work, the Public, City, and any property or equipment.

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.	
By: K. Keating			Electric Trench Backfill				Drawn By: K. Keating	
Approved: 09/17/2013							SHEET 5 of 8	
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Silicon Valley Power								

Sand Backfill

Sand is the typical and preferred trench backfill component. Sand that is backfilled around electric substructures should be a significantly different color so as not to get confused with surrounding soils. A sudden and drastic color change in soils can serve as a visual alert to anyone excavating in the area that an electric utility trench is in the immediate vicinity. This does not replace any need for marking and locating electric utilities. Rather, it is intended to serve as an additional visual reminder of the presence of electric substructures, and reduce the chance of an accidental dig-in and damage to SVP facilities.

Sand is to be clean with no clay or organic materials. Sand is to be free of toxic constituents at or above State or Federal hazardous waste levels. Manufactured sand is not approved as a backfill material around SVP electrical conduits. The total chloride content shall be ≤ 500 ppm. The total sulfate content shall be ≤ 150 ppm. The pH of the sand shall be ≥ 4.5 , but < 9 .

Approved sand sources are:

- Quail Hollow "Utility Trench Sand"
- Decker Island "DI Fill Sand"

When sand is used as a trench backfill component, it is to be installed in such a manner so as not to displace, damage, or collapse the trench substructures. A minimum compaction of 90% is required in landscaped areas. A minimum compaction of 95% is required in paved areas, such as streets, parking lots or sidewalks. Higher compaction in all areas may be required by appropriate permits or inspectors. Compaction may be achieved utilizing mechanical means in 8 inch lifts. Compaction may also be accomplished by jetting with pressurized water.

A concrete cap is required over sand backfilled conduits installed in landscaped areas or in areas where the depth of cover is less than 24 inches. The concrete cap is to cover the full width of the trench for the length of the applicable trench segment. The concrete cap shall be a minimum of 3 inches thick, have a minimum strength of 2500 pounds psi, and be red in color.

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.	
By: K. Keating			Electric Trench Backfill				Drawn By: K. Keating	
Approved: 09/17/2013			Silicon Valley Power				SHEET 6 of 8	
Orville Plum			UG 0345				Rev. 0	

Concrete Slurry Backfill Mixes

In cases where trenching is done in paved street areas or areas with a higher probability of trench settling in the future, other types of backfill or encasement may be required. Some acceptable alternatives to sand for backfilling around SVP's electric conduits include flowable fill, controlled density fill, and concrete encasement. Flowable fill and controlled density fill may be used in paved street or parking lot areas. Concrete should be used for conduit encasement when the minimum amount of soil cover is less than 24" or when making a transition from a bridge abutment to a concrete bridge. Approved mix designs for these alternate backfills are listed below.

○ Flowable Fill Mix:

Slump:	10"
Maximum aggregate size:	No. 4
Minimum strength:	60 psi
Maximum strength:	120 psi (must be able to dig)
Minimum water/cement:	2.5 lbs/lb
Minimum cement/yd ³ :	94 lbs/yd ³
Type II cement	

○ Controlled Density Fill (CDF):

Controlled Density Fill shall consist of sand, water, flyash, and cement in the following proportions:

Clean sand with no clay or organic material:	71.6% by volume
Water:	23.7% by volume
Flyash:	2.4% by volume
Type II Cement:	2.3% by volume

○ Conduit Encasement Concrete Mix:

Maximum slump:	4"
Maximum aggregate size:	¾"
Minimum strength:	2000 psi
Maximum water/cement:	0.85 lbs/lb
Minimum cement/yd ³ :	453 lbs/yd ³
Type II cement	
Red dye added to indicate electric conduits are encased in the concrete.	

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By: K. Keating			Electric Trench Backfill				Drawn By: K. Keating	
Approved: 09/17/2013			Silicon Valley Power				SHEET 7 of 8	
Orville Plum							UG 0345	

Fluidized Thermal Backfill

Fluidized Thermal Backfill is a form of controlled low-strength material specially designed to dissipate the heat generated by underground transmission cables within city streets. It is a free flowing and non-segregating slurry that provides consistent heat dissipation along the full length of the underground transmission line. It provides a consistent structural embedment support for the conduits while also serving as a medium with low thermal resistivity. The expected 28 day compressive strength is approximately 300 psi. The maximum thermal resistivity of Fluidized Thermal Backfill in a totally dry condition is 100°C-cm/W.

The approved mix design for Fluidized Thermal Backfill is:

#8 Elliot 3/8" (Cemex)	1420 lb/yd ³
Blended Sand	1985 lb/yd ³
Flyash "Type F"	235 lb/yd ³
Portland Cement Type II/V	95 lb/yd ³
Potable water	425 lb/yd ³

The dry density is not to exceed 138 pcf. The Thermal Resistivity at a set moisture content of 11% is 39°C-cm/W. Air entraining agents are not to be used in Fluidized Thermal Backfill.

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By: K. Keating			Electric Trench Backfill Silicon Valley Power				Drawn By: K. Keating	
Approved: 09/17/2013							SHEET 8 of 8	
Orville Plum							UG 0345	Rev. 0



Installation of Underground Substructures by Developers

ISSUING DIVISION: Energy Distribution
SVP SPONSOR: Robert Streich, Asst. Director

Signed by Robert Streich
Date Signed 18 June, 2004
PAGE: 1 OF 38

SECTION: Substructures

UG 1000

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Approved: 06/18/04				SHEET 2 of 38			
Bob Blankenship				UG 1000			
Bob Streich				Rev. 5			

Scope of Standard

This standard is intended for use by **Developers** as required by City ordinance, Contractors under contract to the City of Santa Clara, and City forces. Its purpose is to:

1. Provide a uniform electric substructure construction standard for new electric service installations within the City of Santa Clara.
2. Define material requirements for electric substructures.
3. Define Developer's substructure work requirements for electric installations.
4. Provide a guide, with respect to utility substructures, for new electric power system projects and for changes to existing facilities.
5. Act as a supplement to detailed design drawings prepared by **Silicon Valley Power (SVP)**.

Purpose of the Revision

This revised standard outlines and details the installation of underground substructures. Several changes are incorporated into this revision from previous versions. The order of several sheets was changed to group similar substructure units together. Requirements for the Utility Electric substructures are included in this standard. The three-phase transformer pad was redesigned and the primary well in the pad was eliminated. Polymer concrete versions of 24"x36" and 48"x48" boxes are added and the precast concrete 48"x48" box is removed from the standard. Riser details for manholes and pullboxes are now included and barrier pipe placement is clarified. Manhole riser sealing requirements are specified and separation distances between utility ducts are clarified. Limits and requirements for duct bends and sweeps are added to the standard and trench cross sections are simplified. Additional minor revisions were made to other drawings to match current safety, operation and construction methods.

References

- ANSI F 512 - 77 "Smooth-Wall PVC conduit and Fittings for Underground Installation"
- ANSI C 857-95
- ANSI/SCTE 77 2002 "Specification for Underground Enclosure Integrity"
- ASTM C 94
- ASTM C 150
- NEC
- NEMA TC-8
- NEMA TC-9
- W.U.C. Guide 3.1 "Plastic Conduit and Fittings"
- W.U.C. Guide 3.6 "Non-Concrete Enclosures"
- CPUC General Order 128 "Rules for Construction of Underground Electric Supply Systems"
- Silicon Valley Power, City of Santa Clara, Rules and Regulations
- Standard Specification 19-3.025

Rescissions

UG 1000 – Installation of Substructures by Developers, Revision 4

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating		Installation of Underground Substructures by Developers				Drawn By: K. Keating	
Approved: 06/18/04						SHEET 3 of 38	
Bob Blankenship						UG 1000	
Bob Streich							

Definition of Terms

- **Building Inspector:** City of Santa Clara Building Dept. Inspector, responsible for verifying proper installation and repair of all private building facilities. This includes the electric service entrance and meter service panel.
- **Contractor:** The person or persons, firm, partnership, corporation or combination thereof, who has entered into a contract with the City of Santa Clara, as a party or parties of the second part of his or their legal representative.
- **City:** City of Santa Clara or the City Council of the City of Santa Clara.
- **City Engineer:** City Engineer of the City of Santa Clara.
- **Developer:** A developer is any person who causes land to be divided into two or more parcels for himself or others; or is engaged in the development of property, in whole or in part, by the placing of any improvements thereon, whether the property was previously developed in whole, in part, or at all.
- **High Voltage (Marking):** Safety identifier of any electric system where the nominal system voltage is greater than 1000 volts. This is not the same as the NEC definition for "High Voltage".
- **Low Voltage:** Any electric system where the nominal system voltage is less than 600 volts
- **Primary:** SVP Electric facilities operating at 12,000V
- **Public Works Inspector:** City of Santa Clara Public Works Dept. Inspector, responsible for verifying proper installation and repair of all facilities within City right of ways and easements.
- **Secondary:** SVP Electric facilities operating at 480V or less.
- **Service Entrance:** The underground service conductors and duct(s) between the customer's main switch and the utility connection point.
- **Silicon Valley Power (SVP):** Municipal Electric Department of the City of Santa Clara.
- **Street Lighting:** Electric System for providing City street lighting.
- **SVP Inspector:** Silicon Valley Power Electric Inspector responsible for verifying proper installation of electric substructures installed for use of SVP.
- **Utility Connection Point (UCP):** Electric service point determined by SVP.
- **Utility Electric:** SVP Electric System for alarm and control circuits, including fire alarm, SCADA, fiber optic cable, protection circuits, etc.

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Work Requirements

- A. The Developer, Contractor or SVP shall furnish and install all facilities as shown and specified on the detailed drawing(s).
- B. Developer shall run underground **Service Entrance** conduit(s) and conductors to utility connection point(s) shown on detailed drawing(s). The Service Entrance conduits and conductors shall be "privately" owned and maintained and installed per City Building Inspection Division Codes with the following exceptions:
1. Three Phase Padmount Transformers
 - a. All underground Service Entrance conductors and conduit(s) shall run directly to transformer pad, whenever possible. Use 90° duct bends to elbow up into the transformer pad's 16" x 18" secondary area.
 - b. Maximum number of conduits in transformer pad 16" x 18" secondary area:
 1. Five (5) 5" conduits.
 2. Nine (9) 4" conduits.
 3. Twelve (12) 3½" conduits or smaller.
 - c. Maximum size of Service Entrance conductors, 750 MCM CU or AL.
 - d. Maximum number of Service Entrance conductors allowed in City transformer pad 16" x 18" secondary area:
 1. Twelve (12) 500 MCM, or smaller, AL or CU conductors per phase and neutral.
 2. For conductors above 500 MCM, up to and including 750 MCM, only four (4) AL or CU conductors per phase and neutral.
 2. Single Phase Padmount Transformer
Do not run Service Entrance conduit(s) and conductors directly to transformer pad.

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WORK REQUIREMENTS (Cont.)

3. Standard Underground Electric Service

Table 1 shows the available underground service voltages for various types of services. It also shows the maximum main switch size for each voltage. Not all service voltages are available at all locations. Three phase residential services are not allowed.

Table 1: Standard Underground Electric Service

SERVICE TYPE	VOLTAGE	MAX MAIN SIZE
RESIDENTIAL Single family Multiple family [Apts.]	120/208V 1ø 3W	400 Amp
	120/240V 1ø 3W	400 Amp
INDUSTRIAL/ COMMERCIAL	120/208V 1ø 3W	400 Amp
	120/208V 3ø 4W	3000 Amp
	480V 3ø 3W	4000 Amp
	480/277V 3ø 4W	4000 Amp
	12,000V 3ø 3W	*

* By Agreement

4. Customer shall provide 8' minimum of service entrance conductor slack in all utility service boxes. For 17"x 30" and 24"x36" boxes, only 4' minimum of service entrance conductor slack is required.
5. Customer shall provide 6' minimum of service entrance conductor slack above the top of the transformer pad.
6. Silicon Valley Power will not permit bus bars from customer's service equipment to run directly to SVP's transformer.
7. Silicon Valley Power will not connect to bus heads that run directly out of a customer's building.
8. A 3" minimum duct size is required for 400 amp panels.

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Materials

A. DUCT

(Galv. Stl.) hot dipped galvanized steel electrical conduit.
 (PVC) Polyvinyl Chloride Type DB 120 per NEMA Standard TC-8, ASTM F-512, and Western Underground Committee Guide 3.1

Approved PVC Duct Manufacturers:
 Cantex, Carlon, Certainteed, PW Pipe

B. BOXES

Precast concrete enclosures shall meet specifications noted on appropriate sheets of this drawing. Polymer concrete boxes shall meet all tests described in ANSI/SCTE 77 2002 for Tier 15. All covers shall have a minimum coefficient of friction of 0.6 in accordance with ASTM C 1028. Test reports stamped by a registered Professional Engineer certifying passage of all ANSI/SCTE 77 Tier 15 provisions shall be submitted with each polymer concrete box shipment.

C. STREET LIGHT FOUNDATIONS

Specifications as contained herein.

D. CONCRETE (For Transformer Pads)

Ready-mix Type II Concrete, 5 sack Portland Cement, 3/4" aggregate in conformance with latest ASTM Specification C-94 and C-150, unless otherwise noted in this Specification

E. SAND

Sand shall be clean, natural and free from clay or organic materials with 100% passing a #4 sieve and 10% maximum passing a #200 sieve. Manufactured sand aggregate is not allowed.

F. ORIGINAL SPOIL

Original spoil may be used for backfill if it is free of rock and other debris. For work done in a public right of way or public easement, a Public Works Inspector must approve use of spoil.

G. GROUND ROD CLAMP (Approved List)

Blackburn - #JAB 58H; Joslyn - #J 8592H; Dossert - #GN-62; Penn Union - #CAB-2

H. EPOXYING OF COVERS

Metallic covers for all Manholes, Pullboxes and Vaults, which are located in sidewalks, shall be sand epoxied as follows:

1. Sand blast entire cover to gray metal (Commercial blast SSPC-No. 6). Blasted area shall be coated same day as cleaned.
2. Apply one coat (min. 2 mil) Dimetcote 9HS (Americoat Corp.) over entire unit.
3. Top surface only to receive epoxy finish as follows:
 - a. One coat 72E Peace Gray Epoxy (Americoat Corp.)
 - b. Apply completely dry sand.
 - c. One coat 72E Peace Gray Epoxy.

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Workmanship

A. CONCRETE

1. Forms shall be smooth and true to line and grade.
2. Forms shall be tight, of adequate strength and be completely removed upon completion of work.
3. Where material is to be embedded in concrete it shall be held securely in place.
4. Forms shall be clean and wetted prior to pouring of concrete.
5. Pouring shall be continuous, except for trench cap.
6. Finished surface shall be free of honeycomb or segregation. Unformed exterior surfaces shall be floated, steel trowled and lightly broomed to obtain a non-skid surface. Formed edges shall be rounded to remove any sharp edges.

B. DUCTS

1. Duct(s) shall be free and clear of foreign matter.
2. All burrs and rough edges in conduits shall be made smooth.
3. Duct(s) shall be separated, tied together and supported with 3" plastic spacers every five (5) feet. No metallic materials may be used to provide cross support or be placed across duct banks.
4. Apply pipe compound to rigid galvanized steel joints.
5. Galvanized steel shall not be cut with a torch, welded or brazed.
6. All ducts shall be proved free of obstructions by passing a mandrel. A SVP inspector is to be present to witness the mandrel test for approval. Ducts shall be covered with removable caps to keep debris from entering the ducts after passing the mandrel test.
7. A polyester pull tape shall be installed in all ducts and secured at each end to avoid accidental removal of the pull tape.
8. Ducts shall be clearly marked at each enclosure to indicate destination of other end.
9. All ducts in boxes, vaults, manholes, and at equipment pads, shall be terminated with PVC end bells flush with the inside of the enclosure or top of the pad. They shall be grouted as directed by SVP inspectors or SVP project drawings.

C. BACKFILL

Minimum backfill compaction shall be 90% or as required by appropriate permits or inspectors. Compaction may be accomplished by jetting with pressurized water. Compaction shall not damage or displace the work.

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Inspections

A. WORK IN A PUBLIC RIGHT OF WAY OR PUBLIC EASEMENT

The Public Works Inspector shall be responsible for inspection. The Public Works Inspector will inspect all backfill. The Silicon Valley Power Inspector will be responsible only for inspecting ducts, manholes, vaults, boxes, and streetlight foundations.

Phone: 408-615-3000 for Public Works Inspector (Have permit number available).
408-640-6302 for S.V.P. Inspector (Give Estimate Number of job when calling).

B. WORK OUTSIDE PUBLIC RIGHT OF WAY OR PUBLIC EASEMENT

The Silicon Valley Power Inspector shall be responsible for inspection and will inspect all work including backfill.

Phone: 408-640-6302 (Give Estimate Number of job when calling)

C. INSPECTOR SHALL BE INFORMED

The Inspector shall be informed at least **24 hours in advance** before commencing any item of construction or installation of material in order to permit proper inspection of materials and workmanship. No work shall be embedded, backfilled or otherwise covered until such time as it has been inspected and approved by the Inspector. Any material and / or workmanship failing to meet the requirements of this Specification, good acceptable engineering or construction practices, or installed without prior notice to Inspector shall be subject to rejection. If required by the Inspector, the Developer or Contractor shall, at his own expense, remove rejected work, finish and install approved material and /or workmanship.

D. PRIVATE ELECTRIC EQUIPMENT

For all work performed on the Service Entrance and other private-electrical equipment, a permit shall be obtained from the City Building Inspection Division.

E. SAFETY REGULATIONS

It is the Developer's and Contractor's responsibility to comply with all applicable Safety Regulations.

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Permits

For all work performed within a public right of way or public easement, a street opening permit shall be obtained from the City Engineer's Office.

A street opening permit is not required for work outside of a public right of way or public easement.

Bonds

The amount of bond required of Contractors will be noted in the Specified Conditions of the Contract Agreement.

Acceptance

Upon completion of improvements satisfactory to SVP, SVP shall accept the work. After completion of the facilities installed by Developer, SVP shall furnish and install all cable, switches, street lighting poles, luminaires, transformers, meters and other equipment that it deems necessary for the betterment of the system.

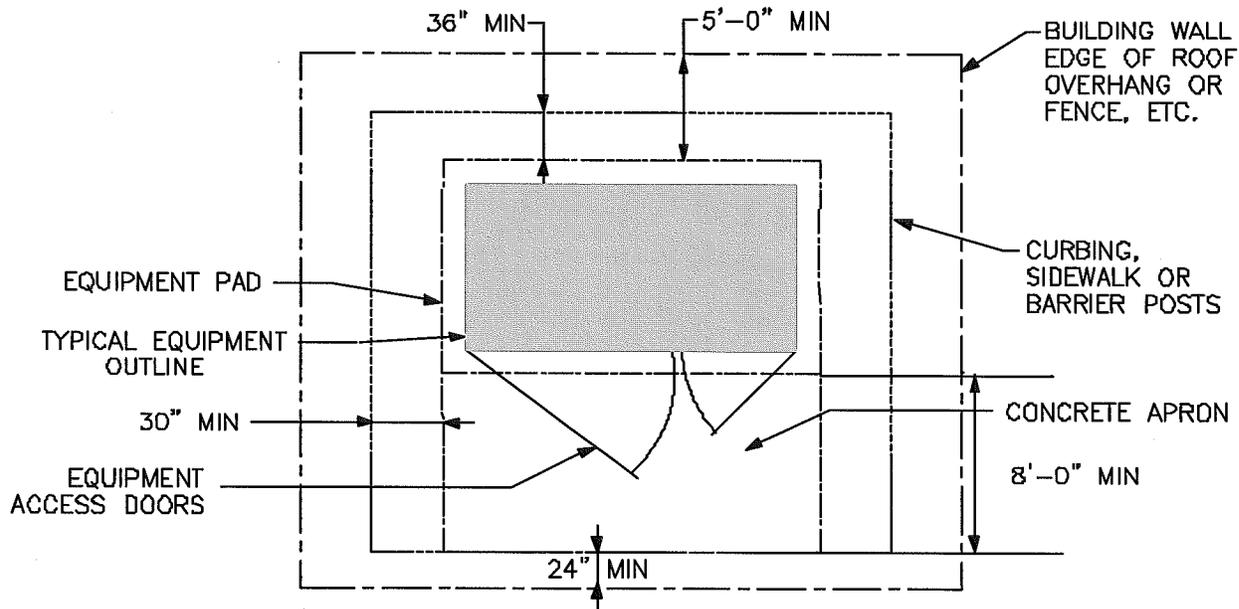
Guarantee

It shall be the responsibility of the Developer or Contractor to repair and correct any defects or deficiencies due to workmanship or material, which are discovered within one year from date of acceptance by the City. Repairs and corrections will be made at no charge to SVP or the City of Santa Clara.

In the event that SVP must make repairs before the Developer or Contractor can be notified, or when SVP determines that it is not practicable for the Developer or Contractor to make the necessary repairs, SVP reserves the right to make the necessary repairs or replacements at the expense of the Developer. SVP will, as much as it is practicable, preserve the available evidence of cause of the failure for examination by the Developer or Contractor.

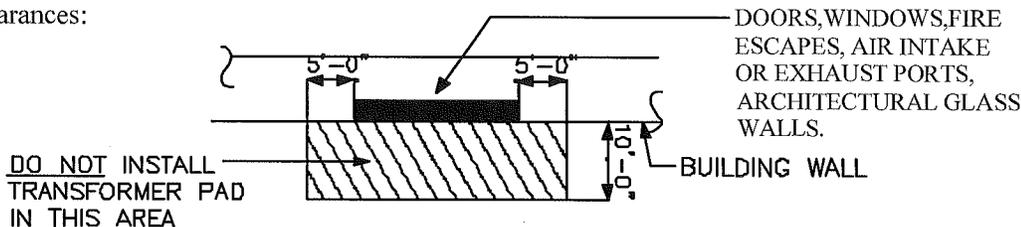
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Equipment Pad Clearances



NOTES:

1. No equipment or other devices shall infringe on space indicated by minimum dimensions.
2. Clear and level work areas are required around pad mounted equipment to allow safe maintenance and operation of the equipment. A 10 foot minimum clearance is required in front of equipment doors and a 5 foot minimum clearance is required on sides without equipment access doors. Landscaping shall not restrict access to the equipment. Concrete work apron may be incorporated with sidewalk, if necessary.
3. Equipment pad shall not be enclosed on all four (4) sides.
4. Minimum dimensions are defined for working and ventilation requirements. Noise abatement requirements may require an increase in the dimensions.
5. See sheets 12 and 13 for barrier post details and placement requirements.
6. Adequate space, 18' minimum width, shall be provided and maintained on one side of the equipment pad to allow an electric line truck to drive up next to the pad for installation and maintenance of the equipment. Landscaping shall not restrict this access area.
7. Special clearances:

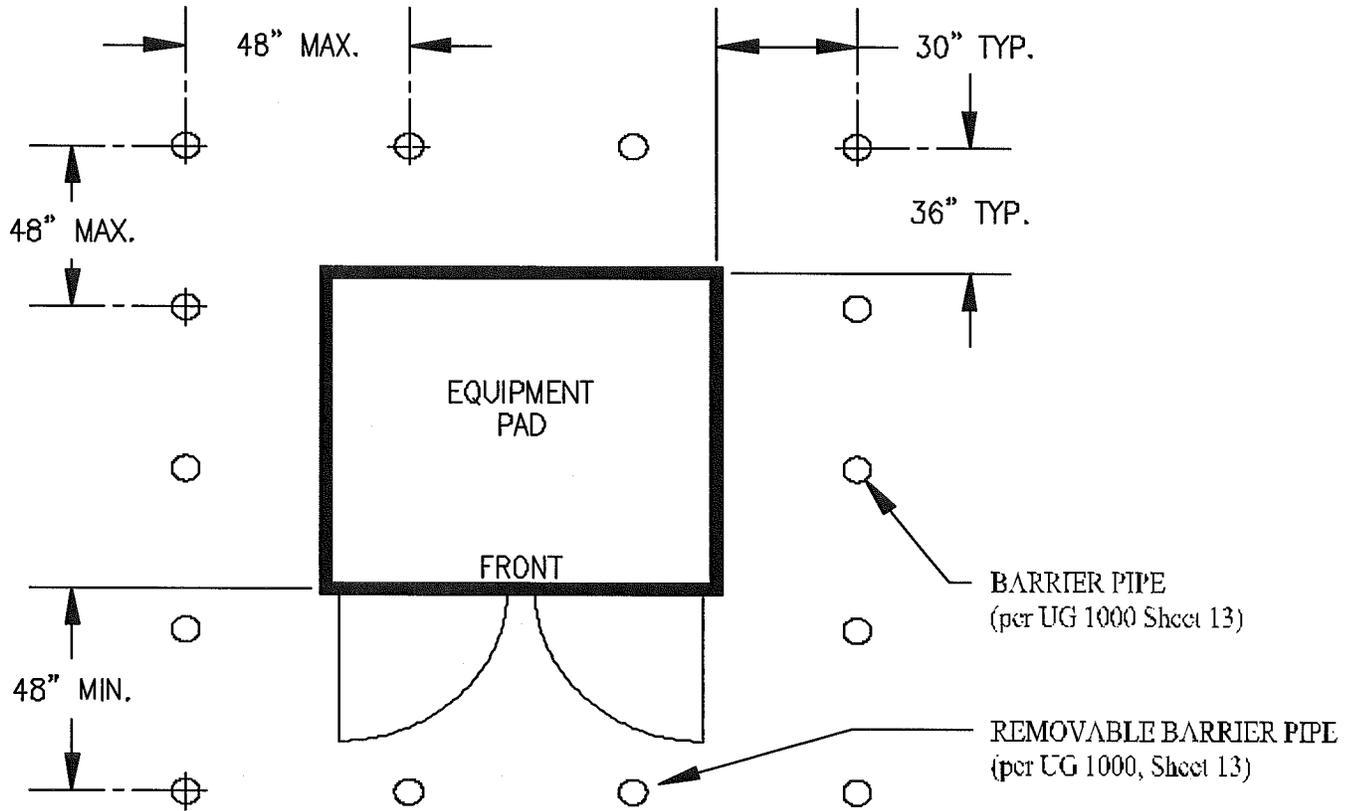


PLAN VIEW

EQUIPMENT PAD CLEARANCES

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Barrier Pipe Placement



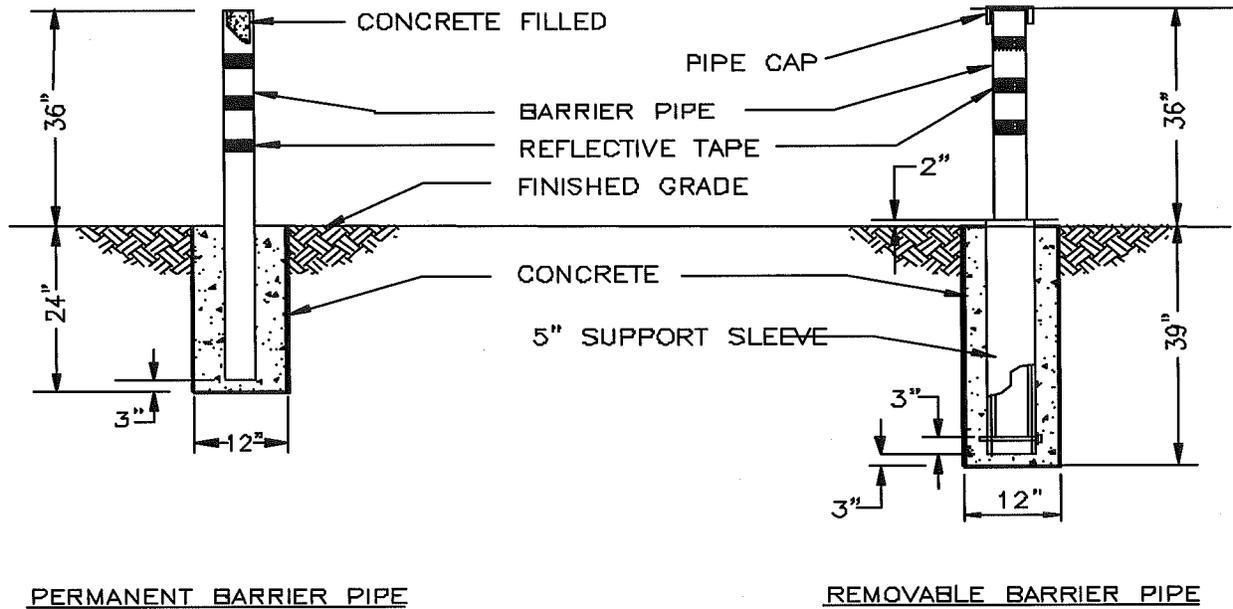
Notes:

1. Barrier Pipes are intended to provide reasonable warning from accidental vehicular contact with padmounted equipment. SVP may require the developer to install barrier pipes in accordance with the above diagram, unless otherwise specified by SVP.
2. Barrier pipes are required only on sides accessible to vehicles.
3. All barrier pipes installed will be at uniform height, per UG1000, Sheet 13.
4. Barrier pipes installed within 8' of equipment doors or that block access for installation or removal of equipment shall be removable.
5. Installation of barrier pipes must be coordinated with conduit installation to avoid conflicts.
6. Barrier pipe installation details are shown on UG 1000, sheet 13.

BARRIER PIPE PLACEMENT

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Barrier Pipe Details



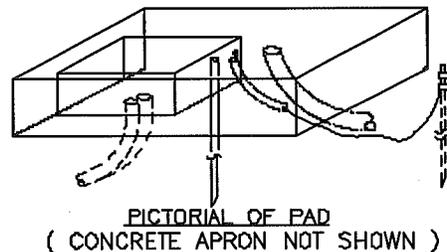
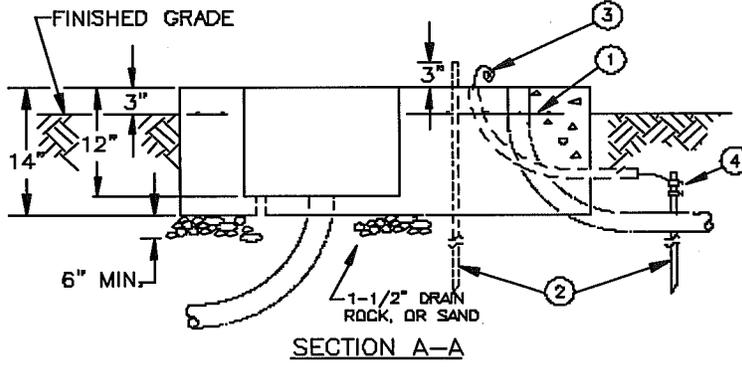
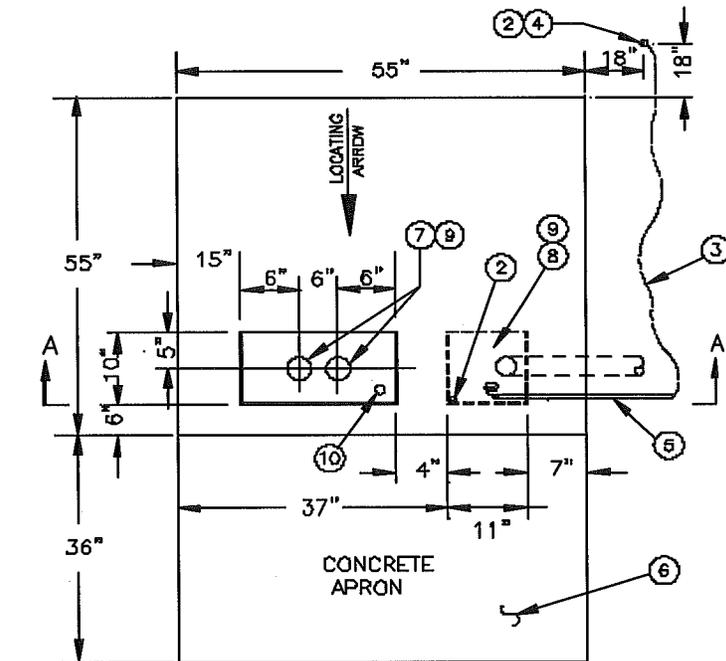
NOTES:

- Barrier pipes shall be made of 4" galvanized steel schedule 40 standard pipe. Permanent pipes shall be filled with concrete as shown in the detail. Removable pipes shall remain hollow and be capped with a pipe cap.
- All barrier pipes are to have 3 reflective tape bands, 2 inch minimum width, applied to the pipes as shown in detail. Reflective tape to be 3M "Scotch-Lite" silver reflective safety tape, or equivalent.
- Permanent style barrier pipes are to be used where possible. Removable barrier pipes are to be used only when specified on SVP project design and construction estimate drawings or when directed by SVP inspectors.
- Barrier pipes are to be painted safety yellow. Yellow polyethylene sleeves, such as Armorcast's "Guardian Sleeve," may be substituted for painting the pipe.
- See sheet 12 for barrier pipe placement requirements.
- Support sleeves for removable barrier pipes shall be 5" galvanized steel schedule 40 standard pipe. A 3/4" x 8" galvanized machine bolt shall be installed 3" from the base of the sleeve to act as a support stop for the 4" removable barrier pipe.

BARRIER PIPE DETAILS

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Single Phase Transformer Pads



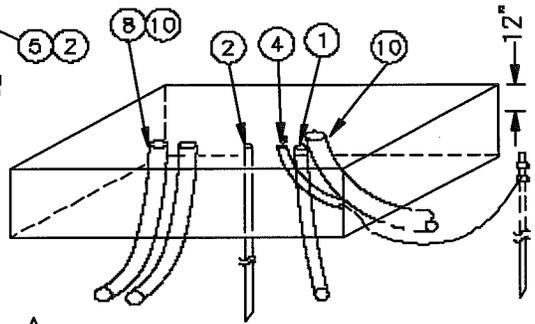
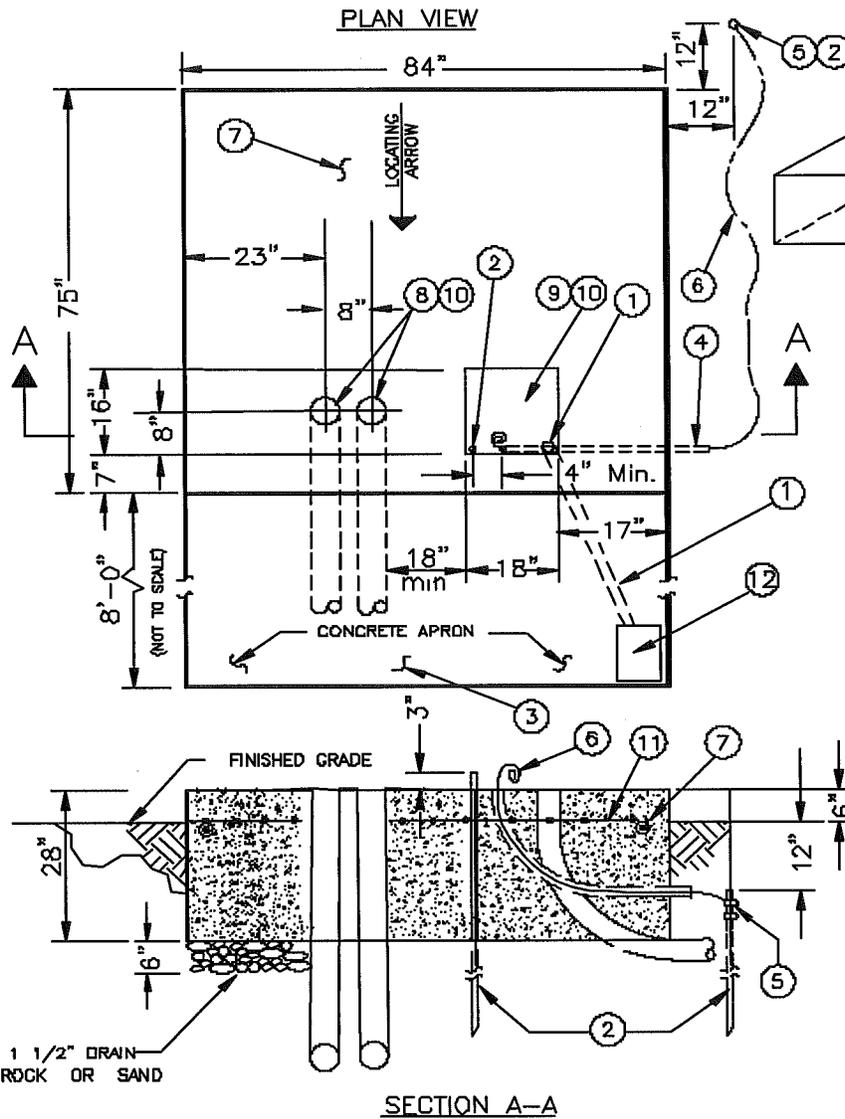
NOTES:

- ① Install 6" x 6" / 10 woven wire fabric.
- ② Install 5/8" x 8'-0" copper ground rod. Maintain 6 foot minimum separation between ground rods.
- ③ Run #2 stranded bare copper wire from ground rod to pad at minimum of 12" below grade. Leave 8 ft. tail coiled on top of pad.
- ④ Install 2 ground rod clamps. See **Materials** section for approved styles and manufacturers.
- ⑤ Install 3/4" x 90 degree x 18" radius PVC bend for ground wire.
- ⑥ Install 3" concrete apron flush with finished grade.
- ⑦ Install 5" x 90 degree x 36" radius PVC primary duct bends.
- ⑧ Run SVP secondary ducts and conductors only into this area. Use 90 degree bends and center within boxed area shown.
- ⑨ Terminate and cap ducts with a plastic end bell grouted flush with top of the pad, or with bottom of primary pit as shown.
- ⑩ Install a 2" diameter drain hole as shown.

SINGLE PHASE TRANSFORMER PADS

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Three Phase Transformer Pads



PICTORIAL OF PAD
(APRON NOT SHOWN)

Notes:

- ① Install 2" duct to U E box. Routing of duct may vary.
- ② Install 5/8" x 8'-0" copper ground rod.
- ③ Install 3" concrete apron flush with finished grade.
- ④ Install 3/4"x90°x18" radius PVC bend for ground wire.
- ⑤ Install two copper ground rod clamps. See "Materials" section for approved list.
- ⑥ Run #2 Cu. Str. bare wire from rod to pad at a minimum depth of 12" below grade. Leave 8'-0" tail coiled on top of pad.

- ⑦ Install 1 4" rebar around perimeter of pad, 6" below the top of the pad. Install rebar between 3" and 6" from the edge of the pad.
- ⑧ Install 90° bends sized as noted on SVP project drawings. Radius of the bends shall be 36" unless noted otherwise on SVP project drawings.
- ⑨ Run SVP secondary ducts and/or customer service entrance ducts and conductors into this area. See "Work Requirements" section for details and maximum number of conduits.
- ⑩ Terminate and cap ducts with a plastic end bell grouted flush with the top of the pad.
- ⑪ Install 6"x6" #10 woven wire fabric. See "Materials" section for concrete specifications.
- ⑫ Install 24"x36" pull box. Location to be specified on SVP project drawings.

THREE PHASE TRANSFORMER PADS

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Primary Metering Enclosure Pads

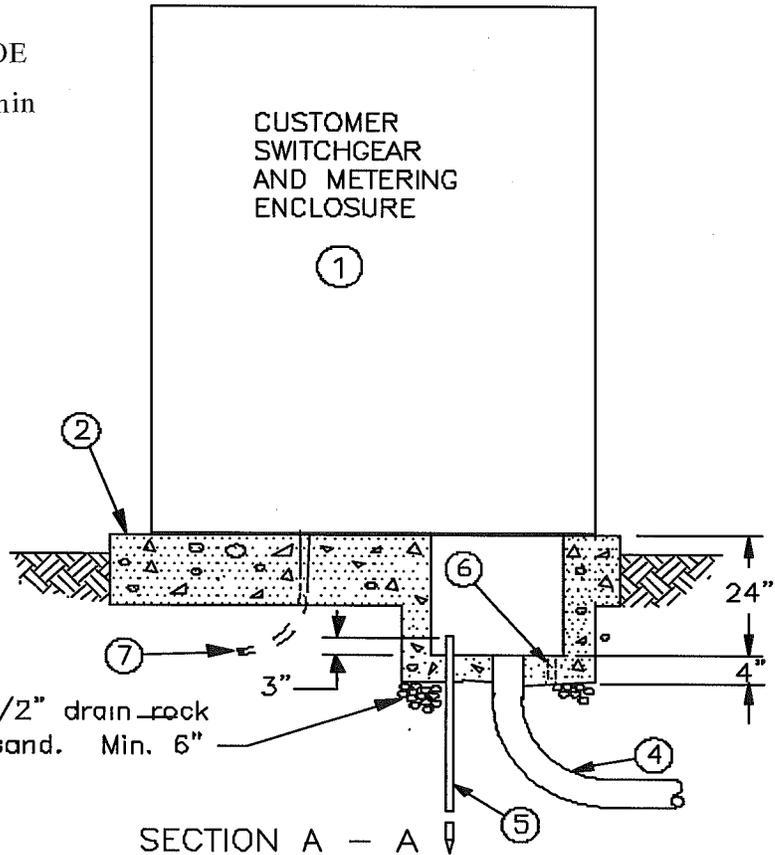
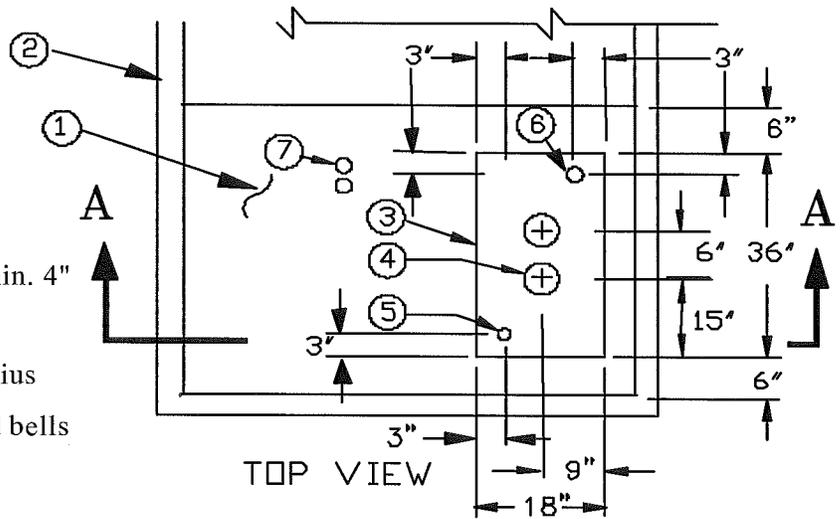
LEGEND

- ① Metering Compartment
- ② Switchgear Concrete Pad
- ③ Primary Pit: 36"x18"x24" deep, min. 4" thick wall
- ④ SERVICE DUCTS: 5"x90°x5' radius PVC bends. Terminate with PVC end bells grouted flush with bottom of pit.
- ⑤ Ground rod, 5/8"x8'-0" copper
- ⑥ 2" dia. drain hole
- ⑦ 2" PVC duct to customer's telco MPOE board and 2" U/E duct to U/E box; 36" min radius bends.

NOTES:

a. This standard specifies location and details of the primary pit and ducts. Pad dimensions and depth shall be determined by the Developer to suit.

b. Contact Silicon Valley Power Meter Shop at 1705 Martin Ave., Santa Clara. ((408) 615-5626) for Metering Enclosure requirements & approvals and location of 2" duct to MPOE.

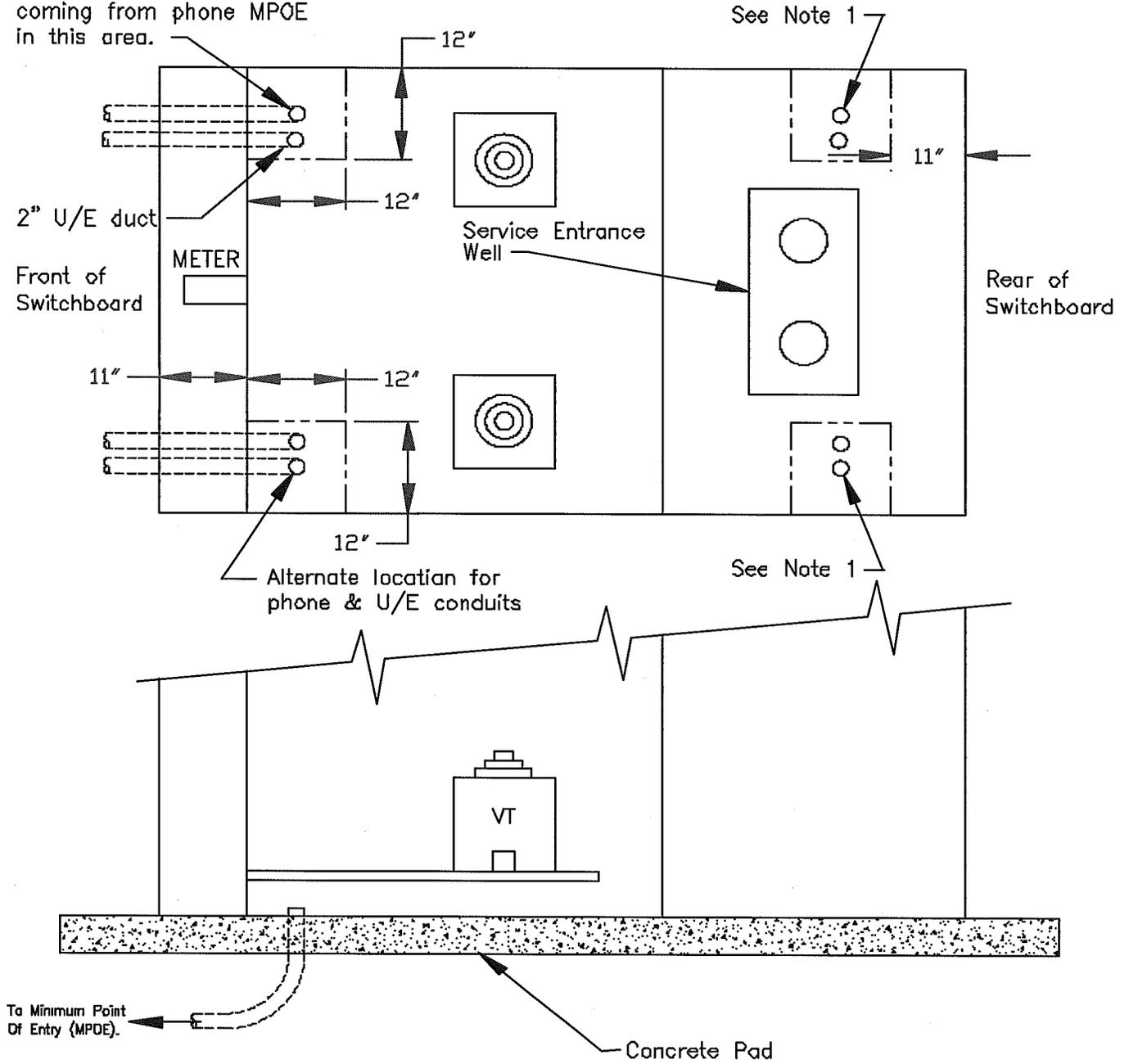


PRIMARY METERING ENCLOSURE PADS

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Communication Ducts in Switchgear Pads

Locate 1.5 inch PVC conduit coming from phone MPDE in this area.



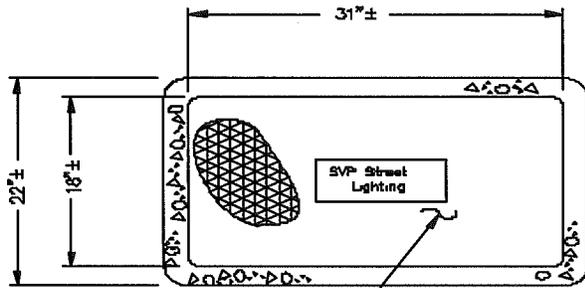
NOTES:

1. When Meter Panel is mounted in front of the Service Termination / CT Compartment, Phone & U/E Conduits shall terminate in one of the two locations shown.

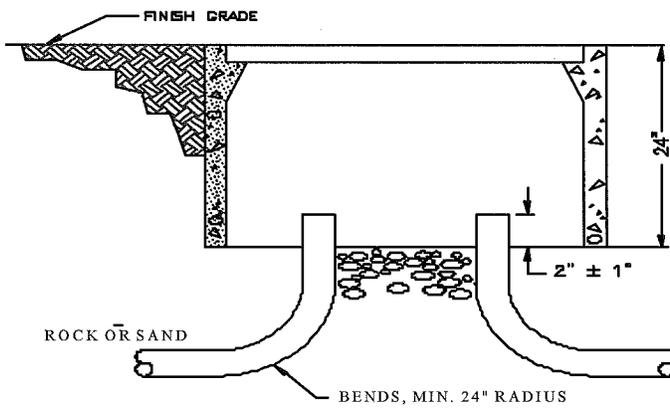
COMMUNICATION DUCTS IN SWITCHGEAR PADS

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17" x 30" Splice Box – Non Traffic



COVER, INSCRIBE AS NOTED*



*** INSCRIBE:**

- SVP Street Lighting
 - SVP Low Voltage Electric
 - SVP Utility Electric
- (See detailed drawing(s) for specific use)

NOTES:

- Boxes shall meet latest revisions of ANSI/SCTE 77 2002 - Tier 15
- Boxes & covers shall meet the WUC 3.6 Interchangability requirements
- Boxes & covers shall be made from polymer concrete and one piece design.
- Boxes shall be stackable if extra depth is required.
- Minimum box depth to be 24 inches.
- Boxes are not recommended for installation in driveways.
- PVC End Bells to be installed on ends of all ducts terminating in boxes.
- Bend angles may be reduced to 45, 30, or 22.5 degrees but may not overlap. Bends must be oriented so that box does not interfere with clear pulling or feeding of cable in ducts.
- 11.25 degree bends recommended for all utility electric labeled boxes.
- Minimum 6 inches drain rock or sand required under box

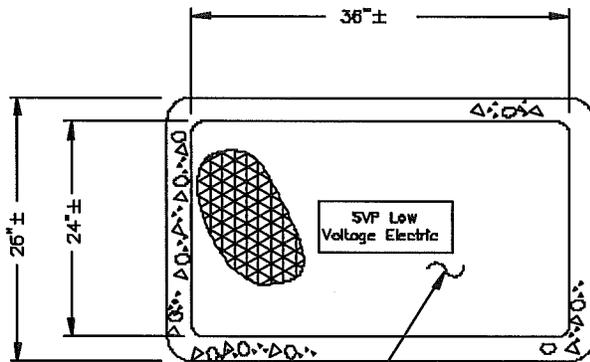
APPROVED SUPPLIERS

DESCRIPTION	BIN #	ARMORCAST PART NO.	WEIGHT (LBS)	CARSON IND. PART NO.	WEIGHT (LBS)	STRONGWELL PART NO.	WEIGHT (LBS)
Polymer Concrete Box	88234	A6001640PCX24	121	H1730-24	115	PG1730BA24	106
Cover – Low Volt. Electric	88285	A6001947I	72	H1730-P1	75	PG1730HA00-1U	83
Cover – St. Lighting	88286	A6001947T	72	H1730-P1	75	PG1730HA00-1T	83
Cover – Utility Electric	88288	A6001947I	72	H1730-P1	75	PG1730HA00-1V	83

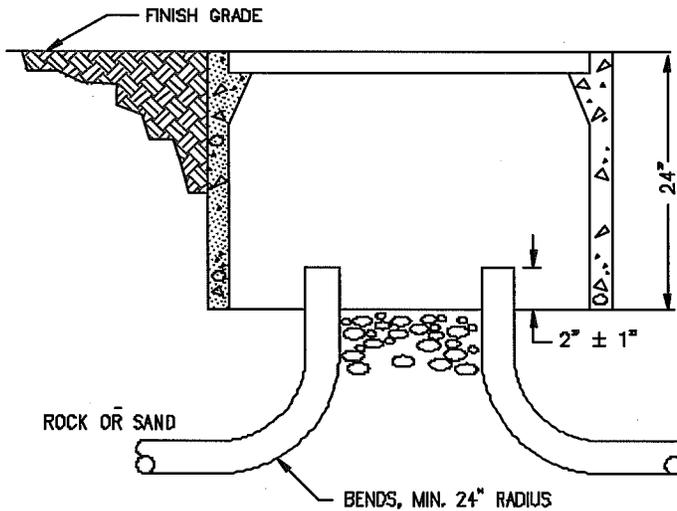
17" x 30" SPLICE BOX – NON TRAFFIC

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24" x 36" Splice Box – Non Traffic



COVER, INSCRIBE AS NOTED*



*** INSCRIBE:**

SVP Low Voltage Electric
SVP Utility Electric

(See detailed project drawing(s)
for specific requirements)

NOTES:

Boxes shall meet latest revisions of
ANSI/SCTE 77 2002 - Tier 15

Boxes & covers shall be meet the
WUC 3.6 Interchangability requirements

Boxes & covers shall be made from
polymer concrete and one piece design.

Boxes shall be stackable if extra
depth is required.

Minimum box depth to be 24 inches.

Boxes are not recommended for
installation in driveways.

PVC End Bells to be installed on ends
of all ducts terminating in boxes.

Bend angles may be reduced to 45,
30, or 22.5 degrees but may not
overlap. Bends must be oriented so
that box does not interfere with clear
pulling or feeding of cable in ducts.
11.25 degree bends recommended for
all utility electric labeled boxes.

Minimum 6 inches drain rock or sand
required under box

APPROVED SUPPLIERS

DESCRIPTION	BIN #	ARMORCAST PART NO.	WEIGHT (LBS)	CARSON IND. PART NO.	WEIGHT (LBS)	STRONGWELL PART NO	WEIGHT (LBS)
Polymer Concrete Box	TBA	A6001974PCX24	182	H2436-24	147	PG2436BA24	180
Cover – Low Volt. Electric	TBA	A6001975T	105	H2436-P1	160	PG2436HA00-1U	115
Cover – "Utility Electric"	TBA	A6001975T	105	H2436-P1	160	PG2436HA00-1V	115

24" x 36" SPLICE BOX – NON TRAFFIC

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating				Drawn By: K. Keating			
Approved: 06/18/04				SHEET 19 of 38			
Bob Blankenship				UG 1000			
Bob Streich							
Installation of Underground Substructures by Developers				Rev. 5			

30" x 60" Splice Box – Non Traffic

PULLBOX SPECIFICATIONS

Grade level enclosures shall be all polymer concrete and one piece design. Covers shall be two piece design. Approved manufacturers are listed in table below.

Enclosures and covers shall be concrete grey in color.

Enclosures and covers shall be designed and tested to meet or exceed ANSI/SCTE 77 2002 Tier 15.

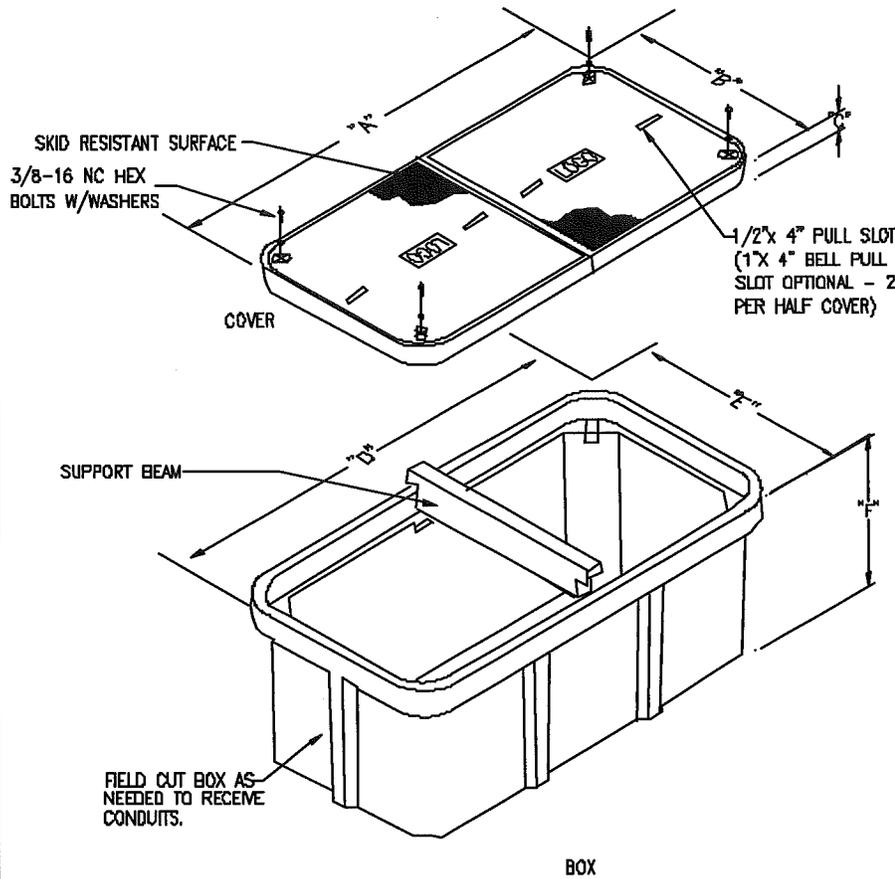
Boxes shall meet interchangeability requirements as outlined in WUC 3.6.

Boxes shall be stackable if extra depth is required.

Boxes shall have an open bottom. 1 1/2" size drain rock, or sand, shall be installed under box to a minimum depth of 6".

Stub ducts into box using bends as directed on specific SVP project design drawings or by SVP inspectors.

Install PVC End Bells on the ends of all ducts terminating in boxes.



STACKABLE STANDARD BOX (BIN# 88238)

MANUFACTURER	PART NO.	DIMENSIONS (INCHES)			TOTAL WT. LBS.
		D	E	F	
ARMORCAST	A600146DPCX24	62-3/4	33-3/8	24	332
CARSON INDUSTRIES	H3060-74	63-3/8	35-1/2	24	253
STRONGWELL	PG3060BA21	63-7/8	35-7/8	21	309

2-PIECE HEAVY DUTY COVERS (INSCRIBED AS SPECIFIED)

MANUFACTURER	PART NO.	DIMENSIONS (INCHES)			TOTAL WT. LBS.
		A	B	C	
ARMORCAST	A6001456T	59-1/2	30-1/8	3	246
CARSON INDUSTRIES	H3060-P1	61-9/16	33-3/4	3	296
STRONGWELL (U/E)	PG3060HA00-1U	61-5/8	33-3/4	3	346
STRONGWELL (LV)	PG3060HA00-1V	61-5/8	33-3/4	3	346
STRONGWELL (HV)	PG3060HA00-XF	61-5/8	33-3/4	3	346

COVER TO BE INSCRIBED AS SHOWN ON SVP PROJECT DESIGN DRAWINGS

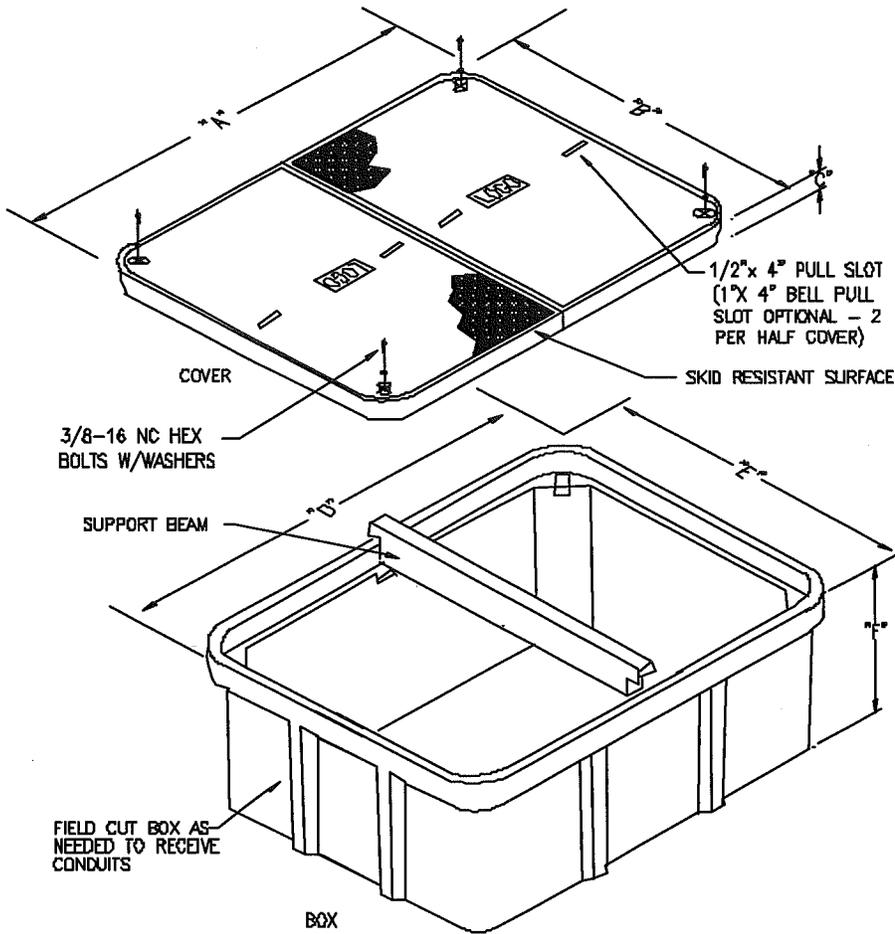
- 1) SVP UTILITY ELECTRIC BIN: 88305
- 2) SVP LOW VOLTAGE ELECTRIC BIN: 88306
- 3) SVP HIGH VOLTAGE ELECTRIC BIN: 88307

30" x 60" SPLICE BOX – NON TRAFFIC

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.

By: K. Keating	<h2>Installation of Underground Substructures by Developers</h2>	Drawn By: K. Keating
Approved: 06/18/04		SHEET 20 of 38
Bob Blankenship		UG 1000
Bob Streich		Rev. 5

48" x 48" Splice Box – Non Traffic



PULLBOX SPECIFICATIONS

Grade level enclosures shall be all polymer concrete and one piece design. Covers shall be two piece design. Approved manufacturers are listed in table below.

Enclosures and covers shall be concrete grey in color.

Enclosures and covers shall be designed and tested to meet or exceed all portions of ANSI/SCTE 77 2002 Tier 15.

Covers and boxes shall meet WUC 3.6 interchangeability requirements.

Boxes shall be stackable if extra depth is required.

Box covers shall have a minimum coefficient of friction of 0.6 per ASTM C 1028.

Boxes shall have an open bottom. 1 1/2" size drain rock, or sand, shall be installed under box to a minimum depth of 6".

Stub ducts into box using bends as directed on specific SVP project design drawings or by SVP inspectors.

Install PVC End Bells on the ends of all ducts terminating in boxes.

STACKABLE STANDARD BOX (BIN# Not Assigned)

MANUFACTURER	PART NO.	DIMENSIONS (INCHES)			TOTAL WT. LBS.
		D	E	F	
ARMORCAST	A6001433PCX36	51	51	36	403
STRONGWELL	PC4848BA36	54-5/8	54-5/8	36	665

2-PIECE HEAVY DUTY COVERS (INSCRIBED AS SPECIFIED)

MANUFACTURER	PART NO.	DIMENSIONS (INCHES)			TOTAL WT. LBS.
		A	B	C	
ARMORCAST	A6001434T	48-1/4	48-1/4	3	326
STRONGWELL (LV)	PC4848HA00-1U	52-3/8	52-3/8	3	364
STRONGWELL (U/E)	PC4848HA00-1V	52-3/8	52-3/8	3	364

COVER TO BE INSCRIBED AS SHOWN ON SVP PROJECT DESIGN DRAWINGS

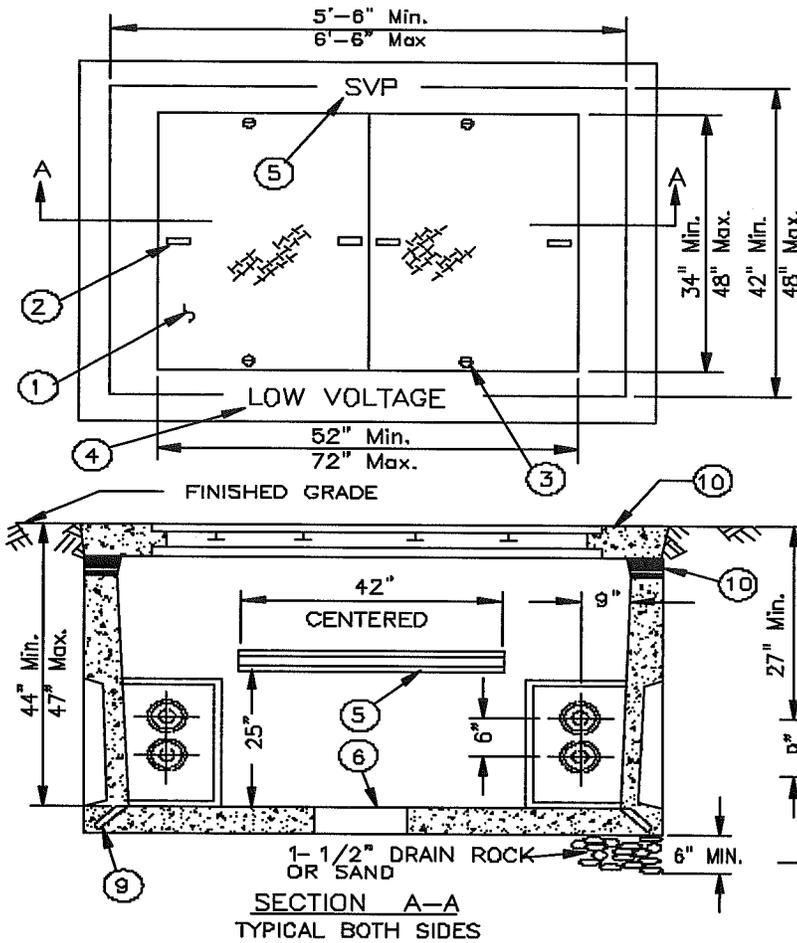
- 1) SVP UTILITY ELECTRIC BIN TBA
- 2) SVP LOW VOLTAGE ELECTRIC BIN, TBA

48" x 48" SPLICE BOX – NON TRAFFIC

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.

By: K. Keating	<h1>Installation of Underground Substructures by Developers</h1>	Drawn By: K. Keating
Approved: 06/18/04		SHEET 21 of 38
Bob Blankenship		UG 1000
Bob Streich		Rev. 5

4' x 6' Secondary Splice Box – Light Traffic



Precast Box Requirements:

Box and cover shall meet AASHTO H-20 loading and all conditions shown; noted in this drawing. Box is not rated for installation in street areas or where heavy truck traffic is anticipated.

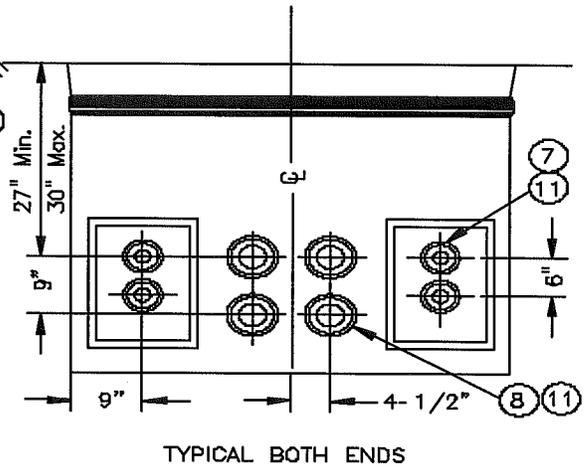
Excavation dimensions are to be supplied by the vendor.

Box concrete mixture additives shall be 2% Calcium Nitrate and 7.5% microsilica by weight of concrete.

Approved Vendors & Catalog Numbers

Jensen Precast #CSC466S-2

Utility Vault Co. #644-LA-MS-3250-CSC



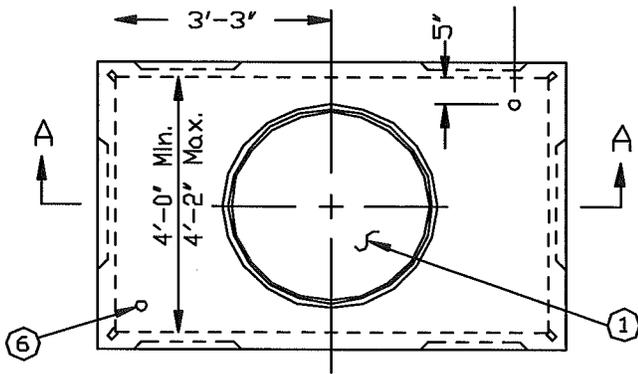
NOTES:

- ① Two piece 3/8" steel checker plate with underside bracing and non-slip epoxy coating as described in "Materials" section of this drawing.
- ② 1 2" x 1" lifting slot. Typical 4 places.
- ③ 3/8" - 16 UNC galvanized steel, flathead machine screws for holding cover down. Top of screw shall be flush with top of box cover.
- ④ Concrete adjustable top. Inscribe letters as shown, 2" minimum height.
- ⑤ P-4000 unisut or equal cast into walls. Typical 2 places.
- ⑥ 18" dia. x 2 3/4" sump centered in bottom of box.
- ⑦ 4-3 4" diameter knockout for customer service and street light ducts only. Typical 8 places.
- ⑧ 6-1/2" diameter knockouts for SVP 4" and 5" ducts only. Typical 8 places.
- ⑨ 1"-8 UNC pulling insert at each corner. Typical 4 places.
- ⑩ Level top of box with finish grade. Grout - 3 parts sand to 1 part cement.
- ⑪ Terminate all ducts with PVC end bells.

4' x 6' SECONDARY SPLICE BOX – LIGHT TRAFFIC

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating				Drawn By: K. Keating			
Approved: 06/18/04				SHEET 22 of 38			
Bob Blankenship				UG 1000			
Bob Streich							
Installation of Underground Substructures by Developers				Rev. 5			

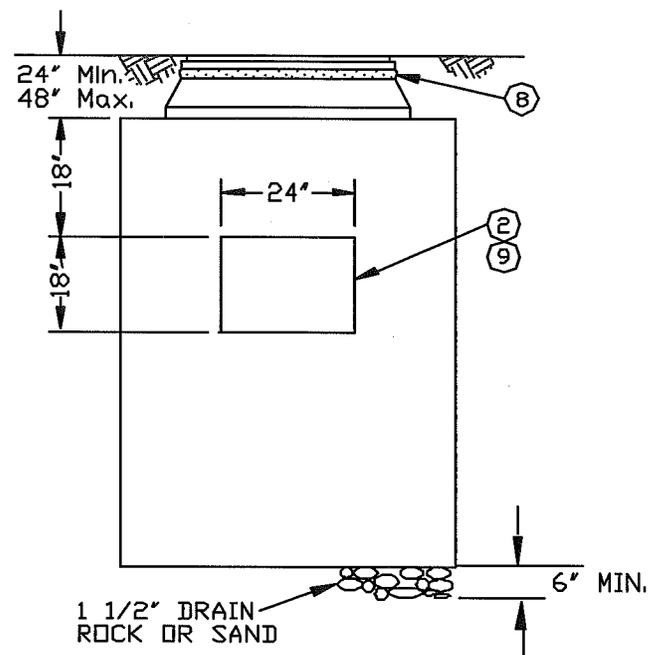
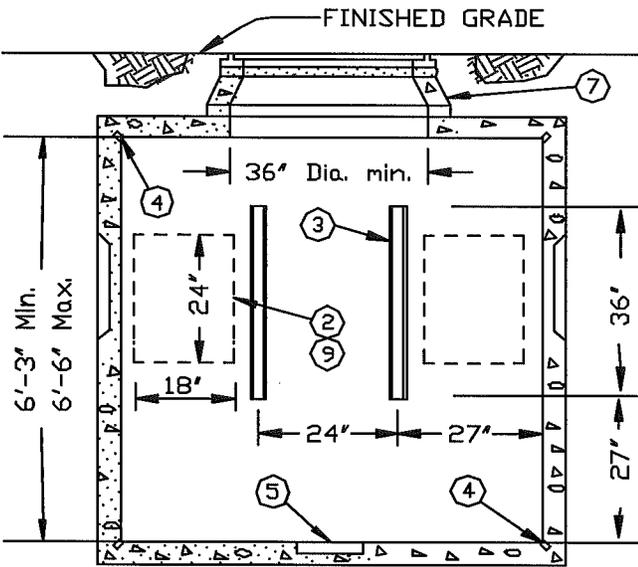
4' x 6' Secondary Splice Box – Full Traffic



APPROVED VENDORS:
 JENSEN PRECAST
 UTILITY VAULT

Concrete mixture additives shall be 2% Calcium Nitrate and 7.5% microsilica by weight of cement.

Box shall meet H20-44 loading and all applicable conditions noted in this standard. Excavation dimensions to be furnished by vendor.



SECTION A-A

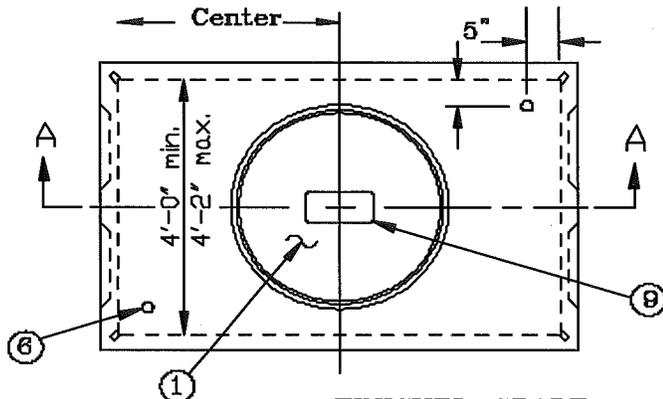
Notes:

- ① Steel frame and cover, inscribed "SVP LOW VOLTAGE ELECTRIC"
- ② 6-18"x24" knockout areas, 2 per side and 1 on each end.
- ③ P-4000 Unistrut, or equal, cast into box walls; typical 4 places
- ④ 1"-8 UNC pulling inserts cast into box at each corner; typical 8 places.
- ⑤ Sump, 18" diameter x 2 1/2" deep, 1 required.
- ⑥ 2" diameter knockout, typical 2 places.
- ⑦ Concrete riser(s) as required. 24" min & 48" max.
- ⑧ Grout: 3 parts sand to 1 part Portland cement
- ⑨ Terminate all ducts with PVC end bells grouted flush with inside of wall.

4' x 6' SECONDARY SPLICE BOX – FULL TRAFFIC

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.				
By: K. Keating				<h2>Installation of Underground Substructures by Developers</h2>				Drawn By: K. Keating			
Approved: 06/18/04								SHEET 23 of 38			
Bob Blankenship								UG 1000			
Bob Streich								Rev. 5			

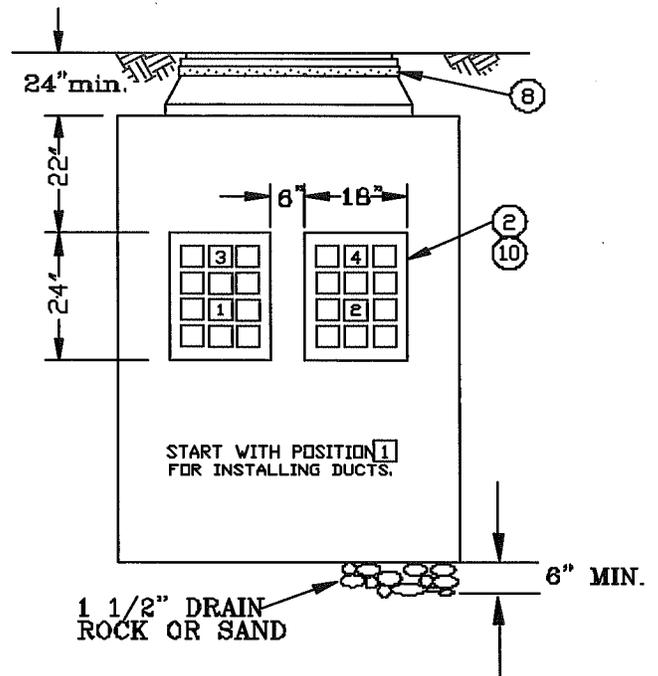
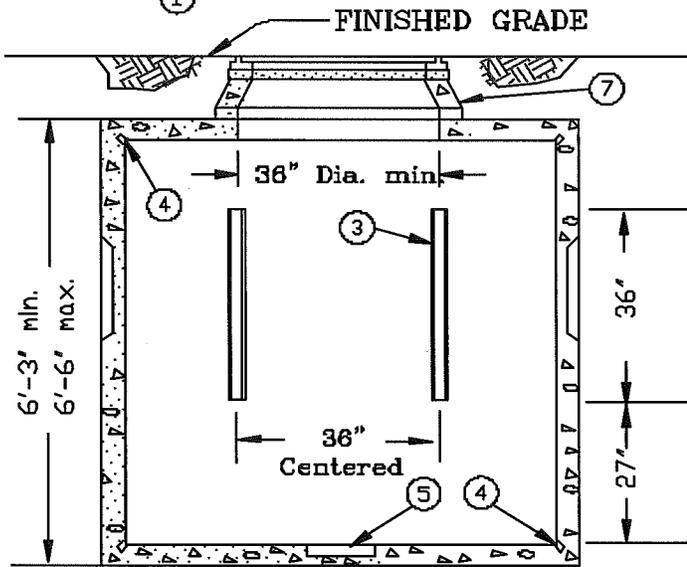
4' x 6' Primary Pullbox – Full Traffic



APPROVED VENDORS:
 JENSEN PRECAST
 UTILITY VAULT

Concrete mixture additives shall be 2% Calcium Nitrate and 7.5% microsilica by weight of cement.

Box shall meet H20-44 loading and all applicable conditions noted in this standard. Excavation dimensions to be furnished by vendor.



SECTION A-A

NOTES:

- ① Steel frame and cover (inscribed "SVP HIGH VOLTAGE ELECTRIC").
- ② 2-18"x 24" knockouts or 1-24"x 30" knockout centered on each end.
- ③ P-4000 Unistrut or equal cast into vault. Typical 4 places.
- ④ 1"-8 UNC pulling inserts cast into vault at each corner. Typical 8 places.
- ⑤ Sump, 18" Dia. x 2 1/2" Deep. 1 required.
- ⑥ 2" Diameter knockout, typical 2 places.
- ⑦ Concrete riser(s) as required (Note: 24" min.)
- ⑧ Grout. 3 parts sand to 1 part cement.
- ⑨ Number cover as noted in "Cover Details" section and on SVP project drawings.

4' x 6' PRIMARY PULLBOX – FULL TRAFFIC

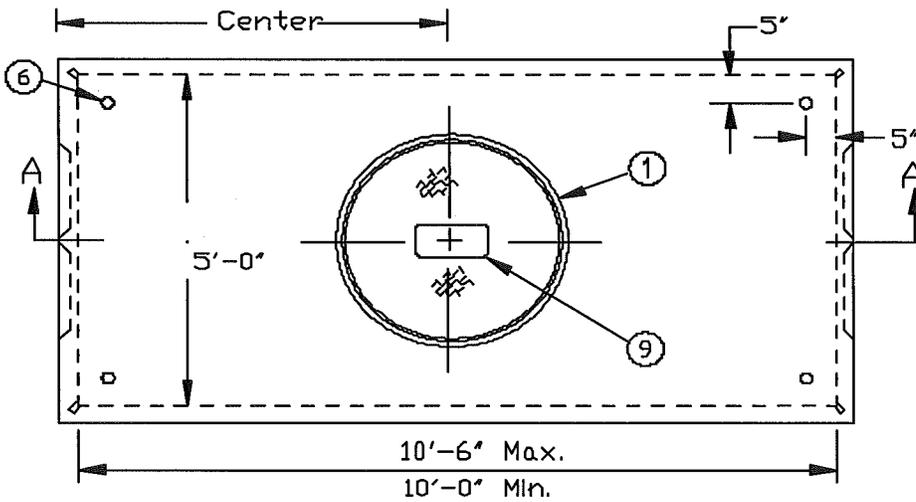
Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.

By: K. Keating
 Approved: 06/18/04
 Bob Blankenship
 Bob Streich

**Installation of Underground
 Substructures by Developers**

Drawn By: K. Keating
 SHEET 24 of 38
UG 1000
 Rev. 5

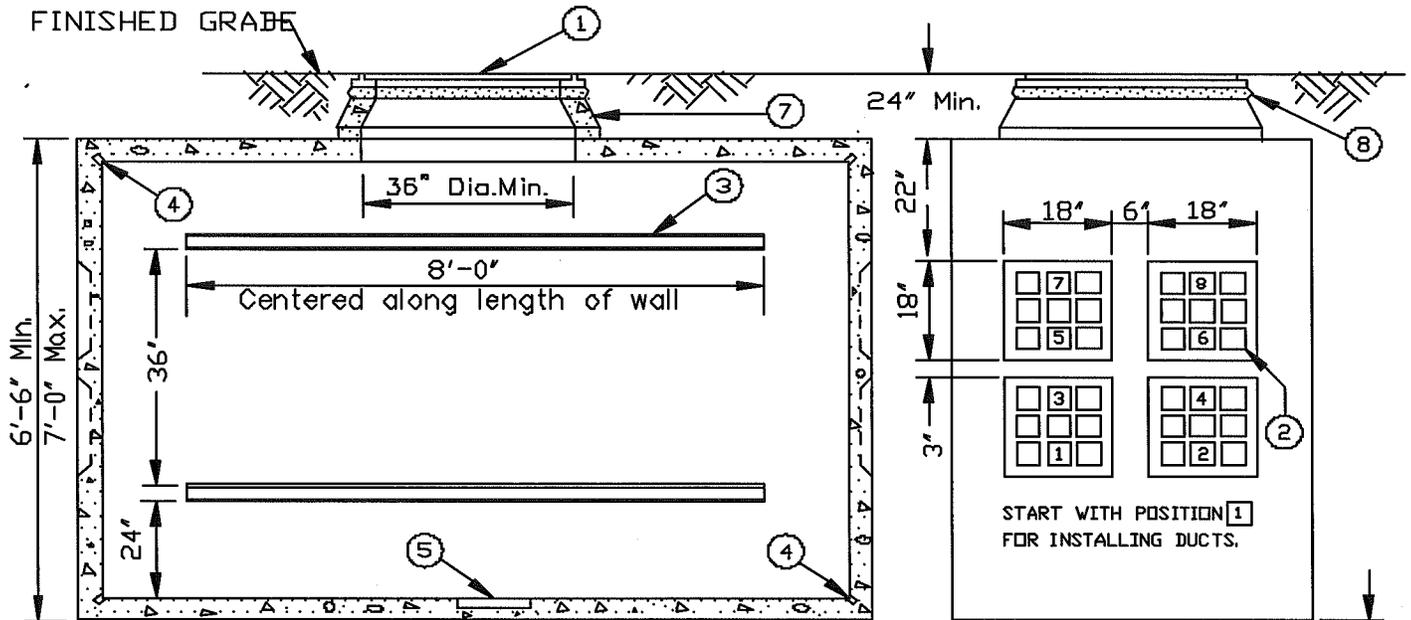
5' x 10' Primary Manhole – Full Traffic



**APPROVED VENDORS:
JENSEN PRECAST
UTILITY VAULT**

Concrete mixture additives shall be 2% Calcium Nitrate and 7.5% microsilica by weight of cement.

Box shall meet H20-44 loading and all applicable conditions noted in this standard. Excavation dimensions to be furnished by vendor.



**SECTION A-A
TYP. BOTH SIDES**

1-1/2" DRAIN
ROCK OR SAND
6" Min.

- NOTES:**
- ② 4-18"x 18" knockouts. Typical both ends.
 - ③ P-4000 Unistrut or equal, cast into vault, typical 4 places.
 - ⑥ 2" Diameter knockout. Typical 4 places.

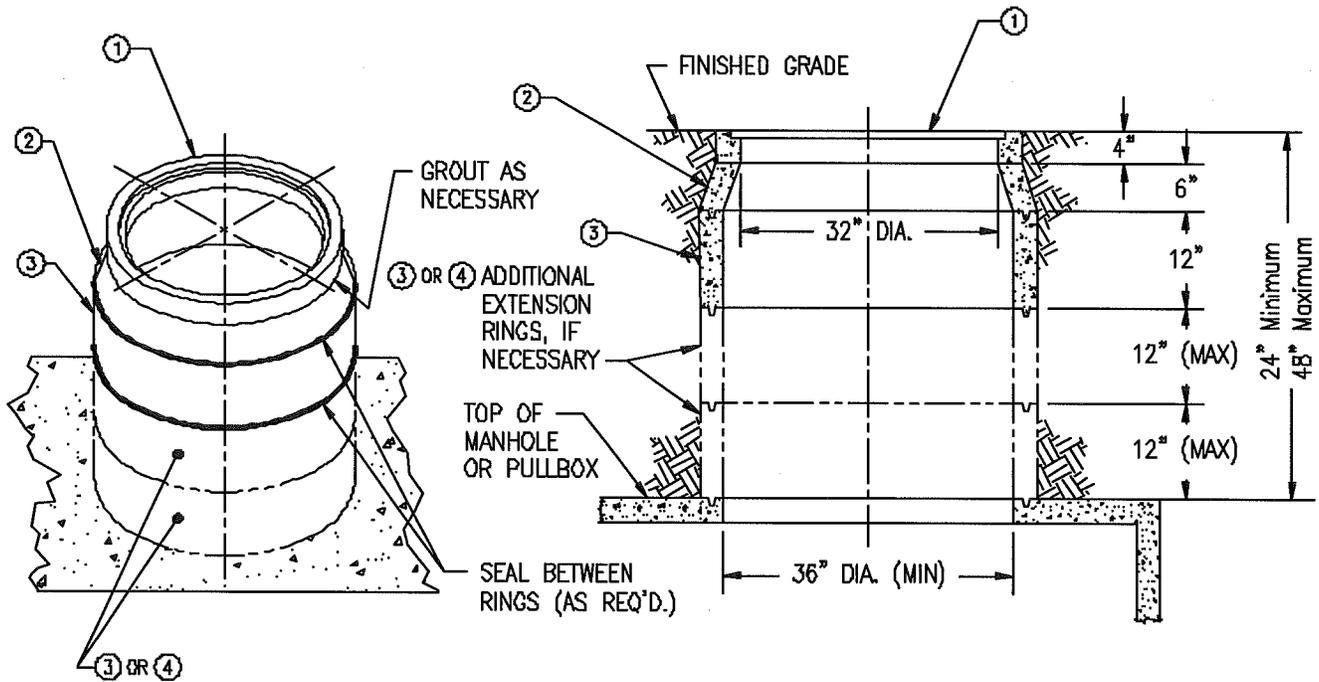
For the following balloon numbers, see "4' x 6' Primary Pullbox" section.

- ① ④ ⑤ ⑦ ⑧ ⑨

5' x 10' PRIMARY MANHOLE – FULL TRAFFIC

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating				Drawn By: K. Keating			
Approved: 06/18/04				SHEET 25 of 38			
Bob Blankenship				Installation of Underground Substructures by Developers			
Bob Streich							
UG 1000				Rev. 5			

Manhole and Pullbox Risers



NO.	DESCRIPTION	BIN
①	MH COVER ASSEMBLY	88302
②	6" REDUCER RING	88301
③	12" EXTENSION RING	88257
④	6" EXTENSION RING	88256

Notes:

Minimum distance between outside top of manhole or pullbox and finished grade is 24".
 Maximum distance between outside top of manhole or pullbox and finished grade is 48".

Refer to "Manhole Covers" section for manhole cover details and requirements.

Sealing gasket material between riser rings shall be a hydrophilic type of material that swells upon contact with water, such as Adeka Ultra Seal. Seal material shall be installed on all riser joints from manhole to manhole ring.

Grout consisting of 3 parts sand to 1 part Portland Cement shall be used to fill in gaps between manhole ring and riser reducer ring. Refer to leveling detail in "Manhole Covers" section for specific details.

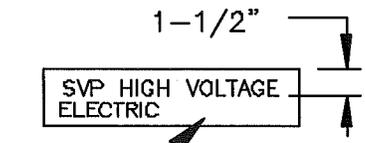
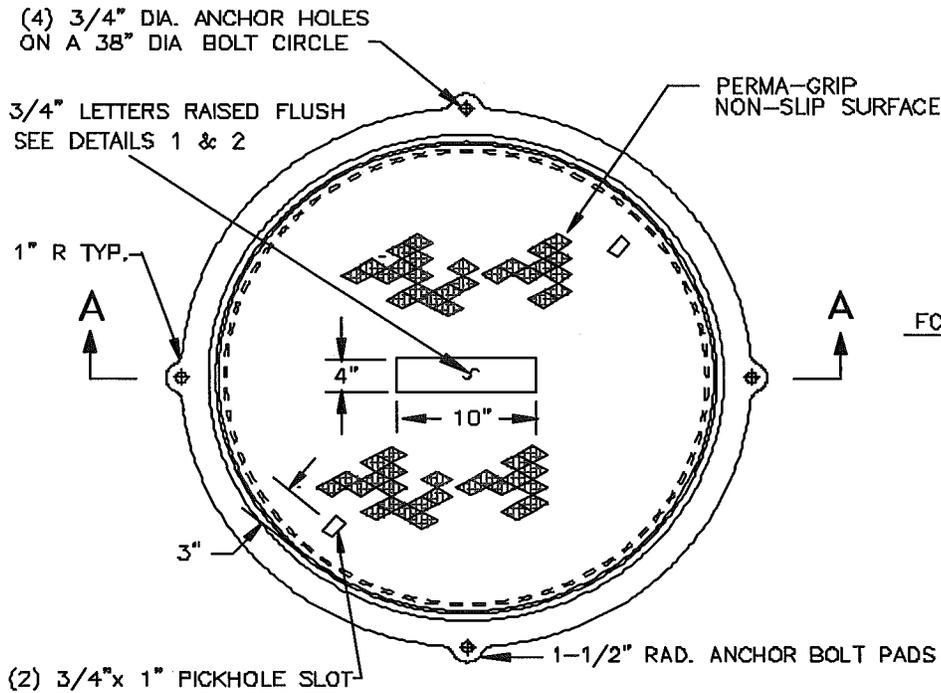
Approved Manufacturers:

- Jensen Precast
- Utility Vault

MANHOLE AND PULLBOX RISERS

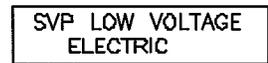
Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.		
By: K. Keating Approved: 06/18/04 Bob Blankenship Bob Streich				Installation of Underground Substructures by Developers				Drawn By: K. Keating SHEET 27 of 38 UG 1000 Rev. 5	

Manhole Covers



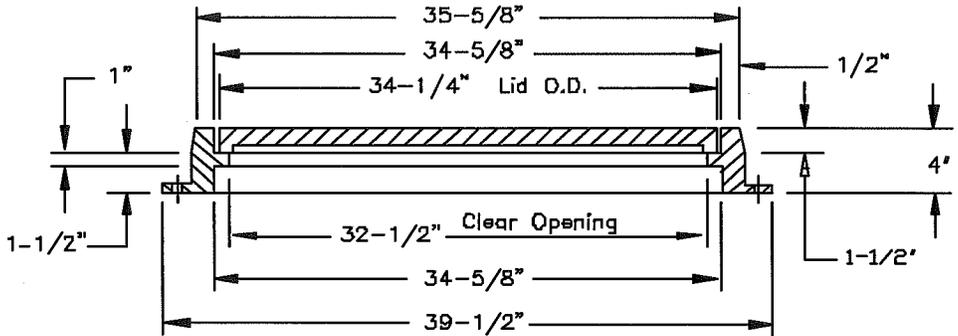
THIS AREA FOR VAULT MANUFACTURER TO WELD ON NUMBER.

DETAIL 1
FOR PRIMARY VAULT, MANHOLE & PULL BOX COVER



DETAIL 2
FOR SECONDARY SPLICEBOX IN TRAFFIC AREAS

NUMBERING NOT APPLICABLE TO SECONDARY PULLBOX



SECTION A-A

NOTES

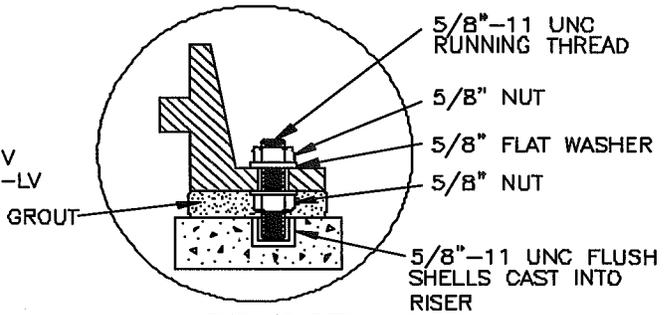
APPLICATION: Primary Vaults, Manholes, Pullboxes, & Full Traffic Secondary Splice Boxes.

APPROVED VENDOR: NEENAH FOUNDRY CO.

CATALOG NUMBERS. Primary Lid #N5900-0399-HV
Secondary Lid #N5900-0399-LV
Frame #N5900-0398

WEIGHT: Lid - 254 lbs.
Frame - 127 lbs.

MATERIAL: Cast Gray Iron
ASTM A-48 Class 35B
(Not Painted)



LEVELING DETAIL
For Splice Boxes, Pullboxes, and Manholes

MANHOLE COVERS

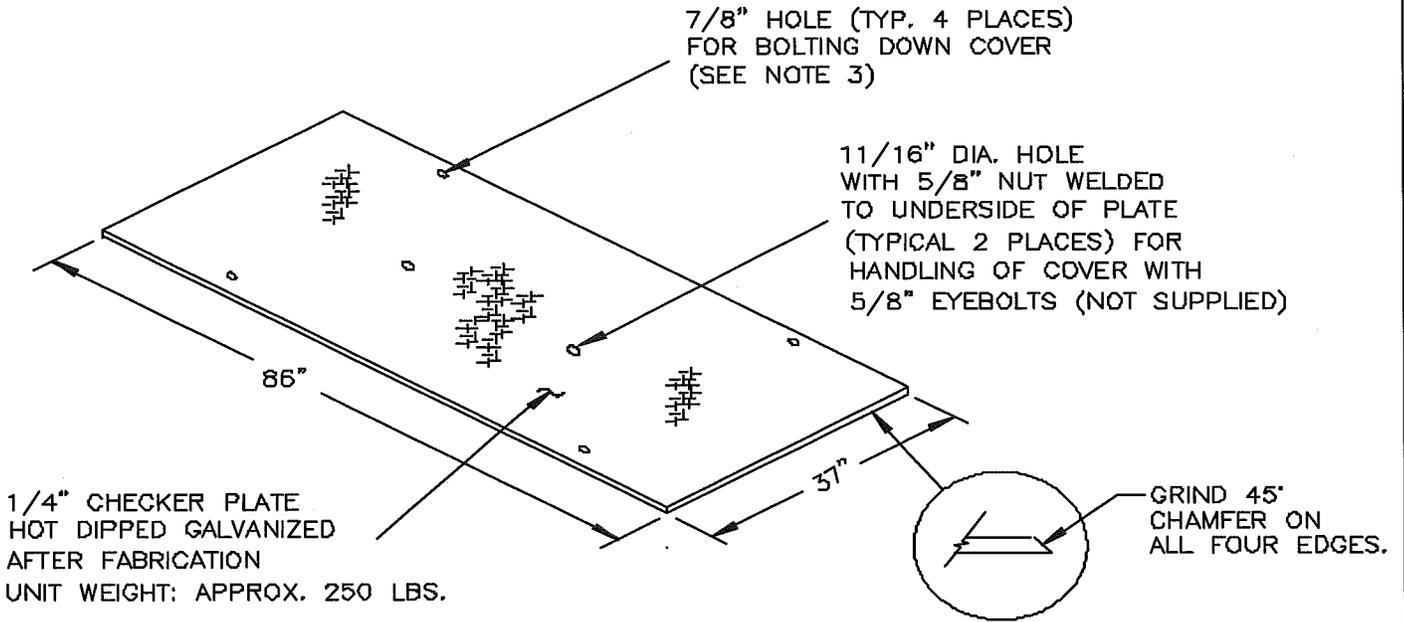
Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.

By: K. Keating
Approved: 06/18/04
Bob Blankenship
Bob Streich

Installation of Underground Substructures by Developers

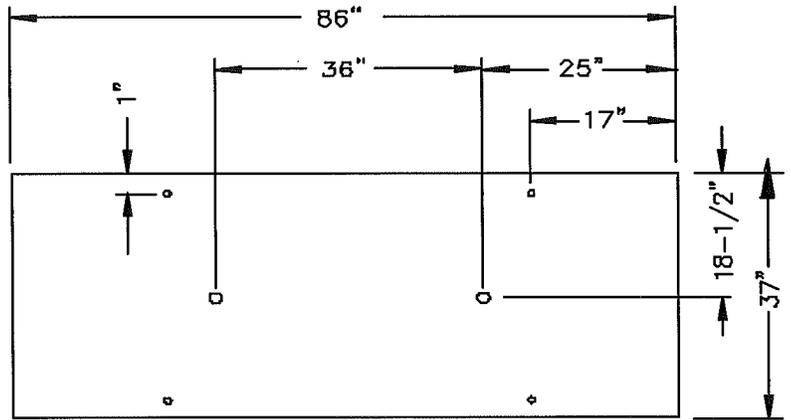
Drawn By: K. Keating
SHEET 28 of 38
UG 1000
Rev. 5

Switch Opening Cover



NOTES:

1. Cover, bln #88299, shall be provided by SVP. Developer is responsible for picking up cover from SVP Service Center at 1705 Martin Ave, Santa Clara, CA.
2. Developer shall install checker plate cover over switch vault opening as shown on "Primary Switch Vault" drawing detail.
3. Developer shall provide and install 4-5/8" anchors in vault to match the 7/8" diameter holes on the cover and bolt cover down with 4-1/2" hex head bolts and flat washers.
4. Developer shall be responsible for keeping cover bolted in-place over switch vault opening until acceptance by SVP.



TOP VIEW

SWITCH OPENING COVER

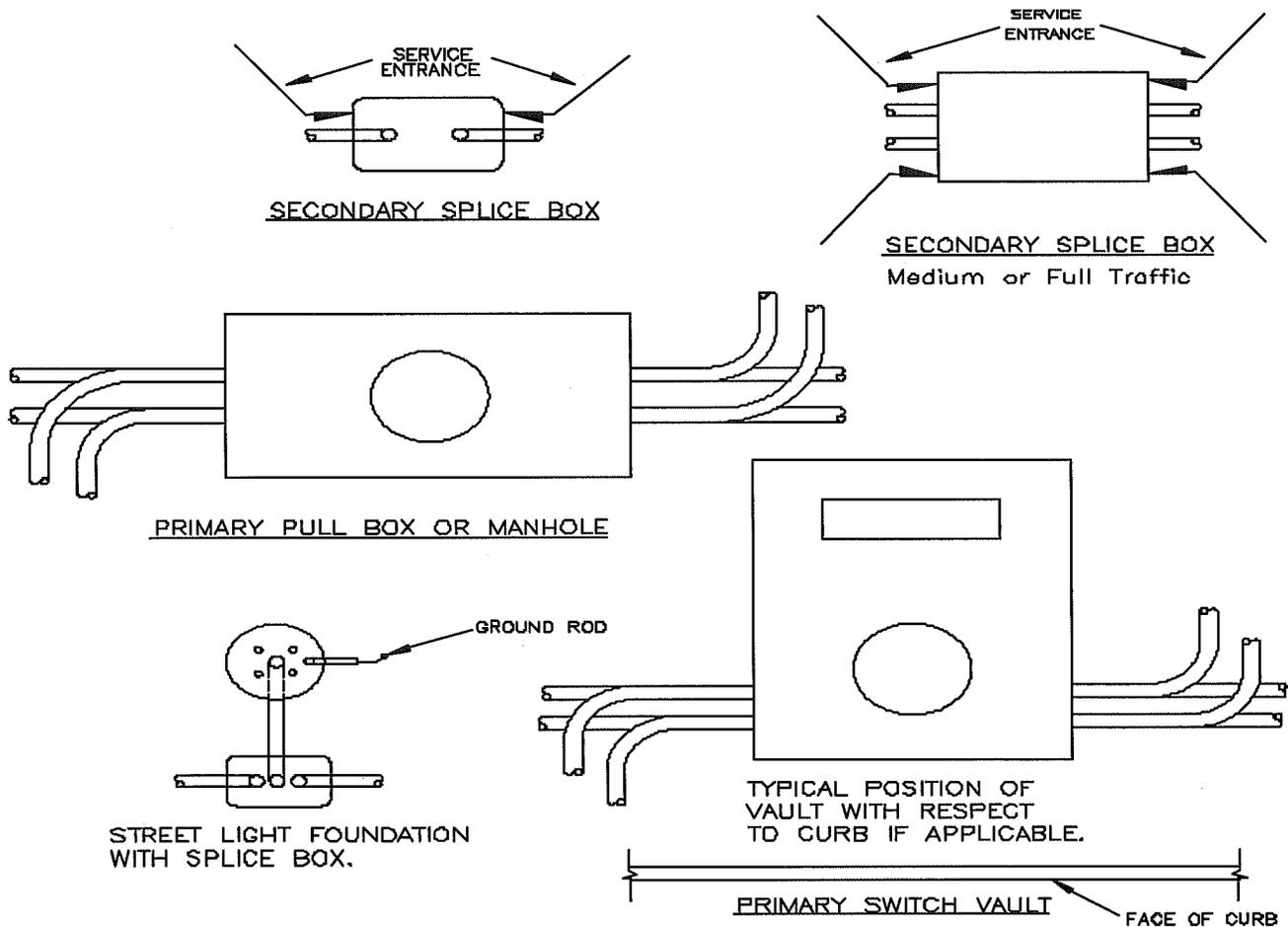
Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.

By: K. Keating
Approved: 06/18/04
Bob Blankenship
Bob Streich

**Installation of Underground
Substructures by Developers**

Drawn By: K. Keating
SHEET 30 of 38
UG 1000
Rev. 5

Routing of Ducts into Boxes



NOTES:

1. Route ducts into boxes as shown. These are typical examples. Any exceptions will be shown on SVP detailed project drawings.
2. Location and position of boxes will be shown on SVP project drawings.
3. For location of ducts in the knockouts, see appropriate box detail section of this standard.
4. In primary duct bank installations, ducts shall be terminated as specified on primary box detail section drawings of this standard. Duct terminations should be equally distributed among all knockout positions on the same box wall, unless otherwise directed by SVP project drawings or SVP inspectors.
5. Terminate ducts in boxes with PVC end bells. In precast concrete boxes, end bells shall be grouted flush with the box wall.
6. Size and number of ducts will be specified on SVP project drawings.

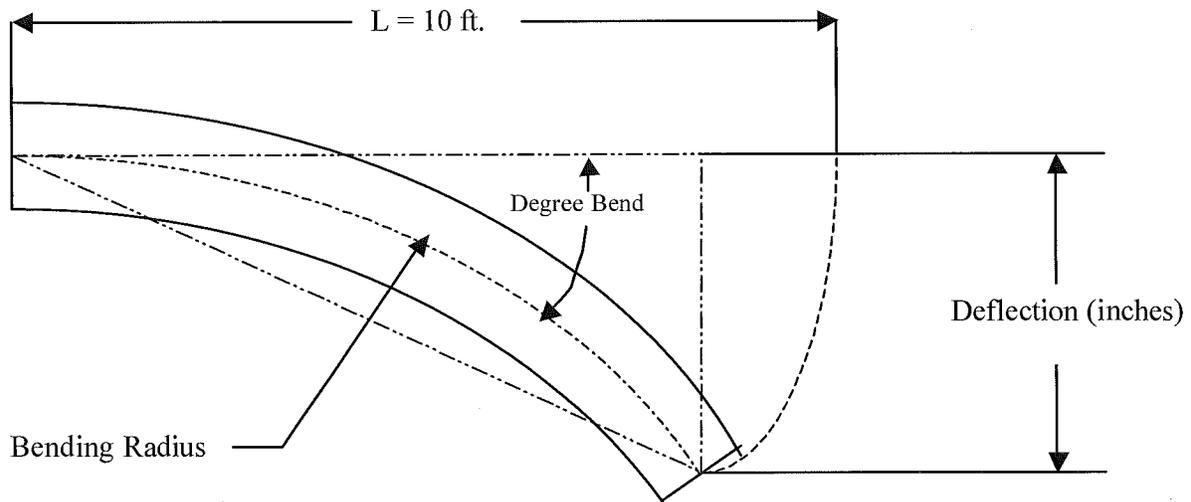
ROUTING OF DUCTS INTO BOXES

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating				Drawn By: K. Keating			
Approved: 06/18/04				SHEET 31 of 38			
Bob Blankenship				UG 1000			
Bob Streich							
<h2>Installation of Underground Substructures by Developers</h2>						Rev. 5	

PVC Duct Sweep Limits

PVC Duct bends or sweeps can be made in the field without mechanical benders to get around obstructions.

The following diagram and table show safe bending amounts for various sizes of ducts. Bending a duct beyond these values may result in buckling of the duct. For sweeps with a shorter bending radius than shown, use factory made bends, referenced on sheet 31. Bends made in the field using a "hotbox" or similar techniques are **not** allowed.



Bending Allowance per 10 feet of PVC Duct			
Duct Size (In)	Bending Radius (ft.)	Max Degree Bend	Deflection (In)
1½	20	14.5	29.7
2	25	11.6	23.9
3	36	7.9	16.4
4	47	6.1	12.8
5	58	4.9	10.3
6	69	4.2	8.7

PVC DUCT SWEEP LIMITS

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.		
By: K. Keating			<h2>Installation of Underground Substructures by Developers</h2>				Drawn By: K. Keating		
Approved: 06/18/04							SHEET 32 of 38		
Bob Blankenship							<h3>UG 1000</h3>		Rev.
Bob Streich									5

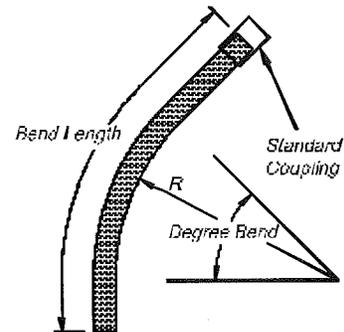
Manufactured Duct Bends

Factory made bends are to be used in situations where the required duct bending radius is less than as shown on sheet 30 of this standard - "PVC Duct Sweeps Limits". The following tables list duct bends that are approved for purchase by SVP. Bends shall meet the latest revision of ASTM Standard F 512, NEMA Standards TC-8 & 9, and W.U.C. Guideline 3.1. In the event of a conflict, the most stringent will apply. Bends made in the field using a "hotbox" or similar techniques are **not** allowed.

2 Inch Diameter DB-120 Duct

DEGREE BEND	2' R		3' R	
	Bin #	Bend Length	Bin #	Bend Length
22½°	n/a		90260	18.5"
30°	90235	13.5"	90261	22.75"
45°	90236	22.75"	90262	32.25"
90°	n/a		90263	60.5"

Note: 90235 is an 18" radius bend



4 Inch Diameter DB-120 Duct

DEGREE BEND	3' R		5' R		12½' R	
	Bin #	Bend Length	Bin #	Bend Length	Bin #	Bend Length
11¼°	n/a		n/a		90245	36.5"
22½°	90264	21.5"	n/a		90246	66"
30°	90240	25.75"	90265	38.5"	n/a	
45°	new	35.25"	90266	54"	n/a	
90°	90237	63.5"	90267	101.25"	n/a	

5 Inch Diameter DB-120 Duct

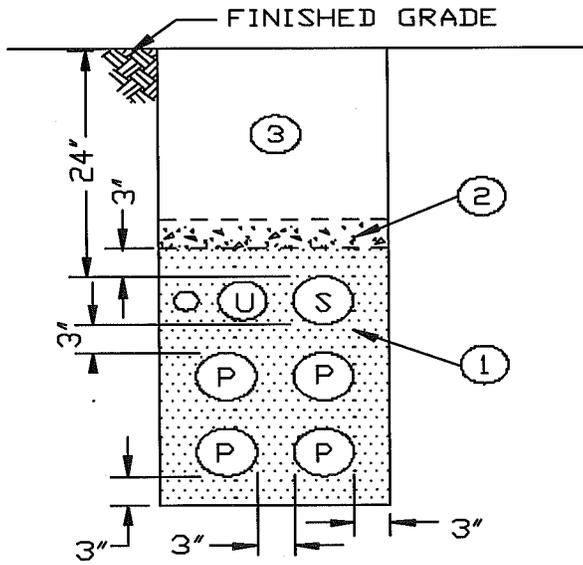
DEGREE BEND	3' R		5' R		12½' R	
	Bin #	Bend Length	Bin #	Bend Length	Bin #	Bend Length
11¼°	n/a		n/a		90247	36.5"
22½°	90268	21.5"	n/a		90248	66"
30°	90269	25.75"	90242	38.5"	n/a	
45°	90244	35.25"	90270	54"	n/a	
90°	90243	63.5"	90250	101.25"	n/a	

Note: Bend lengths shown are minimum required lengths. Bends may be supplied with a belled end or with a coupling cemented in place.

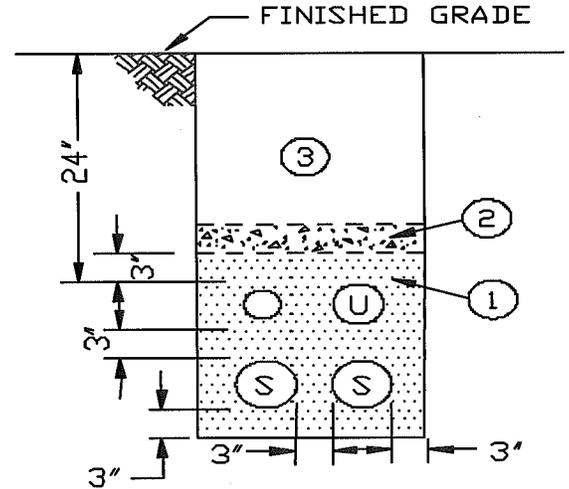
MANUFACTURED DUCT BENDS

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating				Drawn By: K. Keating			
Approved: 06/18/04				SHEET 33 of 38			
Bob Blankenship				UG 1000			
Bob Streich							
Installation of Underground Substructures by Developers				Rev. 5			

Trench Cross Sections



STANDARD TRENCH
 1-S/L2, 1-U/E4, 1-S5,
 AND 4-P5 DUCTS



TYPICAL LOW VOLTAGE TRENCH
 1-S/L2, 1-U/E4,
 AND 2-S5 DUCTS

- ① Sand encased.
- ② 3" Concrete cap
- ③ Backfill.

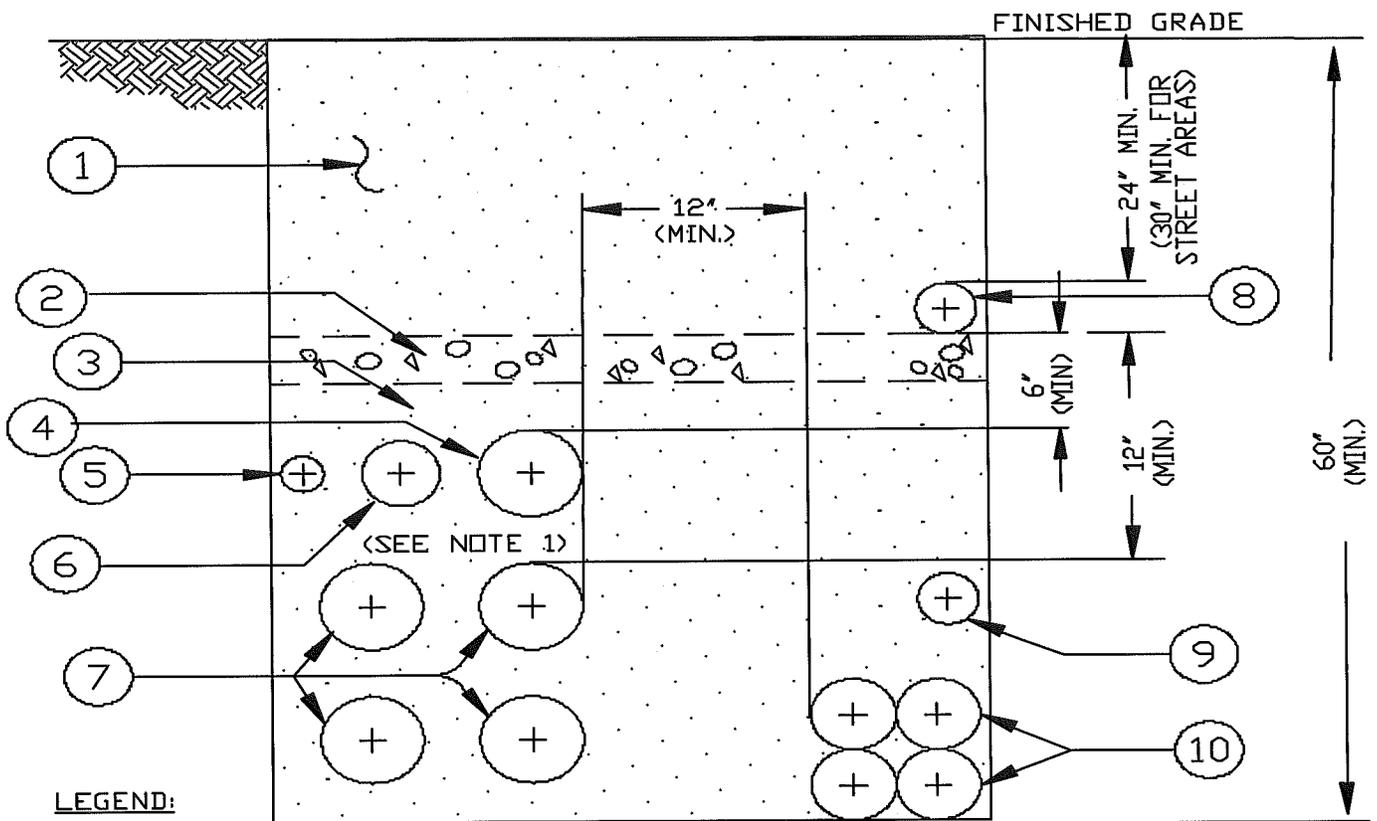
NOTES:

1. Concrete cap required when ducts are installed in an area that can be planted. Use a 3 sack minimum mix for the concrete.
2. All dimensions shown are minimum required. 30" minimum cover over primary ducts is required. Number and sizes of ducts to be shown on detailed SVP project drawings.
3. Ducts shall be separated, tied together, and supported with 3" non-metallic spacers at 5'-0" intervals. No metallic materials may be used to provide cross support or be placed across duct banks.
4. If additional PRIMARY ducts are required, add them to the bottom of the trench using the same configuration as shown in the adjacent details.
5. Backfill in accordance with City of Santa Clara Engineering Department Specifications. Sand backfill around ducts with 90% minimum compaction. See "Materials" section for sand requirements.

TRENCH CROSS-SECTIONS

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating				Drawn By: K. Keating			
Approved: 06/18/04				SHEET 34 of 38			
Bob Blankenship				Installation of Underground Substructures by Developers			
Bob Streich							

Joint Trench Configuration



LEGEND:

- ① Natural Backfill
- ② 3" Concrete Cap (required only for plantable areas and other locations as called for on plans)
- ③ Sand Backfill
- ④ 5" Secondary Conduit
- ⑤ 2" Street Light Conduit
- ⑥ 4" Utility Electric Circuit
- ⑦ 5" Primary Conduits
- ⑧ PG&E Gas
- ⑨ CATV
- ⑩ Telephone Conduits

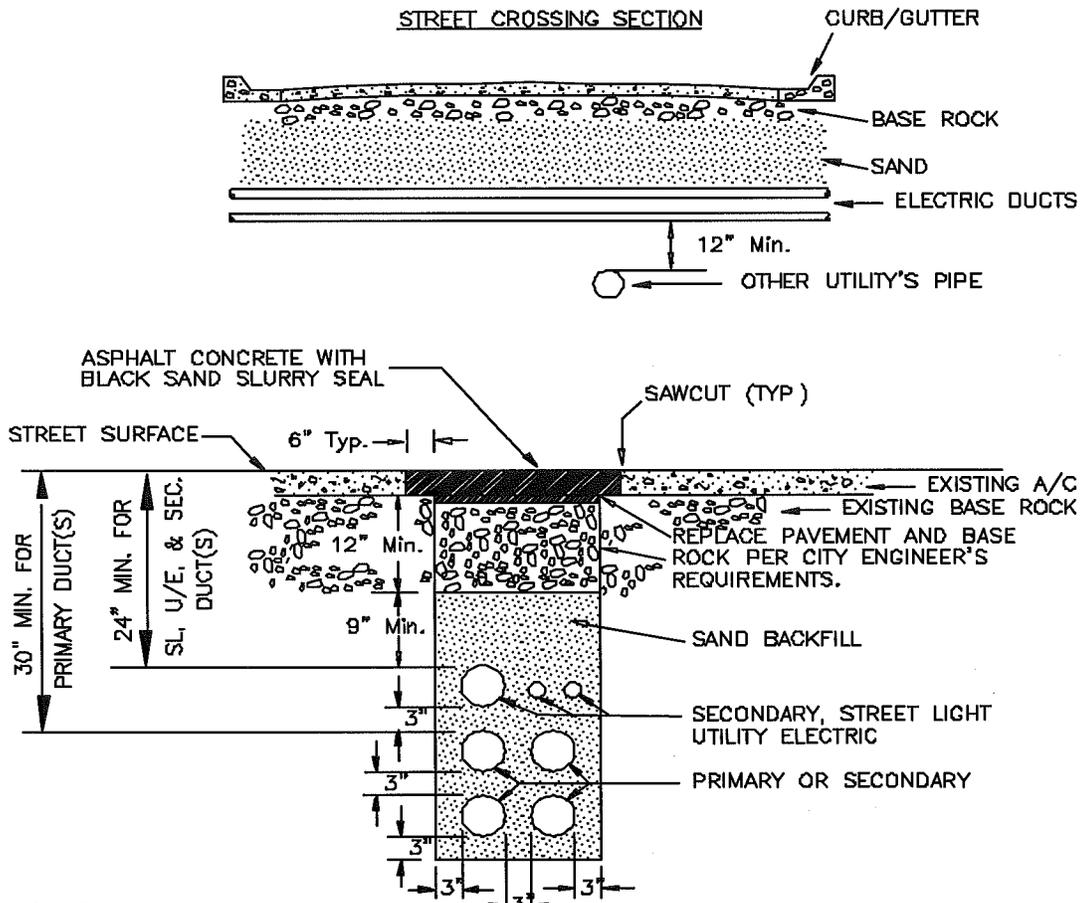
NOTES:

1. Refer to "Trench Cross-Sections" for typical electric trench sections and minimum duct spacing requirements.
2. Minimum depth and separation requirements between gas, CATV, and telephone conduits to be provided by the respective utilities.
3. Depth and backfill requirements for joint trenches in public right of way shall comply with City of Santa Clara Engineering Department Standard Specifications.
4. Joint trench construction requirements apply when all utility substructures are installed at the same time.

JOINT TRENCH CONFIGURATION

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating				Drawn By: K. Keating			
Approved: 06/18/04				SHEET 35 of 38			
Bob Blankenship				UG 1000			
Bob Streich							
Installation of Underground Substructures by Developers				Rev. 5			

Street Crossing Trench Details



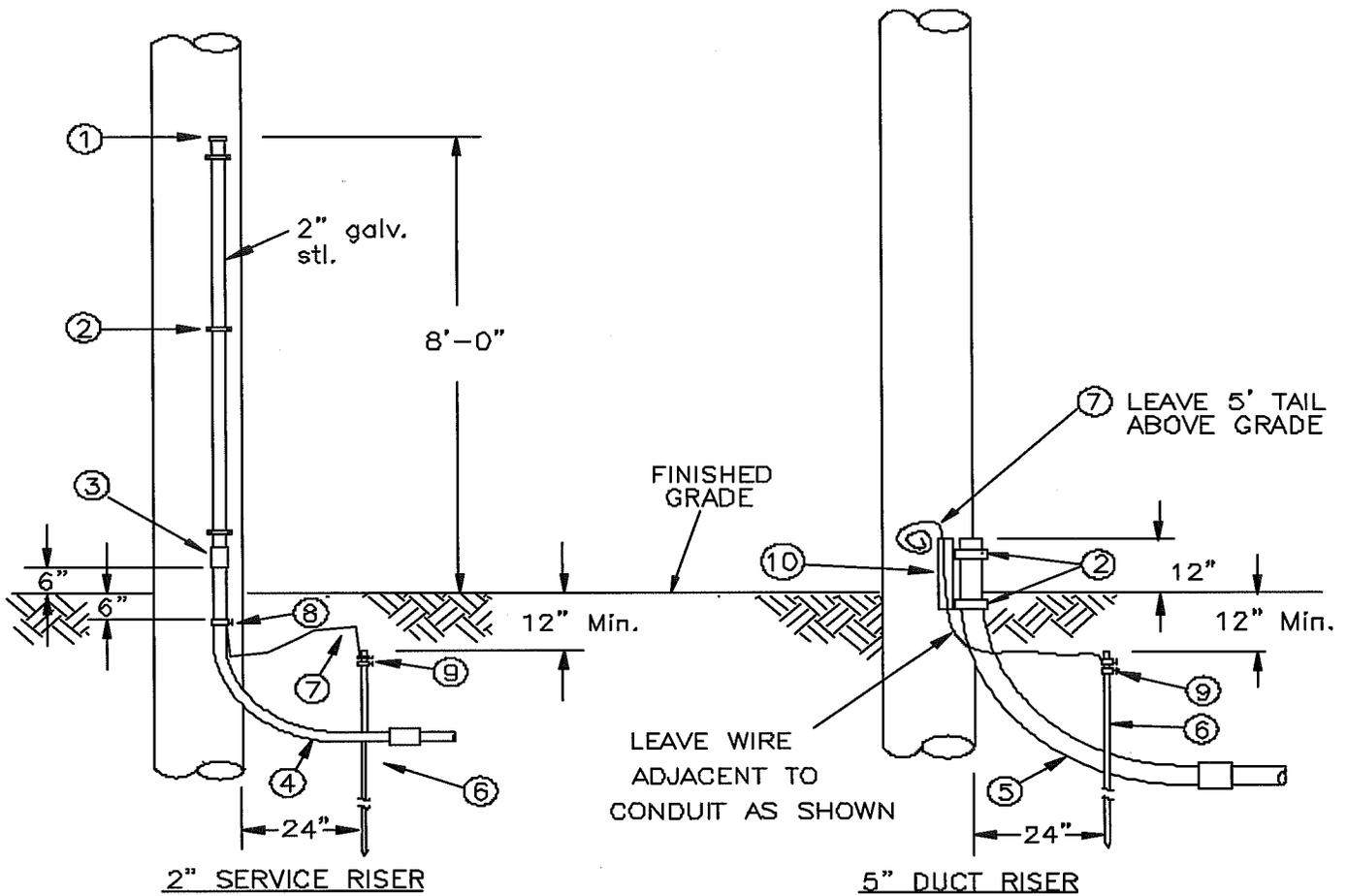
NOTES:

1. Backfill and compaction shall comply with City of Santa Clara Engineering Department Standard Specifications.
2. Comments apply to trenches in existing street areas. City Street Department will make final street repair unless noted otherwise.
3. Thickness of A/C paving and base rock in new construction shall conform to requirements of approved street improvement plans.
4. All dimensions shown are minimum required.
5. The 6" bench section for A/C shall be cut and removed immediately prior to finish paving operations.
6. Ducts may cross over or under crossing utilities as necessary to maintain a minimum 12" separation from other utility pipes.
7. Maintain a minimum 5' separation between ducts installed parallel to other utility ducts, except for joint trench installations. Refer to "Joint Trench Configuration" section for joint trench installation details and requirements.

STREET CROSSING TRENCH DETAILS

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating				Drawn By: K. Keating			
Approved: 06/18/04				SHEET 36 of 38			
Bob Blankenship				UG 1000			
Bob Streich							
Installation of Underground Substructures by Developers				Rev. 5			

Riser Pole Details



NOTES:

- ① 2" Threaded grounding bushing, galvanized steel.
- ② Galvanized steel straps for rigid conduit.
- ③ Threaded galvanized steel coupling.
- ④ 2" x 24" radius, galvanized steel bend.
- ⑤ 5" x 90° x 36" minimum radius, PVC DB120 bend.
- ⑥ 5/8" x 8'-0" copper ground rod.
- ⑦ #2 AWG stranded bare copper ground wire.
- ⑧ Bronze ground pipe clamp; Burndy GAR, Penn-Union type GPL, or equal.
- ⑨ Install two copper ground rod clamps per "Materials" section.
- ⑩ Run ground wire inside 3/4" PVC sleeve 12" above grade.

Private risers are to be installed per City of Santa Clara Building Inspection Division Codes.

RISER POLE DETAILS

Rev.	Date	Description	Appr.	Rev.	Date	Description	Appr.
By: K. Keating				Drawn By: K. Keating			
Approved: 06/18/04				SHEET 37 of 38			
Bob Blankenship				UG 1000			
Bob Streich							
Installation of Underground Substructures by Developers				Rev. 5			

DOCUMENT 00010

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INTRODUCTORY INFORMATION

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00010	Table of Contents
00015	List of Maps, Drawings and Sketches

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Document	Title
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00200	Instructions to Bidders
00210	Indemnity and Release Agreement
00250	Bid Contents, Evaluation, Selection and Award
00301	Unit Price Instructions
00311	Unit Price Bid Spreadsheet
00312	Unit Daily-Hourly Rates
00400	Bid Form
00411	Bond Accompanying Bid
00420	Bidder Registration Form
00421	Declaration of Contractor's License Status
00430	Subcontractors List
00440	Affidavit of Compliance with Ethical Standards
00441	Ethical Standards for Contractors
00450	Statement of Qualifications for Construction Work
00460	Schedule of Major Equipment and Material Suppliers
00481	Non-Collusion Affidavit

CONTRACTING REQUIREMENTS

Document	Title
00510	Notice of Award
00500	Agreement
00521	Call Order
00522	Call Order Deliverables
00550	Notice to Proceed
00610	Construction Performance Bond
00620	Construction Labor and Material Payment Bond
00630	Guaranty
00650	Agreement and Release of Any and All Claims
00654	Workers' Compensation Insurance Statement
00660	Substitution Request Form

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Document	Title
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00680	Escrow Agreement for Security Deposits in Lieu of Retention

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00800	Supplementary Conditions
00805	Supplementary Conditions – Hazardous Materials
00821	Insurance
00822	Apprenticeship Program
00900	Addenda

SPECIFICATIONS

Division 1 - General Requirements

Section	Title
01100	Summary of Work
01200	Measurement and Payment
01250	Modification Procedures
01315	Project Meetings
01330	Submittals
01350	Special Procedures
01410	Regulatory Requirements
01411	Regulatory Requirements – Hazardous Materials
01420	References and Definitions
01450	Testing and Inspection
01500	Temporary Construction
01540	Site Security and Safety
01590	City Mitigation Measures
01600	Product Requirements
01620	Product Options
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01731	Cutting and Patching
01740	Cleaning
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Division 2 – Site Construction

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02070	Site Demolition
02200	Earthwork
02227	Directional Boring
02228	Buried Conduit
02230	Aggregate Base
02476	Traffic Regulation
02500	Paving and Surfacing
02510	Asphalt Paving
02520	Concrete Paving
02529	Concrete Curb, Gutter, and Sidewalk and Driveway
02600	Miscellaneous Metal Work
02900	Substructures
02945	Sodding

Division 3 – Concrete

Section	Title
03100	Cast in Place Concrete Formwork
03200	Concrete Reinforcement
03251	Joints in Concrete Paving
03300	Cast in Place Concrete

Division 4 – Masonry

Section	Title
N/A	

Division 5 – Metals

Section	Title
N/A	

Division 7 – Thermal and Moisture Protection

Section	Title
N/A	

Division 15 – Mechanical

Section	Title
N/A	

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Division 17 –

Section	Title
17100	Unit Pricing List Definition

Division 18 – Substructures

Section	Title
18000	Substructure General Requirements
18045	Underground Fiber Optic Cable Installation
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18048	Labeling Fiber Optic Cable and Pullboxes
18050	Inside Plant Fiber Optic Cabling
18049	Testing and Acceptance
18075	Basic Conduits and Methods
18108	Anchoring and Guying

Appendix

CSC	CSC DPW Standard Details 2013
UG 340	Conduit Spacers
UG 0345	Trench Backfill
UG 1000	Installation of Underground Substructures by Developer

END OF DOCUMENT

Meeting Date: 4/8/14

AGENDA REPORT

Agenda Item # 6A-4

City of Santa Clara, California



Date: April 8, 2014

To: City Manager for Council Action

From: City Attorney

Subject: Adoption of Ordinance No. 1923 Amending Chapter 3.40 (Business Tax) of Title 3 (Revenue and Finance) of "The Code of the City of Santa Clara, California"

EXECUTIVE SUMMARY:

Ordinance No. 1923 amending Chapter 3.40 (Business Tax) of Title 3 (Revenue and Finance) of "The Code of the City of Santa Clara, California" (SCCC) to streamline and provide improved transparency in current processes was passed for the purpose of publication ("passed to print") on March 25, 2014. Pursuant to City Charter Sections 808 and 812, proposed Ordinance No. 1922 was published on April 2, 2014 and copies were posted in at least three public places. This amendment does not increase any existing business license tax fees or impose any new fees. The most significant changes to the Chapter 3.40 include:

- (a) Clarification that the mere payment of the Business License fee does not, by itself, qualify a company or individual to conduct business in the City. All businesses must comply with all other City code requirements;
- (b) A verification process for the City to utilize to ensure applicants are eligible for a business license;
- (c) A new appeal process wherein applicants may appeal denials of a business license to the Director of Finance; and
- (d) A more efficient means for the City to revoke business licenses if renewal fees are not paid in a timely fashion.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

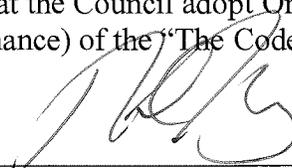
Updating SCCC Chapter 3.40 (Business Tax) to reflect existing practices and provide appeal provisions increases transparency in the licensing process. There are no known disadvantages in adopting these amendments.

ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:

That the Council adopt Ordinance No. 1923 amending Chapter 3.40 (Business Tax) of Title 3 (Revenue and Finance) of the "The Code of the City of Santa Clara, California."


 Richard E. Nosky, Jr.
 City Attorney

Approved:

 Julio J. Fuentes
 City Manager

Documents Related to this Report:

- 1) Ordinance No. 1923

ORDINANCE NO. 1923

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, TO AMEND CHAPTER 3.40 (“BUSINESS TAX”) TO TITLE 3 (“REVENUE AND FINANCE”) OF “THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA” TO STREAMLINE AND PROVIDE IMPROVED TRANSPARENCY IN CURRENT PROCESSES

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara previously enacted Chapter 3.40 of the “The Code of the City of Santa Clara, California” (“SCCC”) requiring all persons doing business in the City to pay a tax;

WHEREAS, some of the existing code sections describing how the tax is collected need updating to provide a more streamlined process, to provide improved transparency for taxpayers, and to provide new provisions for appeals by taxpayers;

WHEREAS, this code update will not increase any tax amount, nor will it change any tax collection methodology or business subject to the tax;

WHEREAS, these proposed amendments do not constitute a “project” subject to the California Environmental Quality Act (“CEQA”), Pub. Res. Code § 21000 et seq.;

WHEREAS, these proposed amendments do not constitute any increase in any existing tax amount and therefore Proposition 26 (Cal. Constitution, Art. XIII C, § 1) does not apply and no voter approval is needed for adoption of these amendments; and,

WHEREAS, the Santa Clara City Council now wishes to amend Chapter 3.40 SCCC to reflect these updates and efforts to increase transparency in the collections process.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That SCCC 3.40.010 (“Purpose”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be repealed, and a new SCCC 3.40.010 be added to read as follows:

“3.40.010 Purpose.

This chapter is enacted to raise revenue for municipal purposes and not for the purpose of regulation. The payment of a business tax required by this chapter, and its acceptance by the City, and the issuance of a business tax certificate to any person shall not entitle the holder thereof to carry on any business unless he or she has complied with all of the requirements of the City Code and all other applicable laws, nor to carry on any business in any building, on any premises, or in any location designated in such business tax certificate in the event that such building, premises or location are situated in a zone or locality in which the conduct of such business is in violation of any law.”

SECTION 2: That SCCC 3.40.040 (“Definitions”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be repealed, and a new SCCC 3.40.040 be added to read as follows:

“3.40.040 Definitions.

The words and terms used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

(a) “Business tax certificate” means the document issued as a result of a completed tax affidavit and taxes paid.

(b) “Business” means all and every kind of profession, vocation, trade or activity, whether or not carried on for profit or gain.

(c) “Business community” means any and all areas of the City not zoned as residential.

(d) "Director" means the Director of Finance or his or her designee.

(e) "Employee" means any or all persons engaged in the operation or activity of any business, whether as owner, a corporate officer, a partner, agent, manager, solicitor or any and all persons employed or working in such business either full time, part-time, permanent or temporary.

(f) "Fiscal year" means an accounting period of twelve (12) months commencing upon the payment of a business tax and every twelve (12)-month period thereafter.

(g) "Handbill distributor" means one who distributes any commercial advertising, booklet, card, circular, dodger, newspaper, pamphlet, sample specimen, sheet or other printed or written notices, advertising any art, article, business, commodity, entertainment, meeting, merchandise, person, service, skill or thing offered, sold, or rendered for hire, reward, price, trade or profit.

(h) "Itinerant merchant" means any person, or employee, who engages in a business in the city by selling or offering for sale articles, goods, merchandise or wares of value, for period of not more than one hundred ninety (190) consecutive days and who, for the purpose of carrying on such business, hires, leases or occupies any room, building or structure on any real property on or adjoining any street or public place in the city. Such person shall not be relieved from the provisions of this section by reason of associating temporarily with any local dealer, trader, merchant or auctioneer or, by reason of conducting such business in connection with or as a part of any local business or in the name of any local dealer, trader, merchant or auctioneer.

(i) "Number of employees" means the number of persons employed in the business as anticipated, or the number of employees including owner(s) at time of renewal.

(j) "Parade vendor" means any person, or employee, who engages in the business of selling or offering for sale and immediate delivery any goods, merchandise, thing or wares in the

possession of the vendor, at or along the route of any parade or procession operating pursuant to a permit from the City Council.

(k) "Person" means all domestic and foreign corporations, limited liability company, firms, associations, syndicates, joint stock corporations, partnerships of every kind, clubs or common law trusts, societies and individuals engaged in any business in the city other than as an employee.

(l) "Public market" means any business location where:

(1) A public market operator rents space to public market vendors and such space is not open to members of the general public more than three days in any seven-day period starting on Sunday except in the month of December, when no time restrictions shall apply; and

(2) Any new, used, or antique goods, clothing or other personal property or food items are offered or displayed for sale or exchange, and either:

(A) A fee is charged to the public market vendors for the privilege of offering or displaying such goods for sale or exchange to members of the general public admitted to the event or location, and/or

(B) A fee is charged to prospective buyers or where a membership or other card is required for admission to the event or location where such goods are offered or displayed for sale or exchange by public market vendors to members of the general public admitted to the event or location.

(m) "Public market operator" means any individual, partnership, corporation, business association, or other person or entity that sponsors, controls, manages, operates, or otherwise conducts a public market.

(n) "Public market vendor" means any individual, partnership, corporation, business association, or other person or entity that sells, exchanges, displays, or offers for sale or exchange

any new, used, or antique goods, clothing, personal property or food items, or services at a public market.”

SECTION 3: That SCCC 3.40.060 (“Business tax certificate required”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be repealed, and a new SCCC 3.40.060 be added to read as follows:

“3.40.060 Business tax certificate required.

It shall be unlawful for any person to transact or carry on any business in the City without first having paid the business tax to the City and having obtained a valid business tax certificate or renewal, in compliance with all applicable provisions of the City Code.”

SECTION 4: That a new SCCC 3.40.061 (“Business tax certificate application”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be added to read as follows:

“3.40.061 Business tax certificate application.

(a) Any person applying for a tax certificate shall make application upon a form provided by the Director, which form shall provide such information as may be required to show compliance with all City, State and Federal laws, and as may be necessary to determine ownership, the nature of the business, occupancy requirements, location, and the classification and amount of tax due.

(b) All applicants shall pay a tax computed on the number of employees or the fixed amount as provided in this chapter upon submitting the application.

(c) When necessary, the Director or designee shall refer an application or a notice of changed or new addresses to the appropriate City officers or staff for determination as to whether the proposed business activity and the premises in which it is to be conducted comply with applicable laws and ordinances. In the event it is determined that the proposed activity may not be maintained in

compliance with the law, the Director or designee shall so inform the applicant and no new or renewed tax certificate may issue.

(d) Failure of the City to approve, deny, or act upon the application within one hundred eighty (180) days shall be deemed a denial of the application.”

SECTION 5: That a new SCCC 3.40.062 (“Appeal process”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be added to read as follows:

“3.40.062 Appeal Process.

An appeal from denial of issuance of a business tax certificate may be made as follows:

(a) Appeal from denial of a business tax certificate may be made in writing by the applicant to the Director within seven (7) calendar days after issuance of such denial, or within seven (7) calendar days from the expiration of the one hundred eighty (180) day period referenced in Section 3.40.061.

(b) Said appeal shall be heard by the Director within thirty (30) calendar days from the filing of said notice.

(c) The Director shall render his/her decision in writing within thirty (30) calendar days after the conclusion of said hearing and the Finance Director may reverse, set aside, affirm, amend or modify the subject of appeal. The decision of the Director shall be final and conclusive and shall not be subject to further City appeal procedure.”

SECTION 6: That SCCC 3.40.110(c) (“Penalty for delinquent or nonpayment”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be amended to read as follows:

“(c) Whenever a check is submitted in payment of a business tax and said check is subsequently returned unpaid by the bank upon which said check is drawn for any reason, the taxpayer shall be liable to pay a non-sufficient funds charge, the correct tax amount due, and a penalty.”

SECTION 7: That a new SCCC 3.40.110(d) (“Penalty for delinquent or nonpayment”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be added to read as follows:

“(d) If any person fails to pay the annual renewal tax within ninety (90) days after the tax becomes due, his or her business tax certificate is considered revoked. The City is not required to send a notice of revocation for the revocation to be valid. Following revocation, the person must reapply for a new business tax certificate, pursuant to SCCC 3.40.061, and pay all associated penalties. Failure to reapply for a new business tax certificate shall constitute a violation, pursuant to SCCC 3.40.270.”

SECTION 8: That SCCC 3.40.130 (“Business tax certificate application”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be repealed, and a new SCCC 3.40.130 be added to read as follows:

“3.40.130 Reserved.”

SECTION 9: That SCCC 3.40.160 (“Issuance of business tax certificate”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be repealed, and a new SCCC 3.40.160 be added to read as follows:

“3.40.160 Issuance of business tax certificate.

All certificates issued under the provisions of this chapter shall be issued by the Director of Finance or authorized employees and shall state the name of the business, the location of the business, the mailing address, the type of business being conducted at the listed location, the amount of the tax paid, the expiration date of the certificate and additional information that may be required. A business tax certificate will be issued upon the determination by the Director and any other necessary City departments that the business tax has been paid and that the business tax certificate affidavit information is accurate, that the business applicant is operating legally pursuant to all

applicable Federal, State and local laws, and there are no business operations that endanger the public.”

SECTION 10: That SCCC 3.40.320(d) (“Application of fees schedule in SCCC 3.40.310 to certain business within City”) of Chapter 3.40 (“Business Tax”) of Title 3 (“Revenue and Finance”) be amended to read as follows:

“(d) Any person engaged in any other business and businesses herein not defined, including but not limited to those identified as home occupations by Chapter 18.100 SCCC, shall pay a tax according to Schedule No. 100.”

SECTION 11: That SCCC 3.40.400(c) (“Automatic amusement games, devices or coin-operated machines”) be amended to omit the phrase “non-coin-operated” regarding billiard and pool tables.

SECTION 12: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 13: Constitutionality, severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 14: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this 25th day of March, 2014, by the following vote:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O’Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: 

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

PROOF OF PUBLICATION

Santa Clara Weekly

P.O. Box 580, Santa Clara, California 95052

IN THE
City of Santa Clara,
State of California,
County of Santa Clara

CITY OF SANTA CLARA NOTICE OF PROPOSED ORDINANCE
ORDINANCE NO. 1923

State of California,
County of Santa Clara } SS.

The undersigned, being first duly sworn, deposes and says: That at all times hereinafter mentioned affiant was and still is a citizen of the United States, over the age of eighteen years, and not a party to nor interested in the above entitled proceeding; and was at and during all said times and still is publisher of the Santa Clara Weekly, a newspaper of general circulation printed and published weekly in the County of Santa Clara, State of California, and said Santa Clara Weekly is and was at all times hereinmentioned a newspaper of general circulation as that term is defined by sections 6000 and following, of the government code of the State of California, and, as provided by said sections, is published for the dissemination of local or telegraphic news and intelligence of a general character, having a bonafide subscription list of paying subscribers, and is not devoted to the interest or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published in the said County of Santa Clara and State of California at regular intervals for more than one year proceeding the first publication of the notice herein mentioned; that said notice was set in type not smaller than non-parell, describing and expressing in general terms the purport and character of the notice intended to be given; that the clipping of which the annexed is a true printed copy, was published and printed in said newspaper on the following dates to wit:

Pub: 4/2/2014

Dated at Santa Clara, California

This 2ND day of APRIL, 2014

I declared under penalty of perjury that the foregoing is true and correct.

Signed:

[Handwritten signature]

(Assoc.) Publisher of the Santa Clara Weekly

The Santa Clara Weekly was adjudicated a newspaper of general circulation in and for the County of Santa Clara on September 3, 1974 (Case No. 314617). The Santa Clara Weekly was adjudicated a newspaper of general circulation within the City of Santa Clara on April 2, 1976 (Case No. 347776).

NOTICE OF PROPOSED ORDINANCE NO. 1923
AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, TO AMEND CHAPTER 3.40 ("BUSINESS TAX") TO TITLE 3 ("REVENUE AND FINANCE") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO STREAMLINE AND PROVIDE IMPROVED TRANSPARENCY IN CURRENT PROCESSES
The proposed ordinance amends SCCC 3.40.010, 3.40.040, 3.40.060, 3.40.100, 3.40.130 and 3.40.160, and is intended to clarify existing practices and provide Business License and taxpaying avenues of appeal. Specifically, this amendment provides transparency in describing which City departments are involved in the licensing process; ensures that licensees are in compliance with other areas of the City Code, such as zoning; provides a new appeal process in the event that a licensee desires review; and, requires licensee to affirmatively seek renewals within specific time periods to avoid revocation. The ordinance does not raise any tax rate or increase any business license tax fees.
DATE OF ORDINANCE INTRODUCTION: March 25, 2014
DATE OF PUBLIC HEARING: April 8, 2014
LOCATION OF PUBLIC HEARING: City Council Chambers, 1500 Warburton Avenue, Santa Clara
POSTING LOCATIONS: City of Santa Clara locations where the full text of the proposed ordinance is available for review: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA; Central Park Library, Central Park Library 2635 Homestead Road Santa Clara, CA; Mission Branch Library, 1098 Lexington Street, Santa Clara, CA
Pub: 4/2/2014

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-5



Date: March 24, 2014

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Approval of Plans and Specifications:
Street Corporation Yard Bunker Wash Area Sewer Connection Project (CE 13-14-07)

EXECUTIVE SUMMARY:

The City's Street Corporation Yard Bunker Wash Area is connected to the storm drain, and the water resulting from vehicle washing drains to the storm drain system. In order to be in compliance with State and Regional environmental ordinances, the wastewater from the wash area is required to be connected to the sanitary sewer. Scope of work for the Project includes construction of approximately 380 feet of sewer line in the Street Corporation Yard and connecting to the existing sewer main in Walsh Ave. The Project also includes abandonment of existing pipe, and other necessary work to make this Project complete.

Plans and Specifications for the above referenced Project have been prepared and reviewed by City Staff, and approved by the City Attorney's Office. They have been placed in the Council Offices for review prior to the Council meeting.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the plans and specifications, and authorization to advertise for bids, will allow the bid process to begin and maintain the Project's current schedule for completion by Fall 2014.

ECONOMIC/FISCAL IMPACT:

Appropriations are available in the Street Corporation Yard Renovation (538-4443-8030-6054-0000). There is no additional cost to the City other than staff time.

City Manager for Council Action

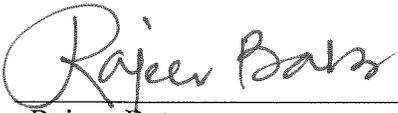
Approve the Plans and Specifications for the Street Corporation Yard Bunker Wash Area Sewer Project (CE 13-14-07)

Page 2 of 2

RECOMMENDATION:

That the Council:

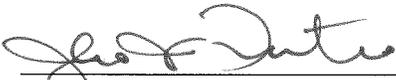
1. Approve the Plans and Specifications for Street Corporation Yard Bunker Wash Area Sewer Connection Project (CE 13-14-07);
2. Authorize the City Manager to make minor modifications, if necessary; and
3. Authorize the advertisement for bids.



Rajeev Batra

Director of Public Works / City Engineer

APPROVED:



Julio J. Fuentes

City Manager

Documents Related to this Report:

- 1) *Plans and Specifications*

PROJECT SPECIFIC BOOK

PARTS OF DIVISIONS 0 AND 1
PLUS
DIVISION 3

CITY OF SANTA CLARA

DEPARTMENT OF PUBLIC WORKS



PROJECT MANUAL

FOR

CONSTRUCTION OF

**STREET CORPORATION YARD BUNKER WASH AREA
SEWER CONNECTION**

IN

CITY OF SANTA CLARA, CALIFORNIA

CITY PROJECT NO. CE 13-14-07

TRACING NO. 12,009-D

BID OPENING DATE: XXXX

DOCUMENT 00001

TITLE PAGE

CITY OF SANTA CLARA, CALIFORNIA

**1500 WARBURTON AVENUE
SANTA CLARA, CALIFORNIA 95050**

PROJECT MANUAL

FOR

CONSTRUCTION OF

**STREET CORPORATION YARD BUNKER WASH AREA SEWER
CONNECTION**

IN

CITY OF SANTA CLARA, CALIFORNIA

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Note: For the purpose of assisting users of the Technical Provisions in making cross-references to the Caltrans Standard Specifications when necessary, the City has maintained a degree of consistency and continuity in the numbering system of the Technical Provisions. The numbering sequence for the Technical Provisions is intended to include the corresponding Caltrans Standard Specifications Section numbers as the last two digits in each respective Section number of the Technical Provisions.

<u>DIVISION</u>	<u>SECTION</u>	<u>TITLE</u>
2		TECHNICAL PROVISIONS
	02005	Trench and Excavation Safety
	02007	Storm Water Pollution Prevention
	02010	Site Conditions and Dust Control
	02016	Clearing and Grubbing
	02019	Earthwork
	02020	Landscaping and Irrigation
	02024	Lime Stabilization (NOT USED)
	02026	Aggregate Base
	02027	Cement Stabilization (NOT USED)
	02037	Bituminous Seals
	02039	Asphaltic Concrete Pavement, Resurfacing, and Berms
	02040	Portland Cement Concrete Pavement
	02062	Furnishing and Installing Pipe
	02070	Storm and Sanitary Sewer Manholes, Drainage Structures, and Miscellaneous Structures
	02071	Water Mains and Services
	02073	Portland Cement Concrete Curb, Gutter, Sidewalk, Walkway, Curb Ramp, and Driveway
	02083	Redwood Headers and Barricades (NOT USED)
	02084	Traffic Stripes, Pavement Marking, and Pavement Markers
	02086	Signals, Lighting, and Electrical Systems (NOT USED)

<u>DIVISION</u>	<u>SECTION</u>	<u>TITLE</u>
3		SPECIAL PROVISIONS

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DOCUMENT 00020

PROJECT TEAM

CITY

CITY OF SANTA CLARA

Rajeev Batra, Director of Public Works/City Engineer

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3001
Fax: 1+(408) 985-7936
Email: RBatra@santaclaraca.gov

Falguni Amin, Acting Principal Engineer – Design Division

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3012
Fax: 1+(408) 985-7936
Email: FAmin@santaclaraca.gov

Dennis Ng, City Traffic Engineer

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3021
Fax: 1+(408) 985-7936
Email: DNg@santaclaraca.gov

Jim Parissenti, Principal Engineer – Field Services Division

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3061
Fax: 1+(408) 983-0931
Email: JParissenti@santaclaraca.gov

Jing Deng, Senior Civil Engineer – Design Division

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3012
Fax: 1+(408) 985-7936
Email: JDeng@santaclaraca.gov

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DOCUMENT 00030

SEALS

CITY OF SANTA CLARA

STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION
PROJECT

CE 13-14-07

TRACING NO. 12,009-D

CIVIL ENGINEER

Signature: _____

Date: _____

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DOCUMENT 00040

LIST OF DRAWINGS

DRAWINGS

CSC TRACING NO. 12,009-D

Sheet Description	Sheet Number(s)
Cover Sheet	1
Sewer Line Plan and Profile	2

END OF DOCUMENT

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DOCUMENT 00100**NOTICE INVITING BIDS**

1. **NOTICE.** The City of Santa Clara, California, a chartered California municipal corporation, ("City") hereby gives notice that it will accept bids for construction of the following public work:

**STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION PROJECT
INVITATION NO. CE 13-14-07**

2. **BID SUBMISSION.** City will receive sealed Bids in the Office of the City Clerk, 1500 Warburton Avenue, Santa Clara, California 95050, until **3:00 p.m.**, as determined by the atomic clock above the help window of the City Clerk's Office and the City Clerk, on XXXX. Bids will be opened shortly thereafter on that same day. The opening will be in accordance with procedures set forth in Document 00250, Bid Contents, Evaluation, Selection, and Award.
3. **CONTACT INFORMATION.** Bidders may obtain further information from:

Project Engineer: Jing Deng
Email: JDeng@santaclaraca.gov
Telephone: 1+(408) 615-3012
Fax: 1+(408) 985-7936
Mailing address: City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
4. **STATEMENT OF QUALIFICATIONS.** Each Bidder shall be required to submit a Statement of Qualifications in accordance with Document 00200, Instructions to Bidders, and Document 00450, Statement of Qualifications for Construction Work.
5. **DESCRIPTION OF WORK.** The Work shall consist of abandoning 30' of existing 12-inch storm drain, constructing approximately 60+/- feet of 12-inch sanitary sewer, 285+/- feet of 6-inch sanitary sewer at City of Santa Clara Street Corp Yard and connect to 30" sewer main on Walsh St, including manholes and appurtenances required to make the work complete. Scope of work also includes traffic control, potholing of utilities, and other incidentals necessary for complete and usable facility.
6. **CONTRACT TIME.** The Work shall reach Substantial Completion within Twenty (20) Working Days from the date when the Contract Time commences to run. The Work shall reach Final Completion within thirty (30) Working Days from the date when the Contract Time commences to run. See Document 00050, References and Definitions, for definitions of Substantial Completion and Final Completion.
7. **REQUIRED CONTRACTOR'S LICENSE(S).** A California "A" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.
8. **PREVAILING WAGE LAWS.** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents.
9. **INSTRUCTIONS.** Bidders shall refer to Document 00200, Instructions to Bidders, for required documents and items to be submitted in sealed envelopes for deposit into the Bid box, located at the City Clerk's office, and applicable times for submission.

10. **SUBSTITUTIONS OF SECURITIES.** City will permit the successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention, in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention, is incorporated in full in this Document 00100, Notice Inviting Bids.
11. **PRE-BID CONFERENCE AND SITE VISIT.** City will not conduct a Pre-Bid Conference for this Project. Bidders are strongly encouraged to visit the sites prior to preparing their bids.
12. **BIDDING DOCUMENTS.** Bidders may examine Bidding Documents at the office of:

Prints Charles Reprographics, 1643 S. Main Street, Milpitas, CA 95035 and at www.printscharlesrepro.com (PLAN VAULT);
City of Santa Clara, Engineering Department, 1500 Warburton Avenue, Santa Clara, CA 95050;
Asian Inc., 1167 Mission Street, 4th Floor, San Francisco, CA 94103;
Builders Exchange of Alameda County, 3055 Alvarado Street, San Leandro, CA 94577;
Builders Exchange of Santa Clara County, 400 Reed Street, Santa Clara, CA 95050;
Central Coast Builders Association, 20 Quail Run Circle, Ste A, Salinas, CA 93907;
Contra Costa Builders Exchange, 2440 Stanwell Drive, Concord, CA 94520;
iSqFt, 4500 Lake Forest Drive, Cincinnati, OH 45242;
McGraw-Hill Construction Dodge, 4300 Beltway Place, Suite 180, Arlington, TX 76018 and at www.construction.com/projectcenter/;
Peninsula Builders Exchange, 735 Industrial Way, San Carlos, CA 94070;
Placer County Contractors Association, 10656 Industrial Ave., Ste 160, Roseville, CA 95678;
Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092;
Sacramento Builders Exchange, 1331 "T" Street, Sacramento, CA 95814;
Sacramento Builders Exchange, 151 N. Sunrise Avenue #511, Roseville, CA 95661;
San Francisco Builders Exchange, 850 South Van Ness Avenue, San Francisco, CA 94110;
Stockton Builders Exchange, 7500 Northwest Lane, Stockton, CA 95210.

13. **PROCUREMENT OF BIDDING DOCUMENTS.**

Bidding Documents may be viewed at no cost or purchased for a **NON-REFUNDABLE FEE** of **xxx Dollars (\$xx.00)** via the internet at www.printscharlesrepro.com (PLAN VAULT). Bidding Documents may also be purchased by calling Prints Charles Reprographics at 1+(408) 240-3330. Please make checks payable to Prints Charles Reprographics not the City of Santa Clara. Bidders requesting that Bidding Documents be **mailed/shipped** to them will be charged the full costs of shipping. Bidding Documents and Plan Holder lists may also be viewed at the web site noted above.

Addenda, if any, will be provided free of charge to all registered plan holders, and to all Builders Exchanges listed above.

The successful bidder will be provided with up to five (5) complete sets of Plans and Specifications, for construction use, after the award of Contract. The successful bidder will be responsible for all costs for additional sets for its firm and its subcontractors, beyond those provided by the City.

- 14. **BID PREPARATION COST.** Bidders are solely responsible for the cost of preparing their Bids.
- 15. **RESERVATION OF RIGHTS.** City specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.

City of Santa Clara, Santa Clara, California.

By: _____ Date _____, 201__
ROD DIRIDON, JR.
City Clerk

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DOCUMENT 00200**INSTRUCTIONS TO BIDDERS**

Bids are requested for a general construction contract, or work described in general, as follows:

**STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION
PROJECT
INVITATION NO. CE 13-14-07**

1. **RECEIPT OF BIDS.** The City will only receive sealed Bids from Bidders at the Office of the City Clerk, 1500 Warburton Avenue, Santa Clara, CA 95050, on XXXX. City will receive Bids in two parts, "Envelope A" and "Envelope B", each containing the items described in Document 00250, Bid Contents, Evaluation, Selection, and Award. Envelope A and Envelope B shall be due by 3:00 p.m., as determined by the atomic clock above the help window of the City Clerk's Office and the City Clerk. City will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with Document 00250, Bid Contents, Evaluation, Selection, and Award. Only Envelope A will be publicly opened, and the Bid amount read aloud immediately following the closing date and time.

2. **CONTACT INFORMATION.**

Project Engineer: Jing Deng

Email: JDeng@santaclaraca.gov

Telephone: 1+(408) 615-3012

Fax: 1+(408) 985-7936

Mailing address: City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

3. **BID SUBMISSION.** Each Bidder shall submit its Bid in two separate opaque sealed 10" x 13" envelopes containing forms listed in Document 00250, Bid Contents, Evaluation, Selection, and Award, and in the manner described in Document 00250. Each Bidder should mark its Bid envelopes as BID FOR THE CITY, CONTRACT NUMBER CE 13-14-07, STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION PROJECT, Envelope "A" or "Envelope B," as appropriate. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City made as part of Bid evaluation process after submission of Bid. Bidder's failure to submit all required documents strictly as required entitles City to reject the Bid as non-responsive.

4. **REQUIRED BID.** All Bidders must submit Bids on Document 00400, Bid. City may reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. City reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. City reserves the right to reject any Bid not clearly written.

- 5. **REQUIRED BID SECURITY.** Bidders must submit with their Bids either cash, a cashier's check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of amount of Bid, payable to City. All Bidders choosing to submit a surety bond must submit it on Document 00411, Bidder's Bond. City will reject as non-responsive any Bid submitted without the necessary Bid security.

The City may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of ninety (90) days after award or full execution of the Contract, whichever first occurs. The City may award the Contract to the next Apparent Low Bidder if the Apparent Low Bidder is determined non-responsive or non-responsible, or fails to execute the Contract and provide the required bonds, guarantees, insurance policy verifications and endorsements and other documents within the required time periods. Upon full execution of the Contract, the City will return to the respective unsuccessful Bidders all Bid securities and Bid bonds.

- 6. **REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information on all Subcontractors in Document 00430, Subcontractors List, for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

- 7. **REQUIRED STATEMENT OF QUALIFICATIONS.** In order for a Bidder to be eligible to Bid on this Contract, it must submit a Statement of Qualifications responsive to the requirements identified in Document 00450, Statement of Qualification for Construction Work ("SOQ"), including without limitation qualification information for Subcontractors and schedulers, if any.

Each Bidder shall submit its SOQ as part of Envelope B as provided in Paragraph 1 above and paragraph 6 of Document 00250, Bid Contents, Evaluation, Selection, and Award, containing all information required by Document 00450, Statement of Qualifications for Construction Work, including without limitation qualification information for subcontractors and schedulers.

Except as otherwise provided in Document 00250, Bid Contents, Evaluation, Selection, and Award, City will make final determinations regarding Bidder responsibility based solely upon the SOQ submitted as part of Envelope "B" on Bid day. Information in the SOQ shall be current.

- 8. **PRE-BID CONFERENCE AND SITE VISIT.** City will not conduct a Pre-Bid Conference for this Project. Bidders are strongly encouraged to visit the sites prior to preparing their bids.

Any Bidder wishing to investigate subsurface conditions at the Site must schedule such a visit with the City in accordance with this Document 00200, Instructions to Bidders, and Document 00700, General Conditions.

City reserves the right to schedule and organize the Site Visit to minimize disruption to existing facilities and congestion. Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, tests, or studies at this Site, shall schedule such examinations with the City by giving the City at least seven (7) days written notice.

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Additionally, any such Bidder must deliver an executed Document 00210, Indemnity and Release Agreement, and provide an insurance certificate as described therein by noon of the Day prior to the its examination. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00210, Indemnity and Release Agreement, or an insurance certificate.

Bidders are encouraged to submit written questions in connection with the Site Visit. City will transmit to all parties recorded as having received Bidding Documents such Addenda as City in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. Other Pre-Bid Site Visits may be scheduled at City's sole discretion, depending on staff availability.

9. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520, Agreement. Submission of Bid shall constitute Bidder's express representation to the City that Bidder has fully completed these tasks.

10. **EXISTING DRAWINGS AND GEOTECHNICAL DATA.** Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) by giving City reasonable advance notice, as well as applicable environmental assessment information regarding the Project. Document 00320, Geotechnical Data and Existing Conditions, applies to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground. City will make copies available for a fee. A Bidder must give two (2) days advanced notice if copies are desired.

11. **ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to City (Attention: Project Engineer) in writing. Interpretations or clarifications considered necessary by City in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by City as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address or fax number supplied to City by Bidder. City may not answer questions received less than ten (10) Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.

B. No Addenda will be issued within forty-eight (48) hours of the opening of Bids, unless the addenda includes postponing the scheduled Bid opening date.

C. Addenda shall be acknowledged by number with signature in Document 00400, Bid, and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City.

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12. **SUBSTITUTIONS.** Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.
- A. Except as provided in paragraph 12.C below, City will consider substitution requests only from Bidders for "or equal" items. Bidders wanting to use "or equal" item(s) may submit Document 00660, Substitution Request, no later than fourteen (14) Days prior to the due date for City receiving Bids. After said date, the City will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660, Substitution Request, and set forth in Section 01600, Product Requirements. Insufficient information will be grounds for rejection the of "or equal" substitution request. City shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an "or equal" item. City's decision shall be conclusive on all Bidders.
 - B. Approved "or equal" substitutions shall be listed in Addenda and become part of the Contract Documents.
 - C. Substitutions may be requested after Award of Contract only in accordance with requirements specified in Section 01600, Product Requirements.
 - D. (NOT USED)
13. **WAGE RATES – Prevailing Wages Requirements.** The Contractor shall pay prevailing wages to any worker(s) employed by the Contractor or any of its subcontractors under this Contract. The term "worker" is defined under California Labor Code Sections 1723 and 1772. A prevailing wage is the basic hourly rate the majority of workers in a particular craft or classification earn. The prevailing wage also is based on the locality and nearest labor market. The California Department of Industrial Relations annually determines prevailing wage for various crafts, job classifications and job types. The general prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform the Work required under this Contract, as determined by the State of California Department of Industrial Relations (the "DIR"), are available from the Division of Labor Standards, 455 Golden Gate Avenue, San Francisco, CA 94102 (P.O. Box 420603, San Francisco, CA 94142-0603) or on the DIR website at www.dir.ca.gov/dlsr. Also, Contractor shall post the applicable prevailing wage rates at the Site and ensure they are on file in the City Clerk's Office.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
15. **BID OPENING.** City will open all Bidders' Envelopes "A," on the date and time specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open Envelopes "B" publicly. Except for the Apparent Low Bidder's Envelope "B" (or as otherwise provided in this Document 00200), all other Envelopes "B" will remain unopened.

16. **DETERMINATION OF APPARENT LOW BIDDER (Envelope "A").** Apparent Low Bid will be based solely on the total amount of all Bid items (including any Alternates and any items subject to revocation). The bids will be opened and the apparent low bidder announced following the opening of all Bids.
17. **EVALUATION OF BIDDER RESPONSIBILITY (Envelope "B").**
- A. City will open Apparent Low Bidder's Envelope "B" and check its contents for compliance with this paragraph 17. City will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.
- B. If any Apparent Low Bidder is determined to be non-responsive or non-responsible, City may open the next Apparent Low Bidder's Envelope "B" pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder. City shall use reasonable efforts to make the responsive responsible Apparent Low Bidder's Envelope "B" public on the fifth (5th) Day following opening of the Bidders' Envelope "A"s, subject to paragraph 25 below.
- C. Document 00450, Statement of Qualifications for Construction Work, sets forth certain minimum criteria for a Bidder to be found responsible. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
- 1) Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
 - 2) Ability to secure, in accordance with the Contract Documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
 - 3) Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
 - 4) Projects Public Experience. Evidence that Bidder and its team, including without limitation its Subcontractors (hereafter, including Bidder if Bidder performs such Work itself, "designated Subcontractor(s)"), have the human and physical resources of sufficient quantity and quality to perform the Work under Contract Documents in a timely and Specification-compliant manner, to include:
 - a) Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
 - b) Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder or any designated Subcontractor(s).
 - c) Sufficiency of proposed quality assurance plan to meet the requirements of the Contract Documents.
 - d) Bidder's safety record.
 - e) Minimum experience requirements of the prime contractor including the completion of projects specified in Document 00450, Statement of Qualifications for Construction Work.

- f) A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
 - g) Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract Documents. Minimum experience requirements of Key Personnel including the completion of projects of similar nature and complexity and having of experience on projects of similar nature and complexity.
 - h) Bidder shall expressly indicate which, if any, of the foregoing designated Subcontractor(s)' functions it will perform itself.
- 5) The following are minimum requirements for the designated Subcontractor(s) to be found responsible to perform the Work. (Unless the designated Subcontractor(s) is found responsible, Bidder will be found non-responsible.)
- a) Evidence that Bidder's named Subcontractor has the human and physical resources of sufficient quantity and quality to perform those aspects of the Contract in a timely and Specification-compliant manner, to include:
 - b) Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
 - c) A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
 - d) Installation of projects similar in nature and complexity to this Project as specified in Document 00450, Statement of Qualifications for Construction Work.
 - e) The installation supervisor shall have worked in a similar capacity on projects similar in nature and complexity to this Project per Document 00450, Statement of Qualifications for Construction Work.
18. **BID EVALUATION.** Bids shall remain open for sixty (60) Days following the opening of Bids. Bids may remain open for a longer period of time, if mutually agreed by the City and the apparent low Bidder. City may reject any or all Bids and waive any informalities or minor irregularities in the Bids. City also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items.
- A. In evaluating Bids, City will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in Document 00400, Bid, or prior to the Notice of Award.
 - B. City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. City shall have the right to consider information provided by sources other than Bidder. City shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
 - D. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the City to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
 - E. City may determine whether a Bidder is qualified in its sole discretionary judgment.
19. **AWARD.** If the Contract is to be awarded, it will be awarded to the lowest responsible and responsive Bidder. Following completion of all required City procedures and receipt of all City approvals, City will issue Document 00510, Notice of Award to successful Bidder.
20. **BID PROTEST.** Any Bid protest must be submitted in writing to the City Clerk's Office (Attention: Project Engineer), before 3:30 p.m. on the first (1st) Working Day after the fourth (4th) Day following the opening of Bids.
- A. The initial protest document must contain a complete statement of the basis for the protest.
 - B. The protest must refer to the specific portion of the document that forms the basis for the protest.
 - C. The protest must include the name, address, and telephone number of the person representing the protesting party.
 - D. Only Bidders who the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City may open and evaluate information contained in any protesting Bidder's Envelope "B", and conduct the same investigation and evaluation as City is entitled to take regarding an Apparent Low Bidder. Any such opened Envelope "B" shall also be subject to all provisions of paragraph 25.
 - E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - 1) The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
21. **POST-NOTICE OF AWARD REQUIREMENTS.** After Notice of Award, the successful Bidder must execute and submit the documents indicated in Document 00510, Notice of Award.

- A. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. City may elect to extend the time to receive faithful performance and labor and material payment bonds.
 - B. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles City to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.
22. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder to whom Contract is awarded shall, within the period described in Document 00510, Notice of Award, fails or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages. In addition, upon such failure City may determine the next Apparent Low Bidder and proceed accordingly.
23. **MODIFICATION OF COMMENCEMENT OF WORK.** City expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
24. **WITHDRAWAL OF BIDS.** Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with the City at the City's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the City to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.
25. **PUBLIC RECORDS ACT REQUESTS.**
- A. Per the Public Records Act, City will make available to the public Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, City will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to the SOQ). Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
 - B. Upon a request for records regarding this Bid, City will notify Bidder involved within ten (10) Days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests City to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend City's refusal to produce the information in all forums; otherwise, City will make such information available to the extent required by applicable law, without restriction.

- C. Information disclosed in the SOQ (if Envelope "B" is opened) and the attendant submissions are the property of City unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.
26. **CONFORMED CONSTRUCTION DOCUMENTS.** Following Award of Contract, City may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.
27. **DEFINITIONS.** All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00050, References and Definitions.

END OF DOCUMENT

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DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Date _____, 201__

POTENTIAL BIDDER: _____

CITY: THE CITY OF SANTA CLARA, CALIFORNIA

SITE: [_____], Santa Clara, California

PROJECT: STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION
(CE 13-14-07)

In consideration of the City's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless City, and its officers, employees, consultants (including without limitation Consulting Engineer), representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of City or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00320, Geotechnical Data and Existing Conditions.
4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700, General Conditions, and Document 00810, Insurance Requirements.

[Paragraph 5 and Signatures Follow on Next Page]

///
///
///
///

- 5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 00520, Agreement), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

Name of Bidder

By: _____
Signature

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

Its: _____
Title (If Corporation: Secretary,
Assistant Secretary, Chief Financial
Officer or Assistant Treasurer)

END OF DOCUMENT

DOCUMENT 00250**BID CONTENTS, EVALUATION, SELECTION, AND AWARD**

1. This Document summarizes the required Bid contents and City's procedures for opening and evaluating Bids and making award for:

**CITY OF SANTA CLARA
STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION
PROJECT**

2. All abbreviations and definitions of terms used herein are defined in Document 00050, References and Definitions.
3. Bidders shall submit Bids in two (2) separate sealed Envelopes marked "Envelope A" and "Envelope B."
4. At the designated time of Bid opening, City will open the Envelope A submitted by each Bidder, initially evaluate it for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open the Envelope B submitted by each Bidder publicly, and except for the Apparent Low Bidder's Envelope B (or as otherwise provided in this Document 00250), they will remain unopened.
5. CONTENTS OF ENVELOPE A - BID PRICE (Checklist). Envelope A shall include:
 - 5.1 Document 00400, Bid.
 - 5.2 Document 00411, Bidder's Bond. Bid Security supplied in accordance with Document 00200, Instructions to Bidders.
 - 5.3 Document 00420, Bidder Registration and Safety Experience.
 - 5.4 Document 00421, Declaration of Contractor's License Status.
 - 5.5 Document 00430, Subcontractors List.
 - 5.6 Document 00435, Principals Interested in this Bid.
 - 5.7 Document 00440, Affidavit of Compliance With Ethical Standards for Contractors.
 - 5.8 Document 00460, Schedule of Major Equipment and Material Suppliers.
 - 5.9 Document 00481, Non-Collusion Affidavit.
 - 5.10 Document 00482, Bidder Certifications.
 - 5.11 Document 00654, Worker's Compensation Insurance Statement.
6. CONTENTS OF ENVELOPE B - BIDDER QUALIFICATIONS (Checklist). Envelope B shall include:
 - 6.1 Document 00450, Statement of Qualifications for Construction Work.

7. DETERMINATION OF APPARENT LOW BIDDER. City will determine the Apparent Low Bidder in accordance with the methodology described in Paragraph 18 of Document 00200, Instructions to Bidders.
8. EVALUATION OF BIDDER RESPONSIBILITY (ENVELOPE B)
 - 8.1 City will open Apparent Low Bidder's Envelope B and check its contents for compliance with Paragraph 6 above and this Paragraph 8. City will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing within 2 business days, with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.
 - 8.2 City will determine Bidder responsibility in accord with Document 00450, Statement of Qualifications for Construction Work.

END OF DOCUMENT

DOCUMENT 00400

BID

To be submitted as part of Envelope "A" by the time and date specified in Document 00200, Instructions to Bidders, Paragraph 1

CITY OF SANTA CLARA, CALIFORNIA

TO: **CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA**

THIS BID SUBMITTED BY:

(Firm/Company Name)

RE: **CONTRACT NUMBER CE 13-14-07, (STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION PROJECT)**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Santa Clara, California, a chartered California municipal corporation, in the form included in the Contract Documents, Document 00520, Agreement, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100, Invitation to Bid, and Document 00200, Instructions to Bidders, including without limitation, those dealing with the length of time this Bid remains open and the disposition of Bid security. The Bidder will sign and submit the Agreement, Insurance, Bonds and other documents required by Document 00200, Instructions to Bidders, by the time and in the manner set forth therein.
3. In submitting this Bid, the Bidder represents that:
 - (a) Bidder has examined all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

[Attach additional pages if necessary]

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the Project and the Site, as set forth in Document 00520, Agreement.
- (c) Bidder has received and examined copies of the following technical specifications on City-provided, Contractor-installed equipment: **(N/A)**

- (d) Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, record documents and actual conditions; and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices, and Alternates, must be filled in completely. Bid items are described in the Special Provisions. Quote in figures only, unless words are specifically requested.

Base Bid Items

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization	1	LS		\$
2.	Traffic Control	1	LS		\$
3.	Demolition and Abandonment	1	LS		\$
4.	Trench and Excavation Safety	1	LS		\$
5.	12" Sanitary Sewer Line	60	LF		\$
6.	6" Sanitary Sewer Line	285	LF		\$
7.	Sanitary Sewer Cleanout	1	EA		\$
8.	Sanitary Sewer Manhole	1	EA		\$
TOTAL BASE BID PRICE					\$

Total Base Bid Price: _____
(in Words)

* ~~Paragraph 1.5.D. of Document 01200, Measurement and Payment, shall not apply to Bid Item No. [] - N/A~~

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430, Subcontractors List Form.
6. The undersigned Bidder understands that City reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in documents referenced in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the

12. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person (including any partner or joint venture of any partnership or joint venture bidder, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____ licensed in accordance with an act for the registration of Contractors, and with license [_____]:
Expiration: _____

Where incorporated, if applicable

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____

Its: _____

(If Corporation: Chairman, President or Vice President)

By: _____

Its: _____

(If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Officers authorized to sign contracts:

Business Address:

Telephone:

Fax Number:

Date of Bid:

END OF DOCUMENT

DOCUMENT 00411

BIDDER'S BOND

KNOW ALL BY THESE PRESENTS:

That the undersigned [_____] as Principal and the undersigned as Surety are held and firmly bound unto the CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California ("City"), as obligee, in the penal sum of [_____] Dollars [(\$ _____)] lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal [_____]'s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for City Contract Number CE 13-14-07, STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION PROJECT.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00200, Instructions to Bidders, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 201__.

(Corporate Seal)

By

Principal

Surety

(Corporate Seal)

By

Attorney in Fact

Note: Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

STATE OF CALIFORNIA)
County of _____)

On _____, 201__, before me _____ (here insert name and title of officer) a Notary Public in and for the State of California, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

Note: Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

STATE OF CALIFORNIA)
County of _____)

On _____, 201__, before me _____ (here insert name and title of officer) a Notary Public in and for the State of California, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF DOCUMENT

DOCUMENT 00420

BIDDER REGISTRATION AND SAFETY EXPERIENCE

1. INSTRUCTIONS

In order to register to undertake work for the City of Santa Clara, Bidder must submit this completed registration form; do not leave blanks.

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Treasury (Fed Tax I.D.) # _____

Full Corporate Name of Company:

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501 C3 _____ Corporation
 _____ Other (please explain: _____)

2. INSURANCE

A. Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

B. General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

C. Automotive Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

D. Professional Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

E. Environmental Impairment Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

3. SAFETY EXPERIENCE

A. The following statements as to safety experience of Bidder are submitted with Bid, as part thereof, and Bidder guarantees the truthfulness and accuracy of the information.

1. List Bidder's Interstate Experience Modification Rate for the last three years.

- a. 2013: _____
- b. 2012: _____
- c. 2011: _____

2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following:

- a. Number of lost workday cases _____
- b. Number of medical treatment cases _____
- c. Number of fatalities _____

3. Employee hours worked last year _____

4. State the name of Bidder's safety engineer/manager or Site Safety Officer:

Attach a resume or outline of this individual's safety and health qualifications and experience.

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE CITY OF SANTA CLARA AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

END OF DOCUMENT

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DOCUMENT 00421

DECLARATION OF CONTRACTOR'S LICENSE STATUS¹

I, _____, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

A. The State Contractor's license number for the signatory Contractor is:
_____.

B. The license expiration date is: _____.

Executed on _____, 201__ at _____, California.

Contractor shall keep Contractor's license current at all times.

CONTRACTOR

[Contractor's Firm Name – Print or Type]

[Signatory's Name – Print or Type]

[Signature]

[Capacity/Title in Contracting Firm – Print or Type]

END OF DOCUMENT

¹ California Business & Professions Code § 7028.15.

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DOCUMENT 00435

PRINCIPALS INTERESTED IN THIS BID

THE NAMES OF ALL PERSONS WHO HAVE AN INTEREST IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

(Note: If Bidder is a corporation, list the names of the President, Secretary, Chief Financial Officer, General Manager thereof. If Bidder is a partnership, list the names of all partners comprising the firm. If Bidder is an individual, state first and last name in full.)

Principal's Name:	
Mailing Address:	
Title:	

Principal's Name:	
Mailing Address:	
Title:	

Principal's Name:	
Mailing Address:	
Title:	

Principal's Name:	
Mailing Address:	
Title:	

Note: Additional pages may be created by copying this page and editing the page numbers as necessary.

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DOCUMENT 00440

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS FOR CONTRACTORS
CITY OF SANTA CLARA

I, _____, being first duly sworn, depose and say to the City of Santa Clara ("City") that:

1. I am _____ [insert title or capacity] of _____ [insert entity name] ("Bidder").
2. I hereby state that I have read and understand the attached Document 00441, Ethical Standards for Contractors. I have examined appropriate business records, and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in Document 00441, Ethical Standards for Contractors. I have authority to make these representations on my own behalf and on behalf of the legal entity herein identified.
3. Neither (a) Bidder nor (b) any individual(s) belonging to a category identified in footnote No. 1 of Document 00441, Ethical Standards for Contractors, has been convicted of any one or more of the crimes identified in Document 00441, Ethical Standards for Contractors, within the past five (5) years.
4. Notwithstanding award of any contract by City or performance thereunder, the City shall have all rights and remedies described in Document 00441, Ethical Standards for Contractors.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Corporation, Partnership, etc.

Signature

Title

Note: Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

STATE OF CALIFORNIA)
County of _____)

On _____, 201____, before me _____ (here insert name and title of officer) a Notary Public in and for the State of California, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

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DOCUMENT 00450**STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK**

The City of Santa Clara, a chartered municipal corporation of the State of California (hereafter, "City") requires submittals of "Statement of Qualifications" (hereafter, "SOQ") from firms interested in performing the construction work for the STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION (PROJECT) in Santa Clara, California.

1. GENERAL INFORMATION

- A. In Document 00100, Notice Inviting Bids, the City of Santa Clara, a chartered municipal corporation of the State of California ("City"), has indicated that it will receive sealed Bids for the Contract for the construction of the Project. The Contract will require Contractor to construct the Project, all in accordance with the scope of Work set forth in the Contract Documents.
1. City will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code. Additionally, Bidder must meet the following requirements, at a minimum, in order to be considered by City to be qualified for award of the Contract:
 - a. One (1) year experience as a continuously operating entity engaged in the performance of similar work.
 - b. Within the past three (3) years completed two (2) underground construction projects of a similar nature and complexity that were a minimum of 300 feet long in an urban arterial road setting.
 2. Bidder's compliance with the minimum qualification requirements in paragraph 1.A.1 of this Document 00450 will also be measured by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
 - a. If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's supervisory personnel.
 - b. The qualifications of the Key Personnel are to be submitted with the SOQ, by providing the information described in this Document 00450.

2. REQUIRED CONTENTS OF SOQ SUBMISSION

- A. Transmittal Letter. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture) and its proposed roles and responsibilities. If a joint venture or partnership is proposed, Bidder shall identify each partner and/or member of the joint venture and their roles and responsibilities.
- B. Financial Capacity. Include audited or reviewed financial statements for the three (3) most recently completed fiscal years for Bidder and each member of any proposed joint venture. Also include audited or reviewed financial statements for the three (3) most

recently completed fiscal years for any parent company(ies) of Bidder and each member of any proposed joint venture.

- C. Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-VI or better that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00610 (Construction Performance Bond) and 00620 (Construction Labor and Material Payment Bond). Such performance and payment bonds shall be in the minimum penal sums provided therein. Bidder shall include authorization that gives the City the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter(s), having a financial rating from A. M. Best Company of A-VI or better, confirming that the insurer will provide Bidder the required coverages and amounts specified in Document 00820, Insurance Requirements.
- E. Human and Physical Resources. Bidder shall identify, describe, and quantify for itself the following technical resources for the construction work:
1. Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand;
 2. Description of field organization(s), naming skills and equipment;
 3. Description of safety program, quality control procedures, and safety experience; and
 4. Evidence of a valid California "A" contractor's license and required licenses of all licensees of persons who are Key Personnel of the Bidder or any designated Subcontractor(s).
- F. Completed Questionnaire. Bidder shall include a completed "Statement of Qualification Questionnaire" in the form attached to this Document 00450 as Attachment "A." Bidder shall make sure its answers to the Questionnaire describe for itself, its Key Personnel proposed, and its designated Subcontractor(s), their public works construction projects of a minimum of 2,000 feet long. Add supplementary information if necessary.
- G. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder (including, but not limited to, the Project Manager, Site Superintendent, and scheduler), and Bidder's designated Subcontractor(s) performing the work specified in Part D: Experience of Designated Subcontractor(s) of this Document 00450, to include the following:
1. Name and proposed assignment
 2. Years of experience;
 3. Education - degrees, schools and years obtained;
 4. Professional registration(s);
 5. Fluency in English (Yes/No);

- 6. Experience directly related to above proposed assignment;
 - 7. At least two client references, including contact names, addresses and telephone numbers; and
 - 8. Description of projects of a similar nature worked on in the past five years.
- H. Litigation History. Description of litigation history for the past ten (10) years, including names of involved parties, nature of dispute, and disposition.

3. GENERAL CONDITIONS

- A. General Conditions for Content. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets City's requirements. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Explanations to SOQ. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00450 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00450 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.
- C. Definitions. Except as set forth herein, all abbreviations and definitions of terms used in this Document 00450 are as set forth in Document 00700 (General Conditions) or Section 00050 (References and Definitions).

[STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE]

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ATTACHMENT "A" -- Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00200, Instructions to Bidders, and Document 00450, Statement of Qualifications. Failure to complete the questionnaire or inclusion of any false statement(s) shall be grounds for immediate disqualification.

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes _____ No _____
2. Does Bidder have a minimum of \$5,000,000 liability insurance coverage? Yes _____ No _____
3. Has Bidder's license been revoked at any time in the last five (5) years? Yes _____ No _____
4. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five (5) years? Yes _____ No _____
5. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five (5) years? Yes _____ No _____
6. Has Bidder attached copies of its reviewed or audited financial statements and accompanying notes for the latest three (3) years? Yes _____ No _____

**Bidder will be immediately disqualified if any answer to questions 1, 2 or 6 is No.
Bidder will be immediately disqualified if any answer to questions 3, 4 or 5 is Yes.**

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

(Safety)

1. Has Cal/OSHA, Federal OSHA, the EPA or any Air Quality Management District cited Bidder in the past five (5) years?

Yes _____ No _____ If yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:

Field Supervisor Weekly _____ Bi-weekly _____ Monthly _____ Less than monthly _____

Employees Weekly _____ Bi-weekly _____ Monthly _____ Less than monthly _____

New Hires Weekly _____ Bi-weekly _____ Monthly _____ Less than monthly _____

Subcontractors Weekly _____ Bi-weekly _____ Monthly _____ Less than monthly _____

3. How often does Bidder conduct documented safety inspections?

Quarterly _____ Semi-annually _____ Annually _____ Other _____

4. Does Bidder have home office safety representatives who visit/audit the job site?

Quarterly _____ Semi-annually _____ Annually _____ Other _____

5. What is Bidder's Interstate Experience Modification Rate? _____. (A rating in excess of 1 will constitute grounds for disqualification as non-responsible.)

(Prevailing Wage Provisions)

6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.

Yes _____ No _____

(License Provisions)

7. Has Bidder changed names or license numbers in the past ten (10) years? If so, please state reason for change.

Yes _____ No _____ Reason: _____

(Disputes)

- 8. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past ten (10) years? If yes, attach description of each such instance including details of total claim amount, settlement amount, and owner's name and phone number. Yes _____ No _____

(Bonding)

- 9. Bonding Capacity - Provide documentation from Bidder's surety identifying the following:

Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

Is surety a California-admitted surety? Yes _____ No _____

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____ No _____

List surety's A.M. Best Rating: _____

What is Bidder's total bonding capacity? _____

What percentage rate does Bidder pay for bonds? _____

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PART C: EXPERIENCE OF PRIME CONTRACTOR

The unique nature of this Project requires prior similar experience of the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Prime Contractor. List two (2) projects that were a minimum of 300 feet long in an urban arterial road setting, each completed in the past three (3) years, and indicate who were the superintendent and scheduler.

Project name	Construction Cost (\$)	Year completed	Name of Project Manager	Name of Project Site Superintendent

List Key Personnel that will be assigned to the Work:

Project Manager: _____

Project Site Superintendent: _____

Recent Projects.

Bidder shall provide information about three (3) of its most recently completed projects. Names and references must be current and verifiable. If a separate sheet is used, it must contain all of the following information:

1. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

2. Project Name: _____
Location: _____
Owner: _____
Owner Contact (name and phone number): _____
Architect/Engineer: _____
Architect/Engineer Contact (name and phone number): _____
Const. Mgr. or Project Mgr. (name and phone number): _____
Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____
Total Change Order Amount: _____
Original Scheduled Date of Completion: _____
Time Extensions Granted (number of Days): _____
Actual Date of Completion: _____
Number of Stop Notices filed by subcontractors or suppliers: _____

3. Project Name: _____
Location: _____
Owner: _____
Owner Contact (name and phone number): _____
Architect/Engineer: _____
Architect/Engineer Contact (name and phone number): _____
Const. Mgr. or Project Mgr. (name and phone number): _____
Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____
Total Change Order Amount: _____
Original Scheduled Date of Completion: _____
Time Extensions Granted (number of Days): _____
Actual Date of Completion: _____
Number of Stop Notices filed by subcontractors or suppliers: _____

PART D: EXPERIENCE OF DESIGNATED SUBCONTRACTOR(S)

The unique nature of this Project requires prior similar project experience of the designated Subcontractor(s) and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested for each of the designated Subcontractor(s). Also expressly indicate which, if any, of the designated Subcontractor(s)' functions Bidder will perform itself:

[Trade or Specialty] Subcontractor: List two (2) similar typed projects completed in the past three (3) years and indicate who were the superintendent and scheduler.

Project name	Construction Cost (\$)	Year completed	Name of Project Manager	Name of Project Site Superintendent

List Key Personnel that will be assigned to the Work:

Project Manager: _____

Project Site Superintendent: _____

Recent Projects.

Provide information about two (2) most recently completed projects for each of the designated Subcontractor(s). Names and references must be current and verifiable. Use additional sheets if necessary. If separate sheets are used, they must contain all of the following information for each of the designated Subcontractor(s):

1. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Prime Contractor: _____

Prime Contractor Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Value of Construction Contract: _____

Value of Change Orders: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

- 2. Project Name: _____
- Location: _____
- Owner: _____
- Owner Contact (name and phone number): _____
- Architect/Engineer: _____
- Architect/Engineer Contact (name and phone number): _____
- Const. Mgr. or Project Mgr. (name and phone number): _____
- Prime Contractor: _____
- Prime Contractor Contact (name and phone number): _____
- Description of Project, Scope of Work Performed: _____

- Value of Construction Contract: _____
- Value of Change Orders: _____
- Original Scheduled Date of Completion: _____
- Time Extensions Granted (number of Days): _____
- Actual Date of Completion: _____
- Number of Stop Notices filed by subcontractors or suppliers: _____

PART E: FINANCIAL INFORMATION

1. Has Bidder ever reorganized under the protection of the bankruptcy laws?

Yes ___ No ___ If yes, please state when _____

2. If Bidder has had the general liability carrier identified in Document 00420, Bidder Registration and Safety Experience Form, for less than five (5) years, please provide additional information below for balance of the past five (5) years

Agency Name: _____

Contact Name: _____

Phone Number: _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

3. Has Bidder ever had insurance terminated by a carrier? Yes ___ No ___

If yes, explain on separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

TITLE

END OF DOCUMENT

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DOCUMENT 00460

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

The undersigned Bidder represents that, if awarded the Contract, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, bidder warrants that the equipment and materials manufacturer and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment or material does not meet Contract requirements. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid non-responsive and may be the basis for rejection of the Bid.²

<u>Item</u>	<u>Manufacturer or Supplier</u>
1. VCP Pipe	_____
2. Precast Manholes and Structures	_____

Bidder: _____

SIGNATURE

_____, 201____
DATE

END OF DOCUMENT

² Bidder's attention is directed to the Special Provisions for other requirements regarding these matters.
Rev. 06/23/11 00460 - 1 Schedule of Major Equipment and Material Suppliers

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DOCUMENT 00481

**NON-COLLUSION AFFIDAVIT
PUBLIC CONTRACT CODE §7106**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

(Name of Bidder)

(Signature of Principal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

[Notarization Follows on Next Page]

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STATE OF CALIFORNIA)
County of _____)

On _____, 201____, before me _____ (here insert name and title of officer) a Notary Public in and for the State of California, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF DOCUMENT

DOCUMENT 00482

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to the City of Santa Clara, a chartered California municipal corporation, acting by and through its City Council, as set forth in Sections 1 through 5 below.

1. CERTIFICATE OF NON-DISCRIMINATION

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one (1) final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two (2) years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. PREVIOUS DISQUALIFICATIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

4. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the 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.

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5. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, of the Labor Code. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

Bidder: _____

Type of Entity: _____

By: _____

(Authorized signature on behalf of Contractor)

Name: _____

Title: _____

Local Address: _____

Telephone () _____

Fax: () _____

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Bid on behalf of Bidder.

END OF DOCUMENT

DOCUMENT 00490

**ADDENDA
(Sample)**

**City of Santa Clara
Engineering Department**

Addendum Number: []

Project: STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION

Invitation Number: CE 13-14-07

Date: _____, 201__

Bid Date: _____, 201__

Bid Opening: 3:00 P.M.

TO ALL BIDDERS:

The following changes, deletions, additions, and/or clarifications shall be made to the drawings and specifications for the work of the above Project:

SPECIFICATIONS:

DRAWINGS:

This addendum is part of the Contract Documents and in case of conflict among drawings, specifications, and this addendum, the addendum shall govern.

Bidders shall acknowledge receipt of this addendum by inserting the addendum number and date and signing where indicated on DOCUMENT 00400, BID. Failure to do so may subject bidder to disqualification based upon a non-responsive bid.

Issued by the City of Santa Clara

**Rajeev Batra
Director of Public Works/City Engineer**

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DOCUMENT 00510

NOTICE OF AWARD

_____, 2014

DELIVERY VIA:

- Regular U.S. Mail
- Express U.S. Mail
- Overnight Carriers, (FedEx, UPS, DHL etc.)
- Facsimile @ Fax No. (____)____-____ and/or
- Electronic Mail

BIDDER'S NAME:

BIDDER'S ADDRESS:

ATTENTION:

CONTRACT REFERENCE: City of Santa Clara Contract No. CE 13-14-07

PROJECT REFERENCE: STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION

Congratulations, the intent of this letter is to inform you that the bid you submitted to the City of Santa Clara on XXXX for the above referenced public works contract ("Contract"), has been received and reviewed by City staff and your firm has been determined to be the lowest responsible and responsive bidder. Based on your bid and City staff recommendation, the Santa Clara City Council awarded the Contract to your firm on _____, 2014 for the construction of the STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION PROJECT (the "Project"). The Total Contract Price for this Contract is _____ thousand dollars and _____ cents (\$_____.00).

However, before the City can execute this Contract and issue a Notice to Proceed to you to begin work on the Project, you must deliver the following documents to the Office of the City Clerk at 1500 Warburton Avenue, Santa Clara, CA 95050, within the next fifteen (15) days (on or before 5:00 p.m. on _____, 2014):

1. One (1) complete original of Contract Document 00520, Agreement, having original signature(s) of authorized representatives of your firm on the signature page.
2. One (1) complete original of Contract Document 00610, Construction Performance Bond, indicating that the required bond has been purchased in an amount equal to the Contract price. The bond must be fully executed by both authorized representatives of your firm and your surety. The signature of the surety must be notarized and the notary form attached to Document 00610.
3. One (1) complete original of Contract Document 00620, Construction Labor and Materials Payment Bond, indicating that the required bond has been purchased in amount equal to the Contract price. The bond must be fully executed by both authorized representatives of your firm and your surety. The signature of the surety must be notarized and the notary form attached to Document 00620.
4. One (1) completed original of Contract Document 00630, Guaranty, with original signature(s) of authorized representatives of your firm.

5. ~~One (1) complete copy of all documentary information received or generated by Contractor in preparation of Bid prices for the Contract Documents as set forth in Contract Document 00670, Escrow Bid Documents-~~ (N/A)
6. Deliver to the City's insurance compliance contractor, Ebix BPO, all of the required Certificate(s) of Insurance showing proof that all of the required insurance policies, as well as all of the required policy endorsements, have been purchased and properly completed. Also, please provide a written indication that the required insurance company ratings have been met, as set forth in Contract Document 00820, Insurance Requirements. Please forward all insurance compliance information to:

City of Santa Clara Engineering Department
c/o Ebix BPO - Insurance Compliance
P.O. 12010-S2
Hemet, CA 92546-8010
Telephone: (951) 766-2280
Fax: (770) 325-0409

(or for courier delivery):
151 North Lyon Avenue
Hemet, CA 92543-3831

NOTE: Please do not send the insurance compliance documents to the City offices. Doing so will only delay the necessary review and the issuance of the Notice to Proceed.

IMPORTANT: Please note that failure to comply with any of the above referenced conditions within the time period specified above will entitle City, at its sole discretion, to: 1) consider your Bid abandoned; 2) annul this Notice of Award; and/or 3) declare your Bid security forfeited. Even if the City does not choose to exercise any of these options, any delay in providing said documentation beyond the deadline indicated above will not extend the Contract Time allowed for performing the Work as set forth in the Contract Documents. Any time delay caused by failure to comply with the required documentation set forth in this Notice of Award will be subtracted from the time allowed to perform the Work as specified in Document 00520, Agreement, of the Contract Documents.

After a Notice to Proceed has been issued and upon commencement of the Work under this Contract, your firm, and each of your subcontractors, must certify and make available for inspection, payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

After you have complied with the conditions of this Document 00510, Notice of Award, the City will provide one fully signed copy of Contract Document 00520, Agreement, to you for your records.

Once again, congratulations on being awarded this Contract. We look forward to working with your firm on this Project. If you have any questions regarding this Notice of Award, please contact Jing Deng, in the City Engineering Department at 1+(408) 615-3012.

Sincerely,

Rod Diridon, Jr., City Clerk
City of Santa Clara, California,
a chartered California municipal corporation

END OF DOCUMENT

DOCUMENT 00520**AGREEMENT**

City of Santa Clara Contract Number CE 13-14-07
Project Title: STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION

PREAMBLE

This Agreement ("Agreement") is made and entered into on this _____ day of _____, 201____, (the "Effective Date") by and between _____, a _____ corporation, with its primary business address located at _____ ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The Parties agree as follows:

AGREEMENT PROVISIONS**Article 1. Work**

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions included in the Contract Documents.

Article 2. Agency and Notices to City

- 2.1 City has designated the City Engineer or his/her designee to act as City's Representative(s), who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
- 2.2 City has designated Jim Parissenti or his/her designee to act as Construction Manager. City may assign all or part of the City Representative's rights, responsibilities and duties to Construction Manager. City may change the identity of the Construction Manager at any time with notice and without liability to Contractor.
- 2.3 City has designated Schaaf & Wheeler to act as Consulting Engineers. City may change the identity of the Consulting Engineer(s) at any time with notice and without liability to Contractor.
- 2.4 All notices or demands to City under the Contract Documents shall be delivered to the City's Representative at 1500 Warburton Avenue, Santa Clara, California 95050, or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work at the Site on the date established in Document 00550, Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work due to the need to complete other City provided work at the Site. Contractor shall complete the Work within the following Schedule reflecting the date the Contract Time commences to run as set forth in Document 00550, Notice to Proceed and Document 00700, General Conditions:
- 3.1.1 The Work shall reach Substantial Completion within Twenty (20) Working Days from the date when the Contract Time commences to run.
- 3.1.2 The Work shall reach Final Completion within thirty (30) Working Days from the date when the Contract Time commences to run.

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss in the form of lost revenues, contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if all or any part of the Work is not completed within the time specified in paragraph 3.1 above plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 of Document 00700, General Conditions, Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work.

Accordingly, City and Contractor agree that as liquidated damages for delay, Contractor shall pay City:

- 3.2.1 \$1,000 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion, until the Work reaches Substantial Completion.
- 3.2.2 \$1,000 for each Day that expires after the time specified herein for Contractor to achieve Final Completion, until the Work reaches Final Completion.

These measures of liquidated damages shall apply cumulatively and shall be presumed to be, except as provided herein, the damages suffered by City resulting from the delay in completion of the Work.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Total Contract Price

- 4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as shown on the Contractor's Bid, Document 00400, incorporated by this reference.

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- 4.2 The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

Article 5. Contractor's Representations and Warranties

In order to induce City to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320, Geotechnical Data and Existing Conditions, which may be apparent at the Site, or which may appear in the Drawings and accepts the determination set forth in these documents and Document 00700, General Conditions of the limited extent of the information contained in these documents and materials upon which the Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents, reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700, General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Article 6. Contract Documents

- 6.1 Contract Documents, which comprise the entire agreement between the City and Contractor concerning the Work, consist of the following documents, including all changes, Addenda and Modifications thereto:

CONTRACT DOCUMENTS

Division 0 - GENERAL PROVISIONS.
Division 1 - GENERAL REQUIREMENTS.
Division 2 - TECHNICAL PROVISIONS.
Division 3 and above - SPECIAL PROVISIONS.
Plans

- 6.2 There are no Contract Documents other than those listed above in this Article 6. The information supplied under Document 00320, Geotechnical Data and Existing Conditions, is not part of the Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700, General Conditions.

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Document 00700, General Conditions and Section 00050, References and Definitions, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of City or acting as an employee, agent or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 et seq.
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

Approved as to form:

RICHARD E. NOSKY, JR.
City Attorney

JULIO J. FUENTES
City Manager

Attest:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-2210
Fax: 1+(408) 241-0347

ROD DIRIDON, JR.
City Clerk

"City"

a _____ Corporation

By:

(Signature of Person executing the Agreement on behalf of Contractor)

(Please Print or Type Name)

Title: _____

Local Address: _____

Telephone: () - -

Fax: () - -

"Contractor"

END OF DOCUMENT

DOCUMENT 00550

NOTICE TO PROCEED

Date: _____, 201__

Name
Company
Address
City, State Zip

Re: NOTICE TO PROCEED - STREET CORPORATION YARD BUNKER WASH AREA SEWER
CONNECTION PROJECT
CE 13-14-07

Dear _____:

In accordance with Paragraph 3 of Document 00700, General Conditions, this letter is your NOTICE TO PROCEED with the Work for the referenced Project.

Time will be charged on the Project beginning _____, 201__. Document 00520 provides Twenty (20) Working Days to achieve Substantial Completion and thirty (30) Working Days to achieve Final Completion. The calculated date of Substantial Completion is _____, 201__ and the calculated date of Final Completion is _____, 201__. Should the Work not be completed on time, liquidated damages are to be charged at the rate of \$1,000 per Day up to Substantial Completion and \$1,000 per Day up to Final Completion.

The City is interested in having a good working relationship with you and delivering a successful Project. If you need any assistance, please call me at 1+(408) 615-3061.

Sincerely,

Rajeev Batra
Director of Public Works / City Engineer

James Parissenti
Principal Engineer – Field Services

RB:JP:___

cc: _____, PWI

END OF DOCUMENT

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DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond"), dated _____, 201__, is issued in the amount of _____ Dollars, (\$_____), (the "Penal Sum ") which is equal to one hundred percent of the Contract Price, and is entered into by and between the Contractor and the Surety to ensure the faithful performance of the Construction Contract defined below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached and incorporated by this reference. The Contractor and Surety are the parties to this Bond, which has been issued for the benefit of the City of Santa Clara, California, a chartered California municipal corporation ("City") and in compliance with the terms of the Construction Contract. Any singular reference to the Contractor, Surety, City or other party shall be considered plural where applicable.

The City of Santa Clara Construction Contract to which this Bond applies is:

THE STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION PROJECT

City Contract Number: CE 13-14-07

In the Amount of \$ _____ (Referred to as the "Total Contract Price")

The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

CONTRACTOR AS PRINCIPAL:

SURETY:

Name: _____

Name: _____

Principal Place of Business:

Principal Place of Business:

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Please Note: Surety signature must be notarized)

(Please Apply Corporate Seal Here)

(Please Apply Corporate Seal Here)

Approved as to Form:

City Attorney

Date: _____, 201__

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Price:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Price, then Surety shall pay to City the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Price. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

- 12.1 Balance of the Contract Price: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
- 12.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700, General Conditions.
- 12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.
13. Surety shall submit following documents along with this Construction Performance Bond:
- 13.1 Verification that Surety is admitted to transact surety business the State of California; and
- 13.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

END OF DOCUMENT

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor And Material Payment Bond ("Bond") dated _____, 201__, is issued in the amount of _____ Dollars (\$ _____), (the "Penal Sum ") which is equal to one hundred percent of the Contract Price, and is entered into by and between the Contractor and the Surety to ensure the payment of claimants under the Construction Contract defined below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14, attached and incorporated by this reference. The Contractor and Surety are the parties to this Bond, which has been issued for the benefit of the City of Santa Clara, California, a chartered California municipal corporation ("City") in compliance with the terms of the Construction Contract. Any singular reference to the Contractor, Surety, City or other party shall be considered plural where applicable.

The City of Santa Clara Construction Contract to which this Bond applies is:

THE STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION PROJECT

City Contract Number: CE 13-14-07

In the Amount of \$ _____ (Referred to as the "Contract Price")

The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

CONTRACTOR AS PRINCIPAL:

SURETY:

Name: _____

Name: _____

Principal Place of Business:

Principal Place of Business:

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Please Note: Surety signature must be notarized)

(Please Apply Corporate Seal Here)

(Please Apply Corporate Seal Here)

Approved as to Form:

City Attorney

Date: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to City, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, 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 Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions.
 - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 13.3 City Default: Material failure of City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.
14. Surety shall submit following documents along with this Construction Labor and Material Payment Bond:
 - 14.1 Verification that Surety is admitted to transact surety business the State of California; and
 - 14.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

END OF DOCUMENT

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DOCUMENT 00630**GUARANTY**

TO THE CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California ("City"),
for construction of:

**THE STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION
PROJECT**

SANTA CLARA, CALIFORNIA

1. The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.
2. Contractor hereby grants to City for a period of one (1) year following the date of Final Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.
3. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified in the Contract Documents, from the date of Final Completion.
4. If within one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
5. Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.
6. All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 00050, References and Definitions.

- 7. The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

 a _____ Corporation

By: _____ Date _____
 (Signature of Person authorized to sign on behalf of Contractor)

 (Please Print or Type Name)

 Title

Local Address: _____

Telephone: (____) _____ - _____

Fax: (____) _____ - _____

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), is made and entered into on this _____ day of _____, 201__, (the "Effective Date"), by and between the City of Santa Clara, California, a chartered California municipal corporation, whose primary place of business is located at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City"), and *[insert Consultant's name], a *[choose one: corporation/partnership/individual], whose primary place of business is located at *[insert Consultant's address] ("Contractor"). City and Contractor may be referred to in this Agreement and Release individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement and Release."

RECITALS

- A. City and Contractor entered into Contract Number CE 13-14-07 (the "Contract").
B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between City and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

Table with 2 columns: Description and Amount. Rows include Original Contract Sum, Modified Contract Sum, Payment to Date, Liquidated Damages, and Payment Due Contractor.

2. Subject to the provisions of this Agreement and Release, City will forthwith pay to Contractor the sum of \$ _____ Dollars and _____ Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the Contract, except for the claims described in paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, and all of its agents, employees, consultants (including without limitation Consulting Engineer), inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in paragraph 6 of this Document 00650.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges City, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless the City and all City Representatives, Engineers, agents, employees, consultants, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00650.
8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:
- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of City shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

“Contractor”

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Local Address: _____

Telephone: () _____ - _____

Fax: () _____ - _____

“City”

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

Approved as to form:

RICHARD E. NOSKY, JR.
City Attorney

JULIO J. FUENTES
City Manager

Attest:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-2210
Fax: 1+(408) 241-0347

ROD DIRIDON, JR.
City Clerk

Date: _____, 201__

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DOCUMENT 00654

WORKERS' COMPENSATION INSURANCE STATEMENT

TO: The City of Santa Clara, California, 1500 Warburton Avenue, Santa Clara, CA 95050

Contractor hereby states the following:

- 1. California Labor Code Section 1861
Certification by Contractor regarding Workers' Compensation Insurance Requirements

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

- 2. California Labor Code Section 3800
Declaration verifying Workers' Compensation Insurance Coverage

In the event the Contractor is determined to be the lowest responsible and responsive bidder and is awarded this Contract by the City, Contractor shall verify under penalty of perjury, and provide evidence or confirmation of the existence and status of its Workers' Compensation Insurance Policy. Such information shall be provided by the Contractor in a form acceptable to the City Attorney or the City's insurance compliance representatives within the time period specified in Document 00510, Notice of Award, and shall include, but not be limited to, evidence or confirmation of the following:

- a. The Contractor has purchased and is maintaining a valid Workers' Compensation Insurance Policy in a form approved by the California Insurance Commissioner, and that said Workers' Compensation Insurance Policy is in full force and effect on behalf of the Contractor;
- b. The full deposit premium on the policy has been paid;
- c. The coverage afforded to the Contractor under its Workers' Compensation Insurance Policy is in accordance with the Workers' Compensation Law of California and complies with California statutory limits;
- d. Verification of the expiration date of the Contractor's Workers' Compensation Insurance Policy;
- e. Advance written notice shall be given to the City in the event of cancellation of the policy. The undersigned shall provide such notice to the City of Santa Clara, within the time period specified in Document 00820, Insurance Requirements; and

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- f. The policy includes a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

Contractor: _____
Contractor's Signature
Note: Signature of the Contractor must be notarized

By: _____
Print/Type Name of Signatory

Its: _____
Title of Signatory

Signed this _____ day of _____, 201__.

END OF DOCUMENT

DOCUMENT 00660
SUBSTITUTION REQUEST

To: The City of Santa Clara,
A chartered Municipal Corporation of the State of California ("City")

Project: STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION

Bidder/Contractor: _____
[note applicable]

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

The undersigned Bidder submits for consideration the following item(s) instead of the specified item for the above project:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____
_____	_____	_____

Proposed Substitution: _____

The undersigned encloses the information required herein. If this Document 00660 is being submitted by a Bidder wishing to use "or equal" item(s) as provided in Document 00200, Instructions to Bidders, the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 01600, Product Requirements. However, If this Document 00660 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 1600, Product Requirements.

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Drawings and Specifications that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

A. Does the substitution affect dimensions shown on Drawings?

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

C. What effect does the substitution have on other contractors, trades, or suppliers?

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

Bidder/Contractor
[note applicable]

For Use by City or Design Consultant:

____ Accepted ____ Accepted as Noted

Signature

____ Not Accepted ____ Received Too Late

Name

By: _____

Address

Date: _____

City/State/Zip

Remarks: _____

Telephone:

Date: _____, 201____

END OF DOCUMENT

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
P.C.C. §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into on this ____ day of _____, 201__, by and between the CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California (hereinafter "City"), whose address is 1500 Warburton Avenue, Santa Clara, California 95050; _____ ("Contractor"), whose place of business is located at _____; and [City, as escrow agent ...OR... _____], a state or federally chartered bank in the State of California, whose place of business is located at _____] ("Escrow Agent").

For the consideration hereinafter set forth, City, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to Contract Number CE 13-14-07 entered into between City and Contractor for the STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION PROJECT in the amount of [_____] dated [_____, 201__] (the "Contract"). Alternatively, on written request of Contractor, City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between City and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. City shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00680.
3. When City makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City. Such expenses and payment terms shall be determined by City, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to withdrawal of amount sought to be withdrawn by Contractor.

- 7. City shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.
- 8. Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- 9. Escrow Agent shall rely on written notifications from City and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00680 and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
- 10. Names of persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective are as follows:

ON BEHALF OF CITY:

ON BEHALF OF CONTRACTOR:

 Title

 Name

 Signature

 Address

 City/State/Zip

 Title

 Name

 Signature

 Address

 City/State/Zip

ON BEHALF OF ESCROW AGENT:

 Title

 Name

 Signature

 Address

 City/State/Zip

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00680.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

CITY:

CONTRACTOR:

Title

Title

Name

Name

Signature

Signature

ESCROW AGENT:

Title

Name

Signature

REVIEWED AS TO FORM:

City Attorney

Date

_____, 201__

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DOCUMENT 00690

PUBLIC WORKS CONTRACT CHANGE ORDER

PUBLIC WORKS CONTRACT CHANGE ORDER NO.

(Per City of Santa Clara Public Works Agreement)

This Change Order is issued after the Effective Date of the Agreement and modifies the terms of the Agreement. It is signed by Contractor, Engineer and Owner and authorizes the addition(s), deletion(s) or revision(s) in the Work described in the Agreement and/or provides for an adjustment in the Contract Price and/or the Contract Times included in the Agreement.

PROJECT NAME: STREET CORPORATION YARD BUNKER WASH AREA SEWER CONNECTION CITY CONTRACT NO. 13-14-07
OWNER: CITY OF SANTA CLARA, CALIFORNIA ENGINEER: CONTRACTOR:
Contractor agrees to make the following changes in the Contract Work and/or Contract Times: Description of Change(s) to be Made:

CHANGE IN CONTRACT PRICE: Net Change This Change Order: \$	CHANGE IN CONTRACT TIMES: Net Change in Contract Time Per This Change Order:
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The Parties to this negotiated Contract modification ("Change Order") acknowledge and agree that this Change Order amends the Contract between the City and Contractor and changes the Contract Documents to adjust the Contract Price, Contract Time, or both. A significant element of the consideration between the Parties which formed the basis for this Change Order is that it includes all of the costs related to the changes in the Scope of Work to be performed by the Contractor. As an integral part of the consideration for this Change Order, any Work performed or to be performed as a result of this Change Order and any direct or indirect costs related to such Work (including, but not limited to, any and all home office overhead, special overhead, delay costs, costs incurred due to lost efficiency or contract delays of any kind) have been included in the Description of Changes to be made, above. The Parties agree that all other terms and conditions included in the Contract Documents and all previous Change Orders which have not been addressed in this Change Order shall remain unchanged and continue in full force and effect. By signing below, Contractor affirms under penalty of perjury under the laws of the State of California that this Change Order is a true and correct claim for necessary additional work, and is not a false claim under Government Code § 12650 et seq.

ENGINEER Recommended: By: _____ Engineer (Authorized Signature) Date: _____ DEPARTMENT HEAD Recommended: By: _____ Date: _____	CONTRACTOR Accepted and Agreed: By: _____ Contractor (Authorized Signature) Date: _____	CITY OF SANTA CLARA Approved: By: _____ City Manager Attest: _____ City Clerk Approved as to Form: _____ City Attorney Date: _____ The Effective Date of this Change Order
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DOCUMENT 00800
SUPPLEMENTARY CONDITIONS
(NOT USED)

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DOCUMENT 00820**INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$5,000,000 Each occurrence
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations Aggregate
\$5,000,000 Personal Injury
\$5,000,000 Project Aggregate

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than five million dollars (\$5,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of five million dollars (\$5,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. POLLUTION LIABILITY

In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than five million dollars (\$5,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Work under this Agreement. Contractor will use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
2. Products/completed operations coverage shall extend a minimum of 3 years after project completion.
3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.
4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.
5. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO)

Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Document 00820.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.
2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.

3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate in good faith additional compensation proportional to the increased benefit to City.
4. Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.
5. No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.
6. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
7. Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.
8. All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.
9. For purposes of applying insurance coverage only, all contracts pertaining to the performance of services will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.
11. Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.
12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

END OF DOCUMENT

SECTION 01100

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes Summary of Work including:
1. Work Covered By Contract Documents
 2. Bid Items, Allowances, and Alternates
 3. Work Under Other Contracts
 4. Future Work
 5. Work Sequence
 6. Work Days and Hours
 7. Cooperation of Contractor and Coordination with Other Work
 8. Maintenance, Product Handling, and Protection
 9. Partial Occupancy/Utilization Requirements
 10. Contractor Use of Premises
 11. Lines and Grades
 12. Protection of Existing Structures and Utilities
 13. Damage to Existing Property
 14. Dust Control
 15. Parking
 16. Laydown/Staging Area
 17. Permits
 18. Punch List Verification
 19. Actual Damages for Violations
 20. Unfavorable Construction Conditions
 21. Construction Site Access
 22. Specification Data Sheets and Schedules
 23. Site Administration
 24. Circularizing Business and Residences

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Reference Document 00100, Notice Inviting Bids, for a brief description of the Work.
- B. Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.
- C. The Work of this Contract includes work covered by unit prices and/or lump sum.
- D. The Work of this Contract comprises construction of all the Work indicated, described, and shown in the Contract Documents.
- E. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.

- F. Contractor's use of the premises for Work and storage is limited to the area indicated on the plans.
- G. Contractor shall be solely responsible for all utilities (including without limitation electric, cable TV, water, gas, telephone, storm drain, sanitary sewer, etc.) at the Site.
- H. Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from City or the owning utility prior to undertaking connections.
- I. (NOT USED)
- J. Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items. Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property. Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated.

1.3 BID ITEMS, ALLOWANCES, AND ALTERNATES

- A. Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid Items or prices therefore. Should such deletions occur, it shall not impact the basis of award, as publicly announced immediately prior to bid opening.
- B. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01200, Measurement and Payment.
- C. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item (whether Lump Sum, or Unit Price).
- D. Bid Items are not intended to be exclusive descriptions of work categories and Bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified. Reference the Special Provisions for description of Bid Items.

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E. Allowances:

1. Allowance work shall be done as change order work and as specified in Section 01250, Modification Procedures. Contractor shall identify Allowance Items (See Document 00400, Bid) work on the Progress Schedules and on Requests for Payment.
2. The Amount given on Document 00400, Bid Form, under each Allowance Item is the sum of money set aside for each Allowance. These amounts shall be included in the Contract Price on the Bid Form.
3. If the cost of work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of work actually done.

F. Alternates

1. Per Section 01130, Alternates, the lump sum or unit price paid for Alternate items shall be full payment for full Alternate scope; including: cleaning and testing, submittals, and all other Contract Document requirements.
2. Notwithstanding any inclusion of any of the Alternate items in the Award of Contract or the Contract Documents, Contractor shall not proceed with Alternate item work without receiving a written notice to proceed from the City.

G. Bid Item Descriptions

1. Bid items, as listed in Section 00400 – Bid, shall be bid and paid based on the bid item descriptions as listed below. Measurement and Payment descriptions contained within individual Specification sections (Part 4.0) shall be excluded from the Contract Documents. The bid items described herein shall include all necessary materials, labor, equipment, and work to install a fully functioning sanitary sewer system as shown in the Contract Documents.
 - a. Bid Item No. 1 – Mobilization and Demobilization
 - i. This bid item shall include all necessary materials, equipment and labor necessary to coordinate and provide temporary facilities, site preparation, mobilization and demobilization as required by the Contract Documents. Work includes but is not limited to, necessary Contractor facilities, make-ready work, temporary sewer service and/or bypass pumping, and coordination and execution of materials and equipment delivery and removal. Payment for this item shall be on a lump sum basis. This bid item shall not exceed ten percent (10%) of the total bid price. Full compensation for all incidentals arising from this work shall be considered as included in the price paid per unit of measure and no further compensation shall be allowed.
 - b. Bid Item No. 2 – Traffic Control
 - i. This bid item shall include all necessary materials, equipment and labor necessary to develop and implement a traffic control plan in conformance with the Contract documents. Work includes, but is not limited to, engineering of traffic control plan, traffic control submittals, traffic control signage, and traffic control devices necessary to provide

safe and effective traffic control during construction. Payment for this items shall be on a lump sum basis. Full compensation for all incidentals arising from this work shall be considered as included in the price paid per unit of measure and no further compensation shall be allowed.

c. Bid Item No. 3 – Demolition and Abandonment

i. This bid item shall include all necessary materials, equipment and labor necessary to demolish and abandon existing storm sewer pipe as shown in the Contract Documents. Work includes, but is not limited to, demolition and removal of partial storm sewer pipe, preparation and filling of pipes for abandonment, and restoration of site conditions, including pavement repair and restoration of damaged or removed property. Payment for this item shall be on a lump sum basis. Full compensation for all incidentals arising from this work shall be considered as included in the price paid per unit of measure and no further compensation shall be allowed.

d. Bid Item No. 4 – Trench and Excavation Safety

i. This bid item shall include all work involved in providing plans, for obtaining permits, for furnishing, installing and removing the Trench and Excavation Safety work in accordance with the Contract Documents and Section 6707 of the California Labor Code. Payment for this item shall be on a lump sum basis. Full compensation for all incidentals arising from this work shall be considered as included in the price paid per unit of measure and no further compensation shall be allowed.

e. Bid Item No. 5 – 12-inch Sanitary Sewer Line

i. This bid item shall include all labor, materials and equipment necessary to construct 12-inch sanitary sewer line as shown on the Contract Documents. Work includes, but is not limited to, trenching and excavation, trench preparation, pipe installation, backfill and pavement repairs, concrete saddles and other utility relocations as needed. Payment for this bid item shall be on a per linear foot basis. Full compensation for all incidentals arising from this work shall be considered as included in the price paid per unit of measure and no further compensation shall be allowed.

f. Bid Item No. 6 – 6-inch Sanitary Sewer Line

i. This bid item shall include all labor, materials and equipment necessary to construct 6-inch sanitary sewer line as shown on the Contract Documents. Work includes, but is not limited to, trenching and excavation, trench preparation, pipe installation, connection to 30" sanitary sewer line, backfill and pavement repairs, concrete saddles and other utility relocations as needed. Payment for this bid item shall be on a per linear foot basis. Full compensation for all incidentals arising from this work shall be considered as included in the price paid per unit of measure and no further compensation shall be allowed.

g. Bid Item No. 7 – Sanitary Sewer Manhole

i. This bid item includes all necessary materials, equipment and labor necessary to construct sanitary sewer manholes in conformance with the Contract Documents. Work includes, but is not limited to

excavation, construction and installation of concrete manholes, connection to sanitary sewer lines, backfill and pavement restoration. Payment for this bid item shall be on a per unit basis. Full compensation for all incidentals arising from this work shall be considered as included in the price paid per unit of measure and no further compensation shall be allowed.

h. Bid Item No. 8 –Sanitary Sewer Cleanout

i. This bid item includes all necessary materials, equipment and labor necessary to construct a sanitary sewer cleanout in conformance with the Contract Documents. Work includes, but is not limited to excavation, construction and installation of concrete cleanout, connection to sanitary sewer lines, backfill and pavement restoration. Payment for this bid item shall be on a per unit basis. Full compensation for all incidentals arising from this work shall be considered as included in the price paid per unit of measure and no further compensation shall be allowed.

1.4 WORK UNDER OTHER CONTRACTS

Reference Special Provisions.

1.5 FUTURE WORK

Reference Special Provisions.

1.6 WORK SEQUENCE

- A. Construct Work in stages as outlined in the Contract Documents; coordinate construction schedule and operations with City.
- B. Contractor shall schedule Work accordingly.
- C. Contractor acknowledges that shoring may be required to maintain a safe excavation and protect facilities or pipelines, including both existing and recently constructed under this Contract. All expenses for shoring of excavations for construction of required improvements shall be included in the appropriate bid items.

1.7 WORK DAYS AND HOURS

Reference Subsection 16.1, Hours of Work, of Document 00700, General Conditions, (page 00700-45).

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with City and any City forces, or other contractors and forces, as required by Document 00700, General Conditions, paragraph 6.
- B. Employ a full time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide City with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces.
- F. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefore.

1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Contractor shall allow City to take possession of and use any completed or partially completed portion of the Project during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Project or work, and placing and installation of equipment by City shall not in any way signify the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City occupancy.
- D. Use and occupancy by City prior to acceptance of the Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City.
- E. Prior to date of Final Acceptance of the Work by City, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700, General Conditions.
- F. Use by City of Work or part thereof as contemplated by this section shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of any of the conditions thereof.
- G. City may specify in the Contract Documents that portions of the Work shall be substantially completed on milestone dates prior to substantial completion of all of the Work. Contractor shall notify City and City's Construction Manager in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City to issue a Certificate of Substantial Completion for that part of the Work.

1.11 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Project Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of City or other contractor.
- E. Parking, storage, staging, and work areas shall be coordinated with the City, and comply with all other Contract Documents requirements.

1.12 LINES AND GRADES

- A. Contractor shall be responsible for the accuracy of the Work. All Work shall be done to the lines, grades, and elevations indicated on the Plans. Contractor shall verify the levels shown on the Plans with existing levels and notify the City of any discrepancies before proceeding with the Work.
- B. City shall provide basic horizontal and vertical control points, as shown on the plans, to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor.
- C. Contractor shall provide at its cost a licensed Civil Engineer or Land Surveyor, competent assistants, and such instruments, tools, stakes and other materials required to complete and maintain the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost said competent persons and such tools, stakes, and other materials as City (and/or the Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.
- D. Contractor shall keep City informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by City may be done with minimum inconvenience to City and minimum delay to Contractor.
- E. Contractor shall remove and reconstruct Work which is improperly located.
- F. No direct payment will be made for Contractor's cost of any Work or delay occasioned by establishing, maintaining, or checking lines and grades or making other measurements, or by inspection, and no extension of time will be allowed for such delays.

1.13 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Plans may indicate existing above- and below-grade structures, drainage lines, storm drains, sanitary sewers, water, gas, electric, hot water, and other similar items and utilities that are known to City. Contractor shall protect facilities against damage and deleterious substances.
- B. Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service

where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.

- C. Additional utilities whose locations are unknown to City are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City for disposition.
- D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700, General Conditions.
- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700, General Conditions.

1.14 DAMAGE TO EXISTING PROPERTY

- A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to the City.
- B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Contractor shall be responsible for all damage to streets, roads, curbs, gutters, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15 DUST CONTROL

- A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
 - 1. All construction locations with active excavation shall be watered at least twice daily.
 - 2. Cover all trucks hauling soil, sand, and other loose materials.
 - 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
 - 4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
 - 5. Cover all stockpiles.
 - 6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens

1.16 PARKING

Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, City's operations, or construction activities.

1.17 LAYDOWN/STAGING AREA

Reference Special Provisions.

1.18 PERMITS

- A. Applicable permits: Permits, agreements, or written authorizations that are known by the City to apply to this project are listed in the Special Provisions.
 - 1. Cal/OSHA Permit. The Contractor shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
- B. (Not Used)
- C. Permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable City permit fees will be paid by the City to the extent specified in Document 00700, General Conditions.

1.19 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor shall reimburse City for these visits.

1.20 ACTUAL DAMAGES FOR VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in paragraph 15.5 of Document 00700, General Conditions, City may incur actual damages resulting from loss of use of any permit described in this Section 01100, or from use in violation of legal or regulatory requirements where the violations result from Contractor's activities. Violations or threatened violations may subject the City to fines and/or other costs or civil liabilities.
- B. Contractor shall be liable for and shall pay City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.

- C. The amount of liquidated damages provided in paragraph 15.5 of Document 00700, General Conditions, is not intended to include, nor does the amount include, any damages incurred by City for reasons other those listed in that paragraph. Any money due or to become due to Contractor may be retained by City to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, City shall have the right to recover the balance from Contractor or its sureties.

1.21 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

1.22 CONSTRUCTION SITE ACCESS (NOT USED)

1.23 SPECIFICATION DATA SHEETS AND SCHEDULES

- A. Specifications may have data sheets and schedules as part of specific specification sections. Locations for data entries on the data sheets and schedules may be left blank intentionally. Each line where data may be entered on the data sheet has a selection box in the column "Chk". When the box for a line is checked and no data is entered in the respective line, this indicates that no data is required for that line of the data sheet.
- B. Other standard codes which apply to the Work are designated in the Specifications.

1.24 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to City or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except City's employees) to observe the same regulations, as Contractor requires of its employees.

1.25 CIRCULARIZING BUSINESS AND RESIDENCES

Prior to any work, the Contractor shall notify, by circular, all businesses and residents with street frontage or property affected by the proposed construction. Notification shall be done forty-eight (48) hours in advance of starting the work affecting businesses and residents. The circular shall state the name, address and telephone of the Contractor, starting time and date, nature and extent of the proposed work, and the approximate date upon which the Contractor expects to complete the pertinent construction activity. The circular must be approved by the Engineer or Inspector prior to distribution. Submit circular for approval at least two (2) full working days prior to date of intended distribution.

END OF SECTION

LEGEND SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
---	---	ROW LINE
-W-	-W-	WATER MAIN & VALVE
-SD-O-	-SD-O-	STORM DRAIN, MANHOLE
-H-	-H-	CENTER LINE & MONUMENT
-SS-@-	-SS-@-	SANITARY SEWER & MANHOLE
-G-	-G-	GAS MAIN
-JT-	-JT-	JOINT TRENCH FOR SVP FIBER & RW
-E-	-E-	ELECTRICAL LINE
-X-X-	-X-X-	FENCE & GATE
□	□	ELECTROLIER
□	□	FIRE HYDRANT
•	•	POWER POLE
WM	WM	WATER METER
⊕	⊕	BENCH MARK

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	MI	MISCELLANEOUS
APPROX.	APPROXIMATE	MIN.	MINIMUM
BW	BACK OF WALK	(N)	NEW
CI	CAST IRON PIPE	N.T.S.	NOT TO SCALE
CMU	CONCRETE MASONRY UNIT	PCC	PORTLAND CEMENT CONCRETE
CSC	CITY OF SANTA CLARA	RCP	REINFORCED CONCRETE PIPE
DI	DRAIN INLET	ROW	RIGHT OF WAY
DW	DRIVEWAY	RW	RECLAIMED WATER
DS	DRAINAGE STRUCTURE	S	SLOPE
E	ELECTRICAL	SD	STORM DRAIN
EX	EXISTING	SS	SANITARY SEWER
FH	FIRE HYDRANT	SSCO	SANITARY SEWER CLEAN-OUT
FNC	FENCE	STA	STATION
G	GAS	STD	STANDARD
HDPE	HIGH DENSITY POLYETHYLENE	TC	TOP OF CURB
INV	INVERT	VCP	VITRIFIED CLAY PIPE
JT	JOINT TRENCH	VERT.	VERTICAL
LF	LINEAR FEET	W	WATER
MH	MANHOLE	WV	WATER VALVE

GENERAL NOTES

- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY'S STANDARD DETAILS, CITY OF SANTA CLARA STANDARD SPECIFICATIONS, AND GENERAL REQUIREMENTS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE APPROPRIATE UTILITY AGENCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY OWNERS 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY. CONTACT UNDERGROUND SERVICE ALERT (USA) AT 800-642-2444.
- ALL SIDEWALK, CURB, AND GUTTER SHALL BE REMOVED AND REPLACED TO THE NEAREST SCORE MARK OR AS DIRECTED BY THE ENGINEER. INSTALLATION OF NEW SIDEWALK, CURB AND GUTTER AGAINST EXISTING IMPROVEMENTS SHALL REQUIRE A SIDEWALK CONTACT JOINT (DOWELS REQUIRED).
- UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER IN THE FIELD, AT EACH LOCATION WHERE NEW CURB/GUTTER IS TO BE INSTALLED ON AN EXISTING STREET (DRIVEWAY INSTALLATION, CURB RAMP INSTALLATION, CURB FACE DRAINAGE INSTALLATION, ETC.) PAVEMENT RECONSTRUCTION SHALL BE REQUIRED. AN 18-INCH WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED ALONG THE ENTIRE LENGTH OF CURB/GUTTER INSTALLATION. REMOVAL DEPTH (SAW CUTS REQUIRED) SHALL BE TO THE BASE MATERIAL ON STREETS WITH A.C. OR P.C.C. PAVEMENT FOUR (4) INCHES OR LESS IN THICKNESS. REMOVAL DEPTH SHALL BE TWO INCHES MINIMUM ON STREETS WITH A.C. (GRIND) / P.C.C. (SAW CUT) PAVEMENT THICKNESS GREATER THAN FOUR (4) INCHES. REPLACE WITH A.C. PAVEMENT.
- SLURRY SEAL SHALL BE REQUIRED ON ALL NEW STREET PAVEMENT FOR TRENCH WORK, POTHOLES, AND STREET WIDENINGS. SLURRY SEAL SHALL EXTEND TWELVE INCHES BEYOND THE LIMIT OF PAVEMENT RECONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY, BY CIRCULAR, ALL BUSINESS ESTABLISHMENTS AND RESIDENCES LOCATED IN AREAS AFFECTED BY THE WORK AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO START OF CONSTRUCTION. CIRCULAR SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
- ALL SURPLUS AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM PUBLIC RIGHT-OF-WAY.
- CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL AND KEEP MUD AND DEBRIS OFF THE PUBLIC RIGHT-OF-WAY AT ALL TIMES.
- ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL D.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHIELDING DESIGN AND INSTALLATION.
- EXISTING UTILITIES SHOWN ARE BASED UPON RECORD INFORMATION AND ARE APPROXIMATE IN LOCATION AND DEPTH. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES THAT MAY BE AFFECTED BY NEW FACILITIES IN THIS CONTRACT. VERIFY ACTUAL LOCATION AND DEPTH, AND REPORT POTENTIAL CONFLICTS TO THE ENGINEER PRIOR TO EXCAVATING FOR NEW FACILITIES.
- CONTRACTOR SHALL PERFORM HIS CONSTRUCTION AND OPERATION IN A MANNER, WHICH WILL NOT ALLOW HARMFUL POLLUTANTS TO ENTER THE STORM DRAIN SYSTEM. TO ENSURE COMPLIANCE, THE CONTRACTOR SHALL IMPLEMENT THE APPROPRIATE BEST MANAGEMENT PRACTICE (BMP) AS OUTLINED IN THE BROCHURES ENTITLED "BEST MANAGEMENT PRACTICE FOR THE CONSTRUCTION INDUSTRY" ISSUED BY THE SANTA CLARA VALLEY NONPOINT SOURCE POLLUTION CONTROL PROGRAM, TO SUIT THE CONSTRUCTION SITE AND JOB CONDITION.
- OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT IN THE PUBLIC RIGHT-OF-WAY SHALL NOT BE PERMITTED, EXCEPT AT LOCATION(S) APPROVED BY THE CITY TRAFFIC ENGINEER.
- ALL SANITARY SEWER AND/OR STORM DRAIN LINES TO BE ABANDONED SHALL BE FILLED WITH SAND OR CONTROL DENSITY FILL (CDF) AND PLUGGED AT EACH END WITH A 6" THICK WALL OF CLASS "A" PCC.
- UNLESS OTHERWISE NOTED, CLASS 2 A.B. UNDER CURB, GUTTER, AND STREET SECTIONS PAVED WITH ASPHALT CONCRETE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION (MINIMUM).
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN CONFORMANCE WITH THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION. SUBMIT TRAFFIC CONTROL PLAN PRIOR TO CONSTRUCTION.



ENGINEERING DEPARTMENT

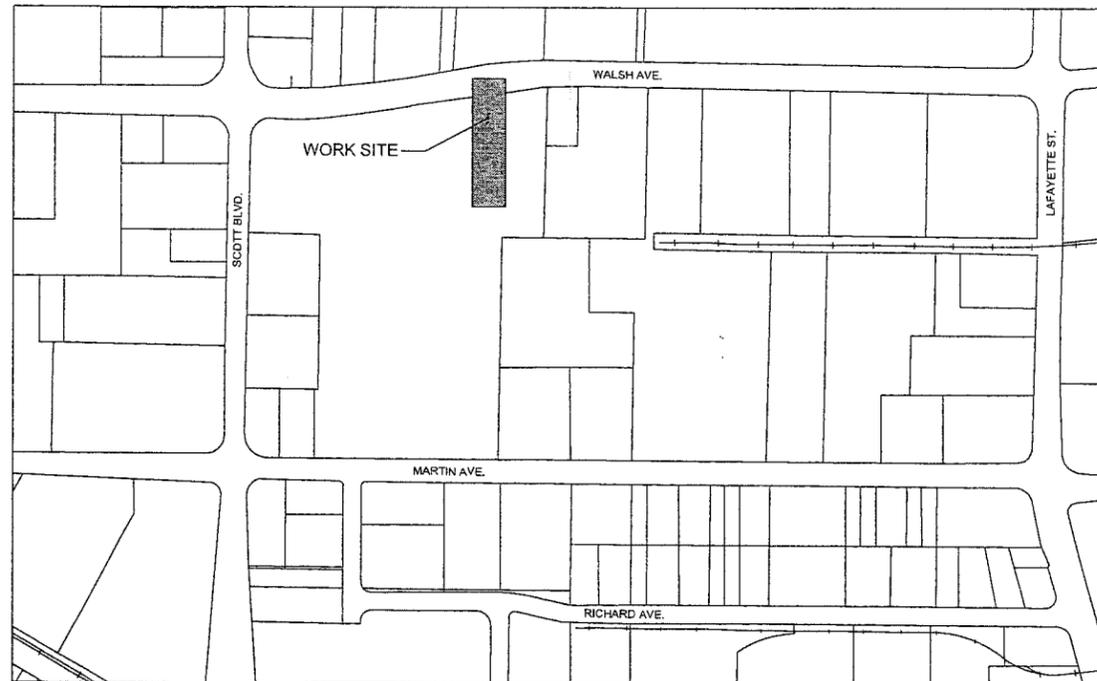
**PLANS FOR THE CONSTRUCTION OF
STREET CORPORATION YARD BUNKER
WASH AREA SEWER LINE
1700 WALSH AVENUE**

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SEWER CONNECTION PLAN AND PROFILE

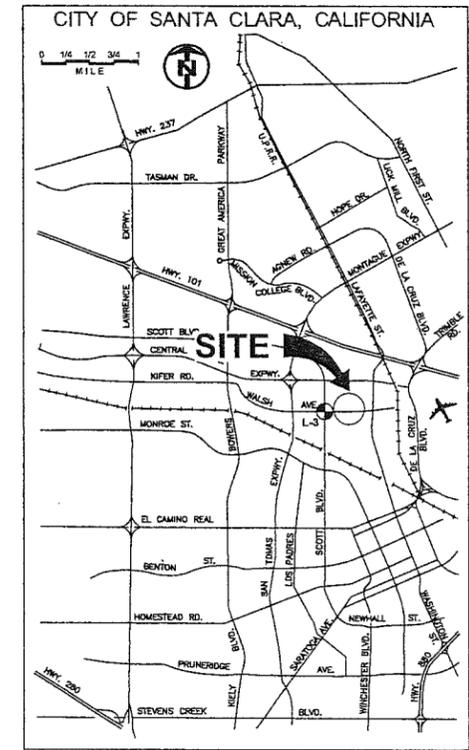
CITY STANDARD DETAIL (2013)

- DS-1: MANHOLE
- MI-3: CONCRETE SADDLE UPPER PIPE INSTALLATION
- MI-4: CONCRETE SADDLE LOWER PIPE INSTALLATION
- SS-1: 4" & 6" SANITARY SEWER CLEAN-OUT



LOCATION MAP

N.T.S.



VICINITY MAP

N.T.S.

⊕ BENCH MARK: L-3 ELEV. = 43.82 FEET (2011 DATUM) NAVD88

WALSH AVENUE & SCOTT BOULEVARD, SOUTHEAST CORNER, TOP OF LETTER "C" IN WORD "CLARA" ON TOP OF CATCH BASIN HOOD. (SET 1999)

APPROVED BY:

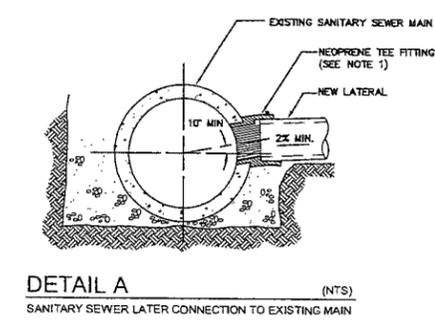
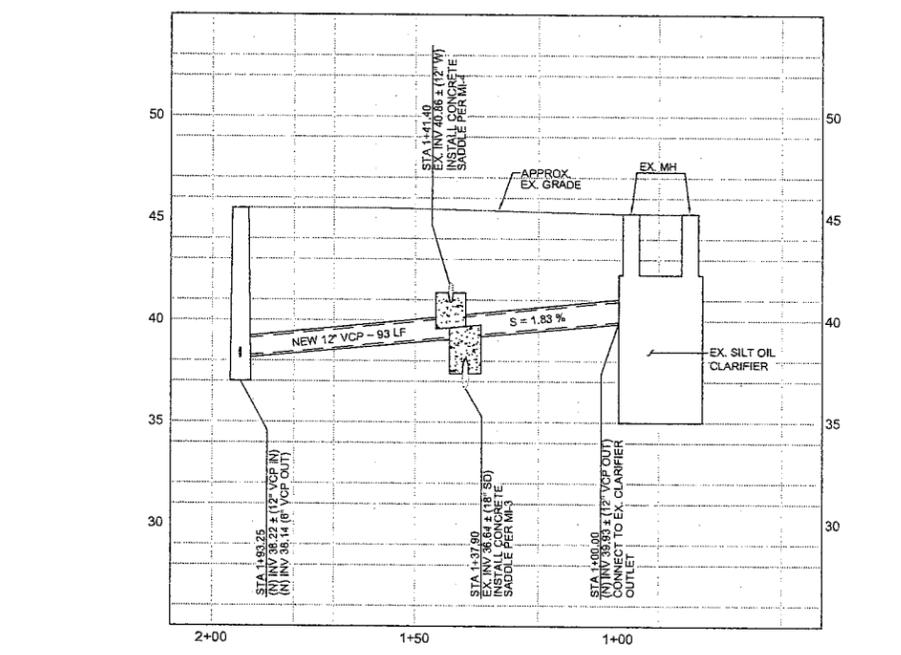
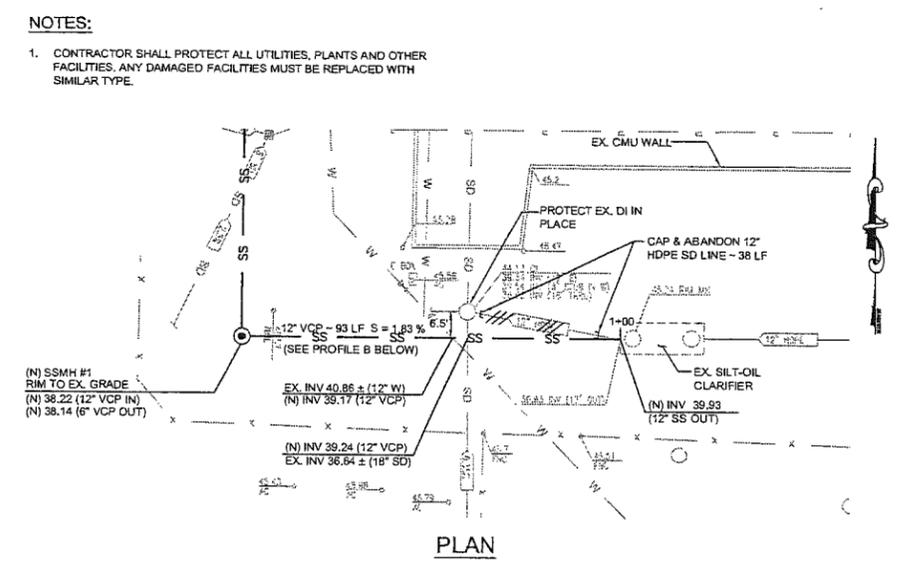
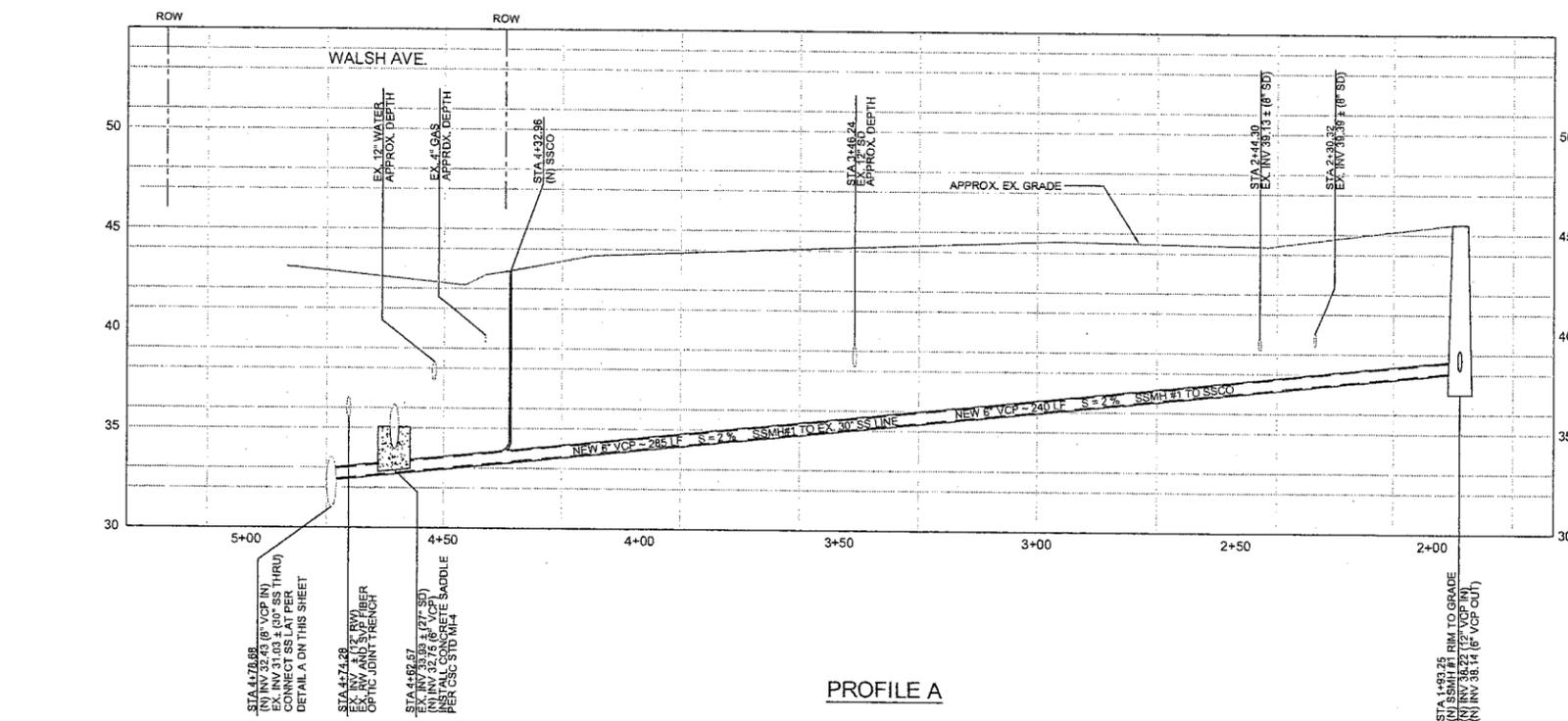
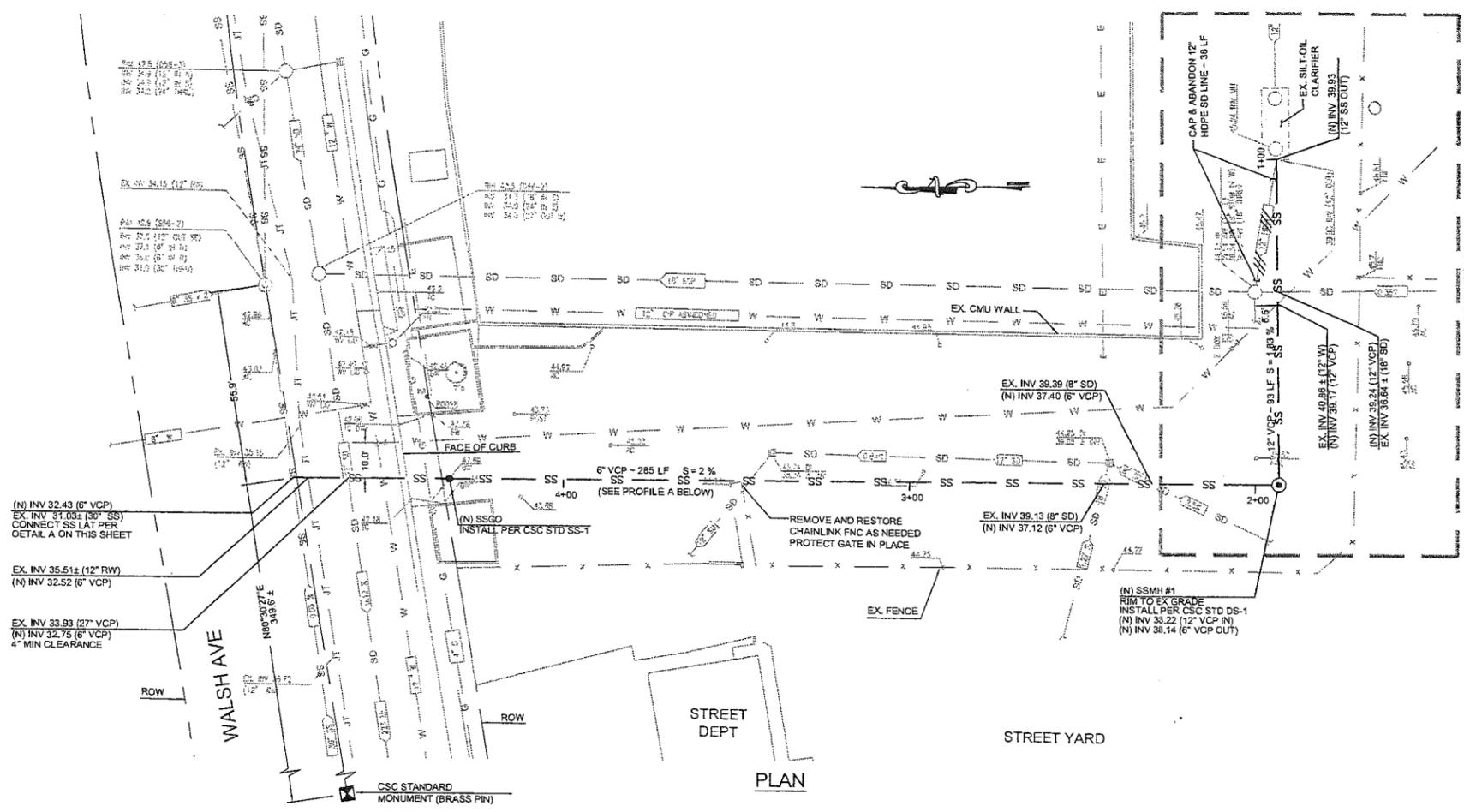
RAJEEV BATRA _____ DATE: _____
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
R.C.E. No. 37877 EXP. 03-31-2015

REVIEWED BY:

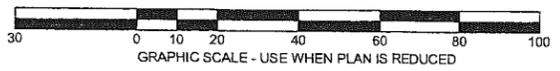
WATER AND SEWER UTILITIES DEPARTMENT _____ DATE: _____
STREET MAINTENANCE _____ DATE: _____
DESIGN DIVISION _____ DATE: _____
ELECTRIC DEPARTMENT _____ DATE: _____

**STREET CORPORATION YARD BUNKER WASH AREA
SEWER LINE**

PROJECT No. CE	13-14-07	TRACING No.	
ACCOUNT No.	534-4443-87010-6054	12,009-D	
		SHEET	1 OF 2



- NOTES:
1. SYNTHETIC RUBBER CONNECTION FITTING WITH WEDGED INSERT AND MECHANICALLY TIGHTENED STAINLESS STEEL BAND HOLE TO BE CALLED WITH A POWER DRIVEN CUTTER PRODUCING A SMOOTH SURFACE ("LAT-TITE" OR APPROVED EQUAL).
 2. IF THE SANITARY SEWER MAIN IS NOT IN SOUND CONDITION, THE ENTIRE SECTION OF THE MAIN SHALL BE REMOVED AND REPLACED, AND THE LATERAL SHALL BE CONNECTED PER CITY STANDARD DETAIL SS-2.



PROJECT No. CE 13-14-07	CITY OF SANTA CLARA ENGINEERING DEPARTMENT			APPROVED BY
ACCOUNT No. 534-4443-87010-6054	STREET CORPORATION YARD BUNKER WASH AREA			TITLE
DATE	No.	REVISION	BY	DATE
				R.C.E. No.
				DESIGNED BY
				INITIAL
				DATE
				Survey No.
				TRACING No.
				DRAWN BY
				INITIAL
				DATE
				Survey No.
				CHECKED BY
				INITIAL
				DATE
				Survey No.
				AS BUILT BY
				DATE
				Survey No.
				SHEET 2 OF 2

HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 4'

12,009-D

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-6



Date: March 5, 2014
To: City Manager for Council Action
From: Director of Parks and Recreation
Subject: Request to Accept Donation of \$300 – Fidelity Charitable grant through the recommendation of the Chad & Kendra Olson Giving Fund

EXECUTIVE SUMMARY:

Chad L. Olson has recommended a donation \$300 to help fund the restoration and education project of Ulistac Natural Area.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this donation will provide \$300 to help fund the restoration of Ulistac Natural Area.

ECONOMIC/FISCAL IMPACT:

Approval of this donation will provide \$300 to help fund the restoration of Ulistac Natural Area.– account (532-1132-59650-3140).

RECOMMENDATION:

That the Council accept the donation from the Chad & Kendra Olson Giving Fund in the amount of \$300 to help fund the restoration and education project of Ulistac Natural Area and authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager.

James F. Teixeira
Director of Parks and Recreation

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report: None.

I:\Parks\Agendas\Donation\2014\Chad L. Olson - Ulistac 14.doc

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-7 ✓



Date: March 31, 2014

To: City Manager for Council Action

From: Director of Parks & Recreation

Subject: Request to Approve and Accept a Donation of two Koala Kare Changing Stations from the Santa Clara Swim Club for installation at the Mary Gomez Pool locker rooms

EXECUTIVE SUMMARY:

The Santa Clara Swim Club Board of Directors has offered to donate two Koala Kare Changing Stations valued at \$596.19 for installation at the Mary Gomez Pool locker rooms. These changing stations are horizontal baby changing stations that are wall mounted. Staff recommends approval of the donation.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this donation will provide, at no cost to the City, two baby changing stations for the Mary Gomez Pool locker rooms. The changing stations will make it easier for parents/guardians to change their infants when utilizing the Mary Gomez Pool.

ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense to install.

RECOMMENDATION:

That the Council:

1. Approve and accept a donation valued at \$596.19 for two Koala Kare Changing Stations from the Santa Clara Swim Club (532-1133-59650-3176); and
2. Authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager.



James Teixeira
Director of Parks & Recreation

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report: None

E:\Parks\Agendas\Donation\2014\Santa Clara Swim Club Koala Kare Changing Stations 14.doc



Date: March 31, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject:

Adoption of Resolutions for the 2121 Laurelwood Road U-Haul Center Project located at 2121 Laurelwood Road to:

- 1) Adopt the Mitigated Negative Declaration and Mitigation Monitoring or Reporting Program
- 2) Approve a rezoning from Planned Development (PD) to Light Industrial (ML) to allow conversion and expansion of an existing legal nonconforming commercial warehouse use to a self-storage facility; and
- 3) Approve a Use Permit to allow outdoor vehicle storage and leasing in conjunction with a reduced minimum on-site parking requirement, subject to conditions (CEQ2013-01164 / PLN2013-09776).

EXECUTIVE SUMMARY:

On March 25, 2014, the City Council reviewed the 2121 Laurelwood Road U-Haul Center Project at a noticed public hearing. The project is the conversion and expansion of an existing furniture retail warehouse to a self-storage and vehicle rental facility on a property zoned Planned Development (PD) for an office and retail development and requires rezoning of the project site Light Industrial (ML) to allow the stated use. A Use Permit is included as part of the project proposal to allow outdoor storage and display of U-Haul vehicles and equipment and to provide customer and employee parking commensurate with the limited parking demand of the proposed use.

Following review and consideration of the staff report and public testimony on the project, the City Council voted 7-0-0-0 to approve the project subject to the conditions attached to the staff report and the following added conditions:

P11. U-Haul/property owner shall maintain a cooperative parking agreement with the abutting hotel consistent with historical practices. The arrangement shall be formalized with an application to the City for an Off-Site Parking Permit to allow Biltmore Hotel use of vacant U-Haul parking spaces on the project site for overflow parking by hotel guests.

The Council directed the City Manager to prepare resolutions for adoption by Council to approve the rezoning and Use Permit applications. Attached are the requested resolutions in addition to the resolution recommending Council adoption of the Mitigated Negative Declaration and Mitigation Monitoring or Reporting Program for the Project.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Adoption of the resolutions will allow the applicant to proceed and submit the project for plan check review and permit issuance.

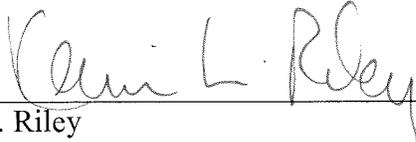
ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:

That the Council adopt Resolutions for the 2121 Laurelwood Road U-Haul Project located at 2121 Laurelwood Road to:

- 1) Adopt the Mitigated Negative Declaration and Mitigation Monitoring or Reporting Program;
- 2) Approve a rezoning from Planned Development (PD) to Light Industrial (ML) to allow conversion and expansion of an existing legal nonconforming commercial warehouse use to a self-storage facility; and
- 3) Approve a Use Permit to allow outdoor vehicle storage and leasing in conjunction with a reduced minimum on-site parking requirement, subject to conditions.



Kevin L. Riley
Director of Planning and Inspection

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) ***Resolution Adopting Mitigated Negative Declaration and Mitigation Monitoring or Reporting Program***
- 2) ***Resolution Recommending Council Approval of Rezone***
- 3) ***Resolution Recommending Council Approval of Use Permit***

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, ADOPTING A MITIGATED NEGATIVE
DECLARATION, MAKING FINDINGS WITH RESPECT
THERETO, AND ADOPTING A MITIGATION
MONITORING OR REPORTING PROGRAM FOR THE
PROJECT LOCATED AT 2121 LAURELWOOD ROAD,
SANTA CLARA**

SCH# 2013112035
CEQ2013-01164 (Mitigated Negative Declaration)
PLN2013-09776 (Rezone and Use Permit)

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Jim Lorimer, on behalf of Amerco Real Estate Co. (“Applicant”) made an application to convert and expand an existing retail warehouse to a self-storage and vehicle rental facility on a 7.02 acre site located at 2121 Laurelwood Road, entitled for a office and retail development, which is currently occupied by a 201,275 square foot two-story building, paved parking area, and landscaping (“Project Site”);

WHEREAS, the Applicant proposes to rezone the Project Site from Planned Development (PD) to Light Industrial (ML) to allow use of the property as a self-storage warehouse with ancillary sales of moving supplies and a Use Permit to allow outdoor storage and lease of U-Haul vehicles at a reduced parking standard commensurate with the limited parking demand of the proposed use on the Project Site, as shown on the Development Plans attached hereto and incorporated herein by reference;

WHEREAS, the Project will include adoption of this California Environmental Quality Act (“CEQA”) Resolution No. _____ (“City Council Rezoning Resolution”); Resolution No. _____ (“City Council Zoning Resolution”) and Resolution No. _____ (“City Council Use Permit Resolution”);

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), and the regulations implementing the Act, specifically 14 Cal. Code of Regs § 15070, this project was determined after an Initial Study to identify potentially significant effects on the environment which could be avoided with the implementation of mitigation measures, resulting in the drafting of a Mitigated Negative Declaration (“MND”);

WHEREAS, in conformance with CEQA, the MND was noticed and circulated for a 30-day public review period to the State Office of Planning and Research, Santa Clara County Clerk’s Office, interested parties, and property owners within 500 feet of the Project Site, from November 18, 2013 to December 18, 2013, and during that period one agency comment letter was received;

WHEREAS, the City Council has reviewed the MND prepared for the Project, City Staff reports pertaining to the MND and all evidence received at a duly noticed public hearing on March 25, 2014. All of these documents and evidence are herein incorporated by reference into this Resolution;

WHEREAS, all potentially significant environmental effects associated with the Project can either be substantially lessened or avoided through the inclusion of mitigation measures proposed in the MND; and

WHEREAS, the City Council, in reviewing the Project as proposed, intends to adopt all mitigation measures set forth in the MND.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. The City Council hereby finds that the MND has been completed in compliance with CEQA.

3. The City Council hereby finds, pursuant to California Code of Regulations, Title 14, Section 15074, that the Council has reviewed and considered the information and analysis contained in the MND before making its determination, that there is no substantial evidence that the Project will have a significant effect on the environment, and that the MND reflects the Council's independent judgment and analysis, and hereby adopts the MND.

4. The City Council finds, that the proposed mitigation measures described in the MND are feasible, and therefore will become binding upon the City and affected landowners and their assigns or successors in interest when the Project is approved.

5. Pursuant to California Code of Regulations, Title 14, Section 15074(c), the City Council hereby designates the Director of Planning and Inspection as the Custodian of Records for the Project, and the Planning and Inspection Division at City Hall, 1500 Warburton Avenue, Santa Clara, California, is the location of the documents and other material that constitute the record of proceedings upon which this decision is based;

6. In order to comply with Public Resources Code Section 21081.6, the City Council hereby adopts the Mitigation Monitoring or Reporting Program (MMRP) as attached and referenced herein. The Program is designed to ensure that, during project implementation, the City, affected landowners, their assigns and successors in interest and any other responsible parties comply with the feasible mitigation measures identified. The MMRP identifies, for each mitigation measure, the party responsible for implementation.

7. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be

unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

8. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST:

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:

1. Mitigation Monitoring or Reporting Program (MMRP)
2. Development Plans

I:\PLANNING\2013\Project Files Active\PLN2013-09776 2121 Laurelwood Rd -UHaul storage\CC\Reso MND Council 31814.doc

MITIGATION MONITORING OR REPORTING PROGRAM

**2121 LAURELWOOD ROAD
U-Haul Center**

CITY OF SANTA CLARA

DECEMBER 2013

P R E F A C E

Section 21081 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring or Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring or reporting program is to ensure compliance with the mitigation measures during project implementation.

The Initial Study concluded that the implementation of the project could result in significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring or Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the Initial Study concluded that the impacts from implementation of the project would be less than significant.

**MITIGATION MONITORING OR REPORTING PROGRAM
2121 LAURELWOOD ROAD U-HAUL CENTER PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<p>AIR QUALITY</p> <p>Construction activities would generate dust and other particulate matter that could impact workers on adjacent properties or guests at the adjacent hotel.</p>	<p><u>MM AIR 1-1:</u> All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</p> <p><u>MM AIR 1-2:</u> All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</p> <p><u>MM AIR 1-3:</u> All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</p> <p><u>MM AIR 1-4:</u> All vehicle speeds on unpaved roads shall be limited to 15 mph.</p> <p><u>MM AIR 1-5:</u> All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</p> <p><u>MM AIR 1-6:</u> Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</p> <p><u>MM AIR 1-7:</u> All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</p>	<p>Prior to and during construction.</p>	<p>Project Applicant</p>	<p>Director of Planning and Inspection</p>

**MITIGATION MONITORING OR REPORTING PROGRAM
2121 LAURELWOOD ROAD U-HAUL CENTER PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
AIR QUALITY Continued				
See previous page	<p><u>MM AIR 1-8:</u> Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</p> <p align="center">Less Than Significant Impact with Mitigation</p>	See previous page	See previous page	See previous page
BIOLOGICAL RESOURCES				
Construction activities associated with the proposed project could result in the loss of fertile eggs, nesting raptors or other migratory birds, or nest abandonment.	<p><u>MM BIO 1-1:</u> Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors in the San Francisco Bay area, extends from February through August.</p> <p><u>MM BIO 1-2:</u> If it is not possible to schedule demolition and construction between September and January, pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the ornithologist will inspect all trees and other possible nesting habitats immediately adjacent to the construction areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with CDFG, will determine the extent of a construction-free buffer zone to be established around the nest, typically 250 feet, to ensure that</p>	Prior to and during construction.	Project Applicant	Director of Planning and Inspection

**MITIGATION MONITORING OR REPORTING PROGRAM
2121 LAURELWOOD ROAD U-HAUL CENTER PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
BIOLOGICAL RESOURCES Continued				
See previous page	raptor or migratory bird nests will not be disturbed during project construction.	See previous page	See previous page	See previous page
The project would result in removal of 13 trees and proposes to plant 19 new trees on-site, seven fewer than required by City of Santa Clara tree preservation policies.	Less Than Significant Impact with Mitigation	Tree planting will occur prior to Certificate of Occupancy.	Project Applicant	Director of Planning and Inspection
CULTURAL RESOURCES				
Subsurface cultural resources could be uncovered during demolition/ construction of the proposed project.	MM CUL-1.1: In the event that prehistoric or historic resources are encountered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped, the Director of Planning and Inspection will be notified, and the archaeologist will examine the find and make appropriate recommendations prior to issuance of building permits. Recommendations could include collection, recordation, and analysis of any significant cultural materials. A report of findings documenting any data recovery during monitoring would be submitted to the Director of Planning and Inspection.	During construction.	Project Applicant	Director of Planning and Inspection
	MM CUL-1.2: In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped. The Santa Clara County Coroner will be notified and shall make a determination as to			

**MITIGATION MONITORING OR REPORTING PROGRAM
2121 LAURELWOOD ROAD U-HAUL CENTER PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
See previous page	<p>whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.</p> <p align="center">Less Than Significant Impact with Mitigation</p>	See previous page	See previous page	See previous page

HAZARDS AND HAZARDOUS MATERIALS				
Implementation of the proposed project could expose construction workers and future on-site maintenance workers to contaminated soil.	<p><u>MM HAZ-1.1</u>: After demolition of parking medians but prior to the issuance of grading permits, shallow soil samples shall be taken in areas where soil will be exposed by the project to determine if contaminated soil from previous agricultural land uses is located on-site with concentrations above established construction/trench worker thresholds. The soil sampling plan must be reviewed and approved by the Santa Clara Fire Chief prior to initiation of work.</p> <p><u>MM HAZ-1.2</u>: Once the soil sampling analysis is complete, a report of the findings will be provided to the Santa Clara Fire Chief, Director of Planning and Inspection, and other applicable City staff for review.</p> <p><u>MM HAZ-1.3</u>: If contaminated soils are found in concentrations above established thresholds a Site Management Plan (SMP) will be prepared and implemented (as outlined below) and any contaminated soils found in concentrations above established thresholds shall be removed and disposed of according to California</p>	Prior to issuance of grading permits.	Project Applicant	<p>Director of Planning and Inspection</p> <p>Santa Clara Fire Department (SCFD)</p>

**MITIGATION MONITORING OR REPORTING PROGRAM
2121 LAURELWOOD ROAD U-HAUL CENTER PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<p>See previous page</p>	<p>HAZARDS AND HAZARDOUS MATERIALS <i>Continued</i></p> <p>Hazardous Waste Regulations. The contaminated soil removed from the site shall be hauled off-site and disposed of at a licensed hazardous materials disposal site.</p> <p>A SMP will be prepared to establish management practices for handling impacted groundwater and/or soil material that may be encountered during site development and soil-disturbing activities. Components of the SMP will include: a detailed discussion of the site background; preparation of a Health and Safety Plan by an industrial hygienist; notification procedures if previously undiscovered significantly impacted soil or free fuel product is encountered during construction; on-site soil reuse guidelines based on the California Regional Water Quality Control Board, San Francisco Bay Region's reuse policy; sampling and laboratory analyses of excess soil requiring disposal at an appropriate off-site waste disposal facility; soil stockpiling protocols; and protocols to manage ground water that may be encountered during trenching and/or subsurface excavation activities. Prior to issuance of grading permits, a copy of the SMP must be approved by the SCCDEH, the City's Director of Planning and Inspection, and the Santa Clara Fire Chief.</p> <p align="center">Less Than Significant Impact with Mitigation</p>	<p>See previous page</p>	<p>See previous page</p>	<p>See previous page</p> <p>Director of Planning and Inspection</p> <p>SCFD</p> <p>Santa Clara County Department of Environmental Health (SCCDEH)</p>

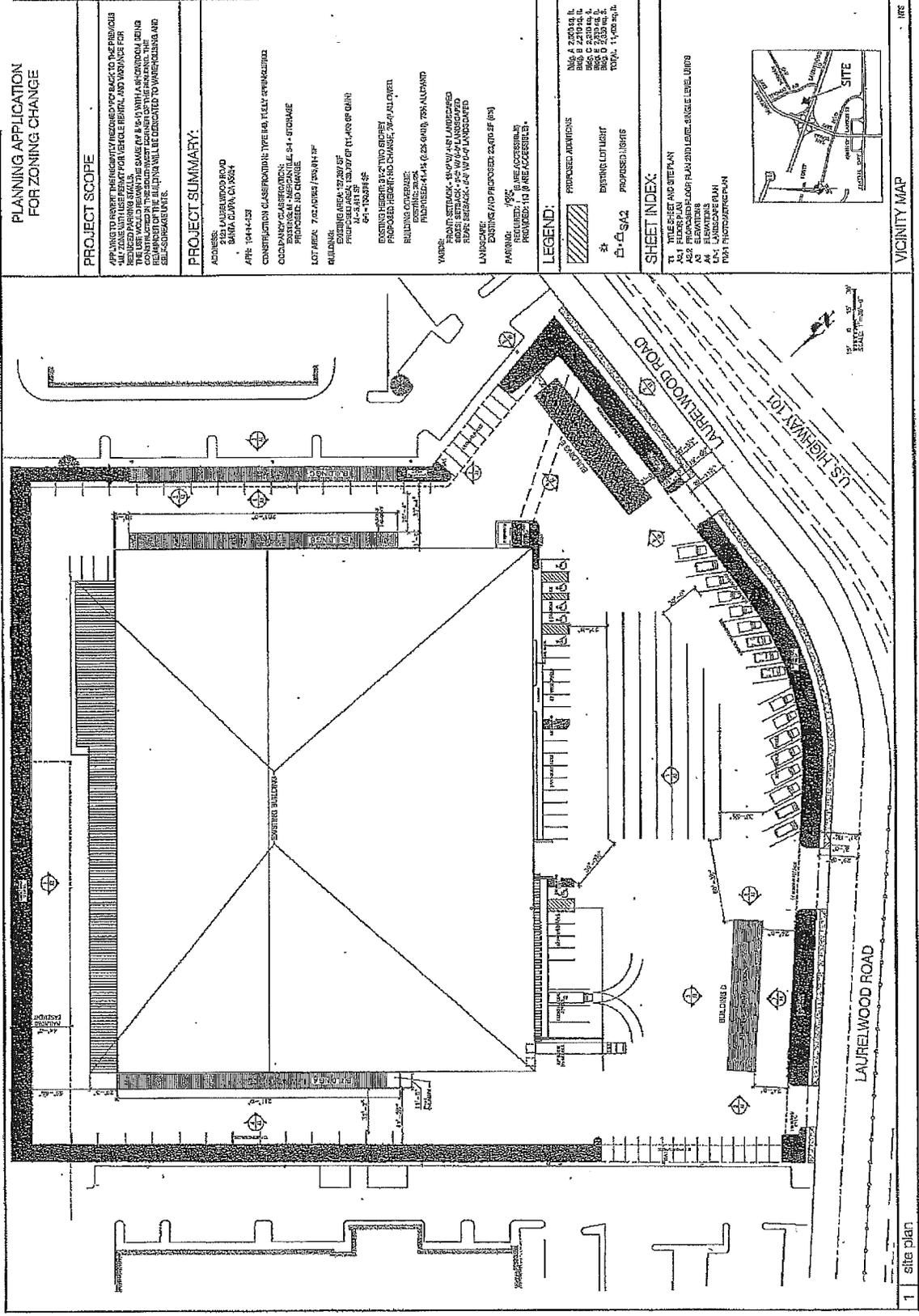
**MITIGATION MONITORING OR REPORTING PROGRAM
2121 LAURELWOOD ROAD U-HAUL CENTER PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
HYDROLOGY AND WATER QUALITY				
Construction activities could temporarily increase pollutant loads in stormwater runoff.	<p><u>MM HYD-1.1:</u> Burlap bags filled with drain rock shall be installed around storm drains to route sediment and other debris away from the drains.</p> <p><u>MM HYD-1.2:</u> Earthmoving or other dust-producing activities shall be suspended during periods of high winds.</p> <p><u>MM HYD-1.3:</u> All exposed or disturbed soil surfaces shall be watered at least twice daily to control dust as necessary.</p> <p><u>MM HYD-1.4:</u> Stockpiles of soil or other materials that can be blown by the wind shall be watered or covered.</p> <p><u>MM HYD-1.5:</u> All trucks hauling soil, sand, and other loose materials shall be required to cover all trucks or maintain at least two feet of freeboard.</p> <p><u>MM HYD-1.6:</u> All paved access roads, parking areas, staging areas and residential streets adjacent to the construction sites shall be swept daily (with water sweepers).</p> <p><u>MM HYD-1.7:</u> Vegetation in disturbed areas shall be replanted as quickly as possible.</p> <p><u>MM HYD-1.8:</u> All unpaved entrances to the site shall be filled with rock to knock mud from truck tires prior to entering City streets. A tire wash system may also be employed at the request of the City.</p> <p><u>MM HYD-1.9:</u> A Storm Water Permit will be administered by the</p>	Prior to, during, and after construction.	Project Applicant	Director of Planning and Inspection Regional Water Quality Control Board

**MITIGATION MONITORING OR REPORTING PROGRAM
2121 LAURELWOOD ROAD U-HAUL CENTER PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
See previous page	<p>RWQCB. Prior to grading, the project proponent will file a Notice of Intent to comply with the General Permit and prepare a SWPPP which addresses measures included in the project to minimize and control construction and post-construction runoff. Measures will include, but are not limited to, the aforementioned RWQCB mitigation.</p> <p><u>MM HYD-1.10</u>: The project proponent will submit a copy of the draft SWPPP to the City of Santa Clara for review and approval prior to start of construction on the project site. The certified SWPPP will be posted at the project site and will be updated to reflect current site conditions.</p> <p><u>MM HYD-1.11</u>: When construction is complete, a Notice of Termination (NOT) for the General Permit for Construction will be filed with the RWQCB and the City of Santa Clara. The NOT will document that all elements of the SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction storm water management plan is in place as described in the SWPPP for the site.</p> <p align="center">Less Than Significant Impact with Mitigation</p>	See previous page	See previous page	See previous page

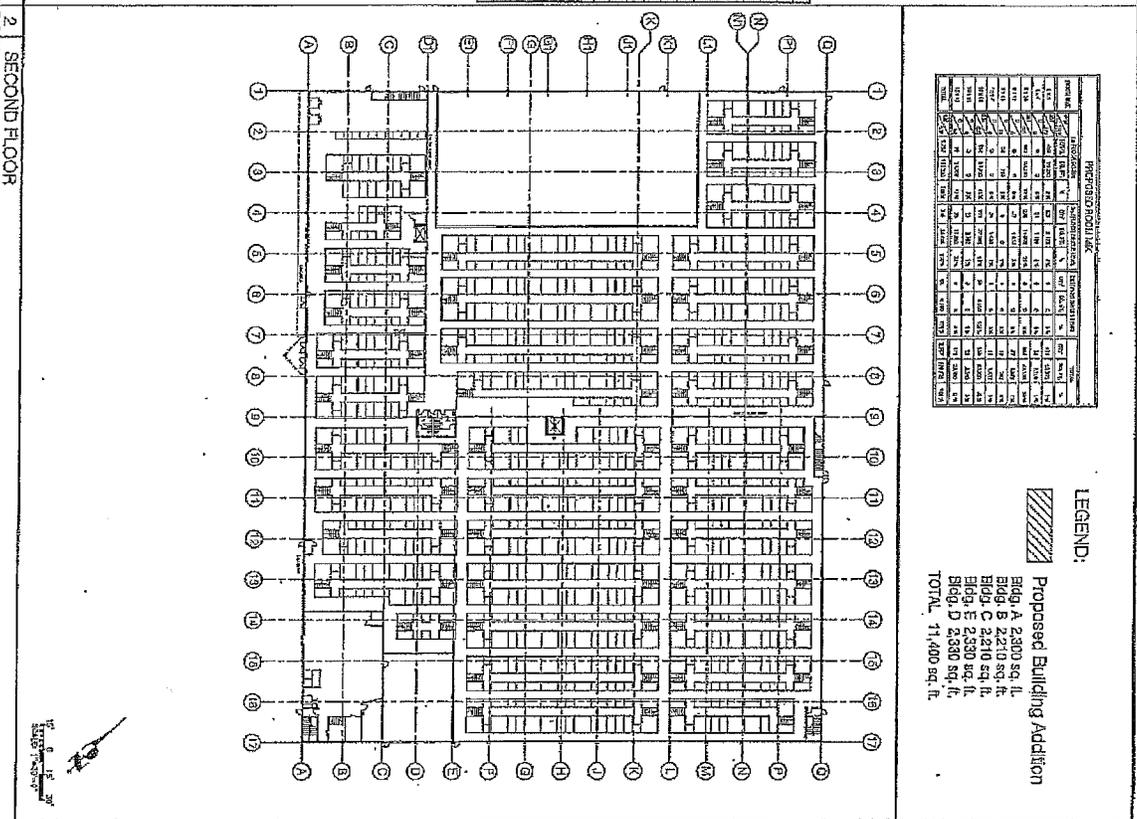
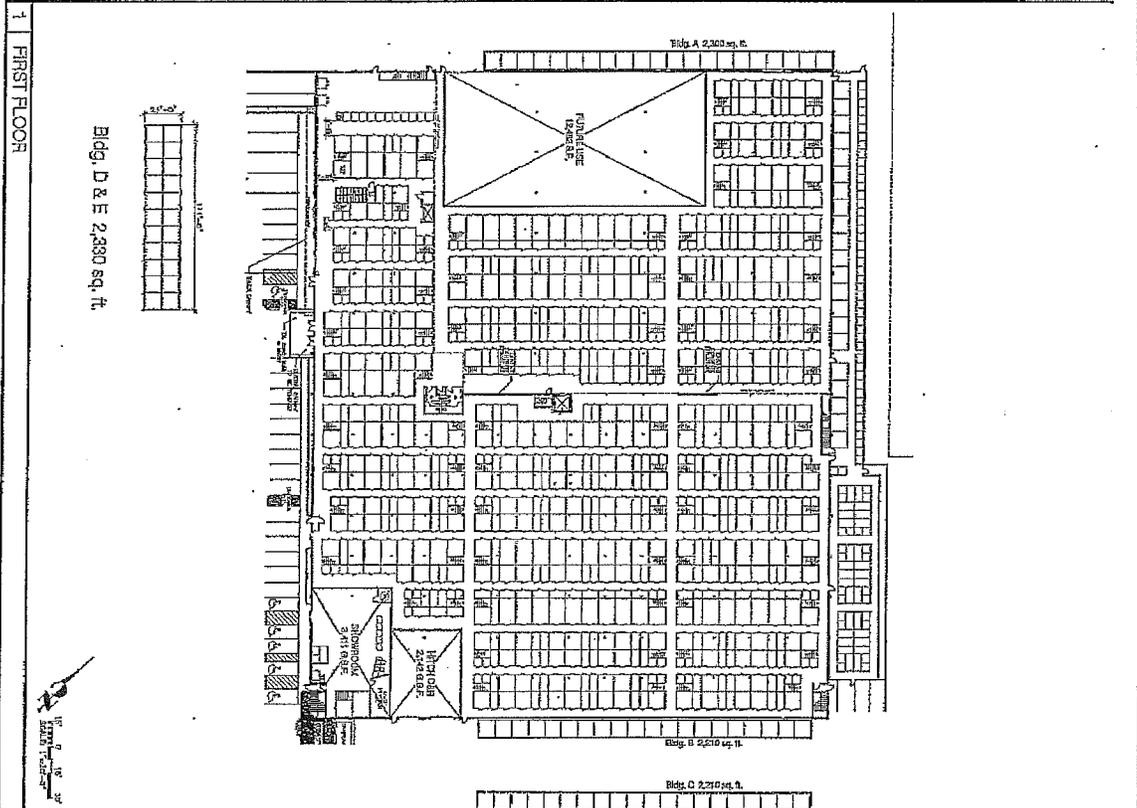
SOURCE: City of Santa Clara, 2121 Laurelwood Road U-Haul Center Initial Study, November 2013.



<p>PROJECT SCOPE</p> <p>APPLICANT TO REVERT THE RIGHT OF WAY BACK TO THE PUBLIC FOR ALL ZONES WITH THE EXCEPT FOR VEHICLE REPAIR AND WASHING FOR THE USE WOULD BE MAIN THE SAME AS A-1 WITH A SECOND FLOOR CONSTRUCTION. THE SECOND FLOOR CONSTRUCTION FOR THE BUILDING. THE CONSTRUCTION WILL BE CONDUCTED TO THREE BUILDING AND SELF-STORAGE UNITS.</p>	
<p>PROJECT SUMMARY:</p> <p>ADDRESS: 101 LAURELWOOD ROAD SANTA CLAY CA 95054</p> <p>APR: 19-14-13</p> <p>CONSTRUCTION CLASSIFICATION: TYPE 6A, FEELY REFINISHED</p> <p>OCCUPANCY CLASSIFICATION: INDUSTRIAL - MEDIUM/INTENSIVE S-1 STORAGE</p> <p>PROPOSED NO CHANGE</p> <p>LOT AREA: 762,400 SQ FT / 17,500 SQ FT</p> <p>BUILDING AREA: 127,307 SQ FT</p> <p>PROPOSED: 127,307 SQ FT (71.4% OF GRI)</p> <p>44-1-100000 SF</p> <p>EXISTING HEIGHT: 28 FT TWO ROBERT</p> <p>PROPOSED HEIGHT: NO CHANGE, 26 FT ALLOWED</p> <p>BUILDING COVERAGE: 16.5%</p> <p>PROPOSED: 16.5% (14,028 SQ FT)</p> <p>FRONT SETBACK: 45 FT (45 FT UNDEVELOPED)</p> <p>REAR SETBACK: 25 FT (45 FT UNDEVELOPED)</p> <p>ROOF SETBACK: 25 FT (45 FT UNDEVELOPED)</p> <p>LANDSCAPE: EXISTING AND PROPOSED 23,000 SF (6%)</p> <p>PARKING: 795</p> <p>PROPOSED: 795</p> <p>PROPOSED: 110 @ ARE ACCESSIBLE</p>	
<p>LEGEND:</p> <p>PROPOSED ADVERTISEMENTS</p> <p>EXISTING LOT LIGHT</p> <p>PROPOSED LIGHTS</p> <p>PROPOSED ADVERTISEMENTS</p> <p>EXISTING LOT LIGHT</p> <p>PROPOSED LIGHTS</p>	
<p>SHEET INDEX:</p> <p>1. TITLE SHEET AND SITE PLAN</p> <p>2. A-1 FLOOR PLAN</p> <p>3. A-2 PROPOSED FLOOR PLAN AND LAYOUT, SINGLE & LEVEL LIVING</p> <p>4. A-3 PROPOSED FLOOR PLAN AND LAYOUT, SINGLE & LEVEL LIVING</p> <p>5. A-4 ELEVATIONS</p> <p>6. A-5 LANDSCAPE PLAN</p> <p>7. A-6 PHOTOGRAPHY PLAN</p>	
<p>VICINITY MAP</p>	

<p>AMERIBOND REGISTERED CONTRACTOR</p> <p>2121 Laurelwood Rd Santa Clara, CA 95054</p> <p>STATE CONTRACTOR TITLE: ARCHITECT SITE PLAN & SITE PLAN</p> <p>887030</p> <p>ISSUED: 11 DATE: 11</p>	
--	--

1 site plan



PROPOSED BUILDING ADDITION

PROPOSED BUILDING ADDITION	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
Bldg. A	2,200	17.5%
Bldg. B	2,210	17.6%
Bldg. C	2,270	18.2%
Bldg. D	2,330	18.7%
Bldg. E	2,330	18.7%
TOTAL	11,400	91.7%

LEGEND:

Proposed Building Addition

Bldg. A 2,200 sq. ft.
 Bldg. B 2,210 sq. ft.
 Bldg. C 2,270 sq. ft.
 Bldg. D 2,330 sq. ft.
 Bldg. E 2,330 sq. ft.
TOTAL 11,400 sq. ft.

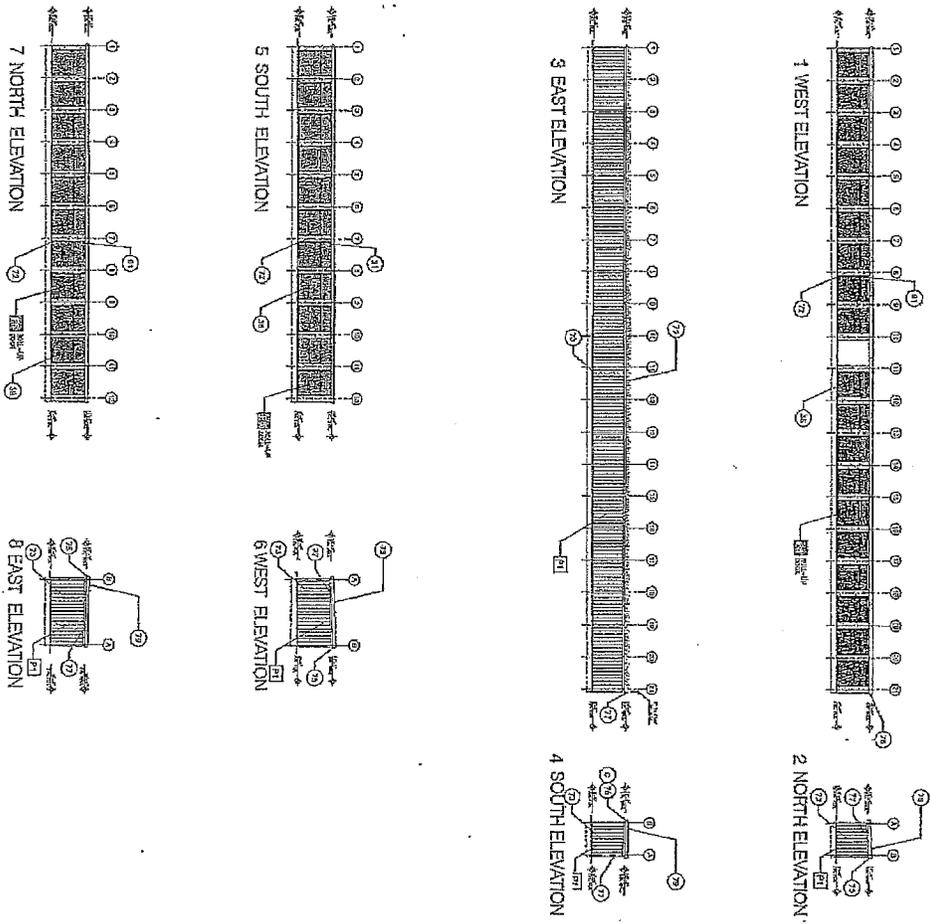
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 WWW.AMERCO.COM

2321 Lambeau Pike
 San Diego, CA 92109
 SHIRT ROOMS
 FLOOR PLAN

887030
 PROJECT # A21
 DATE 08/13/13

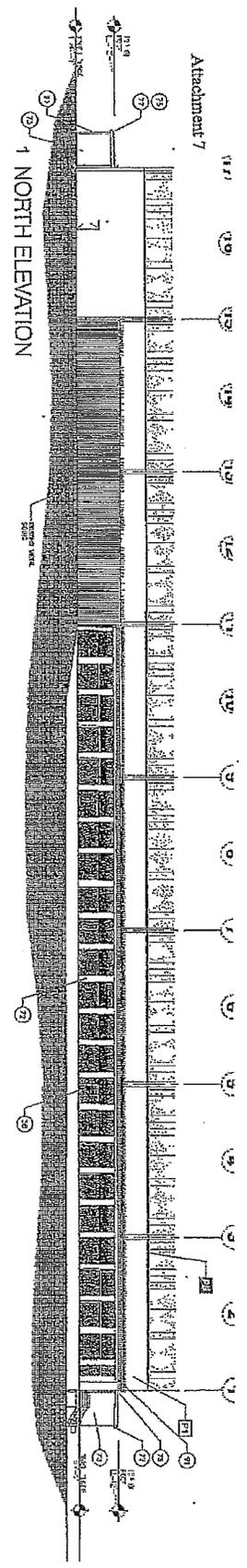
ASSIGNED TO: _____
 APPROVED: _____
 PROFESSIONAL SEAL: _____



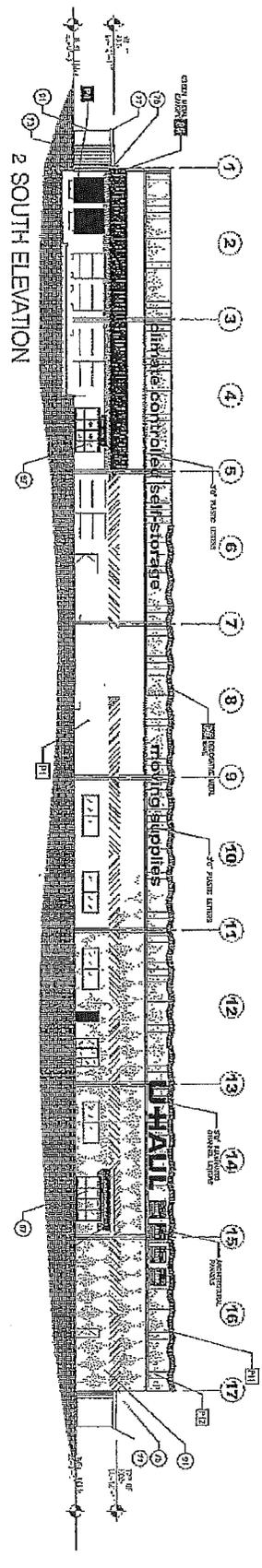
- KEYNOTES**
- 25. HOLD-UP TOPS - SEE NOTE 20.
 - 26. ALUMINUM AND PINE, LIGHT BROWN, FINISH AT EXTERIOR.
 - 27. ALUMINUM AND PINE, LIGHT BROWN, FINISH AT INTERIOR.
 - 28. ALUMINUM AND PINE, LIGHT BROWN, FINISH AT INTERIOR.
 - 29. ALUMINUM AND PINE, LIGHT BROWN, FINISH AT INTERIOR.
 - 30. ALUMINUM AND PINE, LIGHT BROWN, FINISH AT INTERIOR.
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 - 36. ALUMINUM AND PINE, LIGHT BROWN, FINISH AT INTERIOR.
 - 37. ALUMINUM AND PINE, LIGHT BROWN, FINISH AT INTERIOR.
 - 38. ALUMINUM AND PINE, LIGHT BROWN, FINISH AT INTERIOR.
 - 39. ALUMINUM AND PINE, LIGHT BROWN, FINISH AT INTERIOR.

<p>AMERCO COMMERCIAL REAL ESTATE COMPANY</p> <p>24111 Lakeshore Rd San Diego, CA 92131 Phone: (619) 594-1000 Fax: (619) 594-1001 www.amerco.com</p>		<p>PROJECT:</p> <p>DATE:</p> <p>SCALE:</p> <p>PROJECT NO.:</p> <p>PROJECT NAME:</p> <p>PROJECT ADDRESS:</p> <p>PROJECT CITY/STATE:</p> <p>PROJECT ZIP:</p> <p>PROJECT OWNER:</p> <p>PROJECT CONTACT:</p> <p>PROJECT PHONE:</p> <p>PROJECT FAX:</p> <p>PROJECT EMAIL:</p>
<p>887030</p> <p>AM</p>	<p>AMERCO COMMERCIAL REAL ESTATE COMPANY</p> <p>24111 Lakeshore Rd San Diego, CA 92131 Phone: (619) 594-1000 Fax: (619) 594-1001 www.amerco.com</p>	<p>AMERCO COMMERCIAL REAL ESTATE COMPANY</p> <p>24111 Lakeshore Rd San Diego, CA 92131 Phone: (619) 594-1000 Fax: (619) 594-1001 www.amerco.com</p>

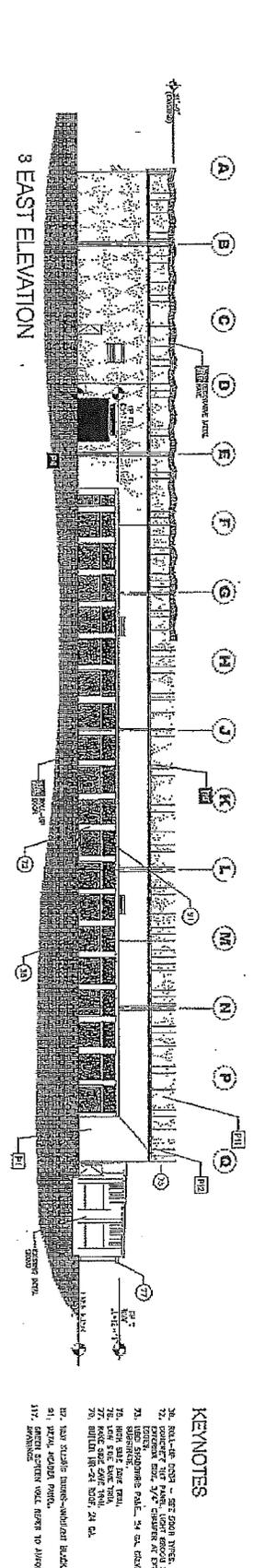
Attachment 7



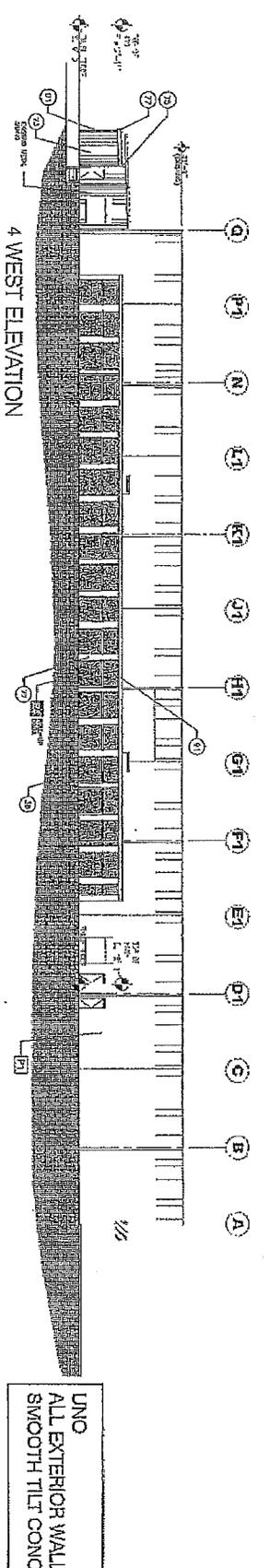
1 NORTH ELEVATION



2 SOUTH ELEVATION



3 EAST ELEVATION



4 WEST ELEVATION

KEYNOTES

- 1. PAINT - SEE SPEC. SECTION 05 11 00
- 2. EXTERIOR WALL - SEE SPEC. SECTION 05 05 00
- 3. EXTERIOR WALL - SEE SPEC. SECTION 05 05 00
- 4. EXTERIOR WALL - SEE SPEC. SECTION 05 05 00
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- 16. EXTERIOR WALL - SEE SPEC. SECTION 05 05 00
- 17. EXTERIOR WALL - SEE SPEC. SECTION 05 05 00

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PAINTS/MATERIALS

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103	Paint	See Spec.
104	Paint	See Spec.
105	Paint	See Spec.

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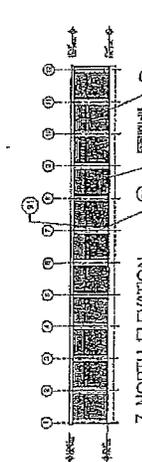
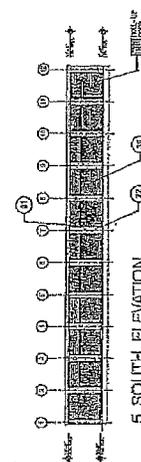
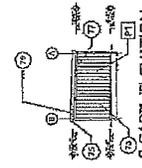
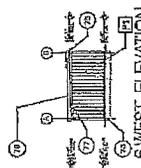
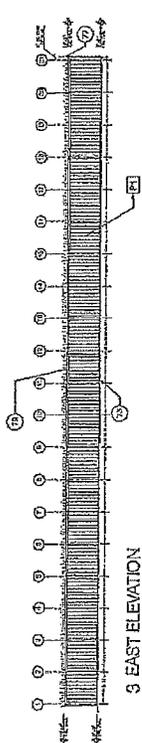
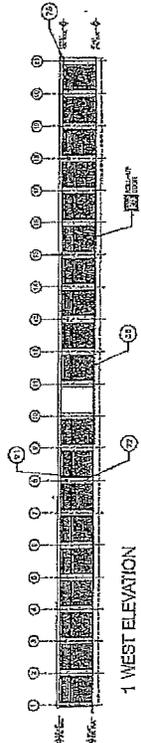
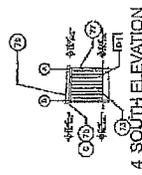
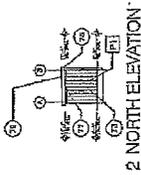
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Attachment 7

KEYNOTES

- 21. WALL-JOB FOOT - SEE FOUNDATION PLAN
- 22. EXTERIOR FINISH - SEE FOUNDATION PLAN
- 23. INTERIOR FINISH - SEE FOUNDATION PLAN
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<p>AMERCO</p> <p>10000 S. CENTRAL AVENUE</p> <p>PHOENIX, ARIZONA 85048</p> <p>TEL: (602) 977-1000</p> <p>FAX: (602) 977-1001</p> <p>WWW.AMERCO.COM</p>	<p>887030</p> <p>PROJECT NO.</p> <p>DATE</p> <p>SCALE</p> <p>BY</p> <p>CHKD</p> <p>APP'D</p>
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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REZONING THE PROPERTY LOCATED AT 2121
LAURELWOOD ROAD, SANTA CLARA, FROM PLANNED
DEVELOPMENT (PD) TO LIGHT INDUSTRIAL (ML)**

SCH# 2013112035
CEQ2013-01164 (Mitigated Negative Declaration)
PLN2013-09776 (Rezone and Use Permit)

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Jim Lorimer, on behalf of Amerco Real Estate Co. (“Applicant”) made an application to convert and expand an existing retail warehouse to a self-storage and vehicle rental facility on a 7.02 acre site located at 2121 Laurelwood Road, entitled for an office and retail development, which is currently occupied by a 201,275 square foot two-story building, paved parking area, and landscaping (“Project Site”);

WHEREAS, the Project Site is currently zoned Planned Development (PD) to allow construction of a mixed-use project consisting of a six-story 218,000 square foot office building, one-story 9,300 square foot amenity building, one-story 4,000 square foot retail building, three-level parking garage and surface parking with a total of 861 parking spaces, landscaping, and site improvements on the Project Site;

WHEREAS, the General Plan land use designation for the Project Site is Low-Intensity Office/Research and Development (R&D) that is intended for campus-like office development at a maximum FAR of 1.0;

WHEREAS, in order to effectuate the development application and its change in use, the Project Site needs to be rezoned to a Light Industrial (ML) Zone to allow use of the property as a self-storage warehouse with ancillary sales of moving supplies and requires a Use Permit to

allow outdoor storage and lease of U-Haul vehicles at a reduced parking standard commensurate with the limited parking demand of the proposed use on the Project Site, as shown on the Development Plans attached hereto and incorporated herein by reference;

WHEREAS, before considering the rezoning of the Project Site, the City Council reviewed and considered the information contained in the Mitigated Negative Declaration (MND) (SCH# 2013112035) and Mitigation Monitoring or Reporting Program (MMRP) for the Project;

WHEREAS, the City Council approved and adopted the MND and the MMRP for the Project;

WHEREAS, pursuant to SCCC Sections 18.112.030 and 18.112.040, the Planning Commission conducted a public hearing on January 15, 2014 and voted (6-0-1-0) to recommend that the City Council adopt the MND and approve the project applications, subject to conditions, and directed staff to prepare resolutions for recommendation of Council approval to rezone the Project Site from PD to ML and approve the Use Permit, subject to conditions, and continued the project to the next scheduled Planning Commission meeting of February 12, 2014;

WHEREAS, the Planning Commission adopted resolutions recommending Council approval to rezone the Project Site from PD to ML and approval of the Use Permit, subject to conditions, at its February 12, 2014 public meeting (6-0-0-1);

WHEREAS, in compliance with SCCC Section 18.112.060, the City posted notice of the public hearing at three locations within three hundred (300) feet of the Project Site a minimum of 10 days before the scheduled Council public hearing date of March 25, 2014;

WHEREAS, notices of the public hearing on the proposed rezoning were also mailed to all property owners located within 500 feet of the Project Site, according to the most recent assessor's roll; and

WHEREAS, on March 25, 2014, the City Council conducted a public hearing to consider the proposed rezoning. At the hearing, the City Council considered the Planning Commission's recommendation, as well as inviting and considering any and all verbal and written testimony offered in favor of and in opposition to the proposed rezoning. The City Council voted (7-0-0-0) to adopt the MND and approve the project applications, subject to conditions, and directed the City Manager to prepare resolutions for Project approval of the rezone from PD to ML and Use Permit, subject to conditions.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby finds that the above Recitals are true and correct and by this reference makes them part hereof.
2. The City Council approves rezoning of the Project Site, as shown on the attached Development Plans, incorporated by this reference, from Planned Development (PD) to Light Industrial (ML) as shown on the attached Development Plans, incorporated by this reference, from PD to ML to allow the conversion and expansion of an existing retail warehouse to a self-storage and vehicle rental facility and construction of three (3) one-story free-standing self storage buildings, surface parking lot improvements to provide a total of 113 parking spaces, and installation of landscaping on the Project Site.
3. Pursuant to SCCC Section 18.112.050, the City Council determines that the following findings exist for approval of the rezoning:
 - A. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the existing PD zoning and entitled office/retail development for the Project Site is not feasible under existing economic conditions in the office

market that is experiencing a surplus of newly constructed and currently vacant office properties. The rezone would allow U-Haul to obtain Use Permit approval and occupy and improve the Project Site with physical investments that would increase property value and benefit the public and the City with added tax revenue.

B. The proposed zone change will not impair the character of the surrounding area in that the Project is limited to minimal physical changes to the Project Site and that all impacts of project development would be mitigated to less than significant with the incorporation of mitigation measures specified in the MND and MMRP for the Project.

C. The proposed zone change is in keeping with the policies, goals, and intent of the City's General Plan for environmental quality, in that reuse of the building would conserve energy, reduce water consumption, decrease a.m. and p.m. peak hour vehicle trips, and minimize construction debris waste.

D. The existing zoning is inappropriate or inequitable in that the Project Site does not allow current use of the building as a furniture retail warehouse and does not allow conversion to a self-storage warehouse and similar use without a rezone of the property to ML and Use Permit to conduct U-Haul self-storage operations with outdoor vehicle storage and leasing.

4. That, based on the findings set forth in this Resolution, the MND Resolution, the evidence in the City Staff Reports, and all evidence presented at the hearing, the City Council hereby rezones the Project Site as set forth herein.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it

would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:

- 1. Conditions of Approval
- 2. Development Plans

I:\PLANNING\2013\Project Files Active\PLN2013-09776 2121 Laurelwood Rd -UHaul storage\CC\Reso Rezone Council 32514.doc

Conditions of Approval

CONDITIONS OF APPROVAL

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

GENERAL

- G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

- A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

PLANNING AND BUILDING INSPECTION

- P1. Submit plans for final architectural review to the Planning Department for Architectural Committee review and approval prior to issuance of building permits. Include color palette and materials board.
- P2. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for Planning Department review and approval prior to the issuance of occupancy and or final building permits. The overlay plan is to show the location of all utilities, storm drains, catch basins, sewer mains, joint trenches, building footprints, driveways, walkways, and trees. Trees are required to be ten (10) feet from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used. If a City approved TRB is used the TRB must be a minimum of five (5) feet from the public water, storm and sewer facility with the tree behind the TRB, and specified on the plan.
- P3. Landscape plan to include type and size of proposed trees. Type and size of tree placement on project site shall be at the direction of the City Arborist and require Planning review and approval. Coordinate with the Street Department and City Arborist for the type, location, installation and maintenance of street trees fronting the project site along the public right-of-way. Installation of root barriers and super-soil may be required with the installation of trees where electric, water and sewer utilities are in proximity.
- P4. Submit a lighting plan, including light fixture details, for Planning Department review and approval.
- P5. It shall be the developer's responsibility through his engineer to provide certification to certify that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and stormwater collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Said certification shall be submitted

Conditions of Approval

- to the City Building Official prior to issuance of building permits.
- P6. The project will be required to comply with the City's Urban Runoff Pollution Prevention Program, including best management practice measures for construction and post-construction activity, including reducing runoff to public storm drain facilities from rooftops and paved surfaces.
- P7. A tree protection plan shall be included with drawings submitted for demolition, grading or other earthwork in the vicinity of existing trees on the site.
- P8. The project shall comply with the mitigation measures identified in the adopted Mitigated Negative Declaration for the proposed project.
- P9. The existing pylon sign at the southeast corner of the project site shall be removed and a separate sign application shall be submitted for City review and approval prior to issuance of building permits.
- P10. The developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Planning and Inspection for review and approval prior to issuance of any demolition or building permit.

ENGINEERING

- E1. Obtain site clearance through Engineering Department prior to issuance of building permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Engineering Department at (408) 615-3000 for further information.
- E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a **Single Encroachment Permit** issued by the City Engineering Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- E3. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.
- E4. Developer to provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas.
- E5. Replace unused driveways with curb, gutter and sidewalk.
- E6. Remove existing driveways and install new ADA compliant driveways per City Standard Detail ST-5.
- E7. Show and comply with City's driveway vision triangle requirements at all driveways.
- E8. Construct a five-foot wide public sidewalk along property's Laurelwood Road frontage. Provide one (1) Class I bike locker per 30 employees or one (1) Class I bike locker per 15,000 sq. ft. of building area whichever is greater, near the building's main entrance or at high visible area.

ELECTRICAL

- EL1. Prior to Electrical Department approval, applicant shall submit a site plan showing all

Conditions of Approval

- existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power will do exact design of required substructures after plans are submitted for building permits.
- EL2. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.
- EL3. Electric service shall be underground. See Electric Department Rules and Regulations for available services.
- EL4. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.
- EL5. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.
- EL6. The developer shall grant to the City, without cost, all easements and/or right-of-way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).
- EL7. If transformer pads are required, City Electric Department requires an area of 17' x 6'2", which is clear of all utilities, trees, walls, etc. This area includes a five (5) foot area away from the actual transformer pad. This area in front of the transformer may be reduced from an eight (8) foot apron to a three (3) foot, providing the apron is back of a five (5) foot minimum wide sidewalk. Transformer pad must be a minimum of ten (10) feet from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.
- EL8. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed.
- EL9. Any relocation of existing electric facilities shall be at Developer's expense.
- EL10. Electric Load Increase fees may be applicable.
- EL11. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).
- EL12. Electrical improvements (including underground electrical conduits along frontage of

Conditions of Approval

properties) may be required if any single non-residential private improvement valued at \$200,000 or more or any series of non-residential private improvements made within a three-year period valued at \$200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).

- EL13. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.
- EL14. Applicant is advised to remain in contact with CSC Electric Department (SVP) to obtain specific electric utility design and construction requirements for all new and relocated on-site SVP facilities.
- EL15. Any encroachments of proposed structures and improvements into electric easements and right-of-ways will require approval from SVP.

WATER

- W1. Existing water service to the site shall be abandoned back to the water main.
- W2. New water services to the site shall be served from the public water main on Laurelwood Road.
- W3. Existing on-site hydrants shall be removed, and water laterals serving those hydrants shall be abandoned.
- W4. Portion of public water main on the property shall remain up to the point where water service to an adjacent property is located. Existing easement for this portion of public water main shall remain.
- W5. Public water main easements for water facilities that are to be abandoned shall be quitclaimed back to property owner.
- W6. All on-site fire hydrants shall be part of a private fire system.
- W7. All landscaping and irrigation systems shall meet water conservation requirements as per City's Rules and regulations for Water Service (Resolution 6390).
- W8. Developer is advised that building height may require pumping to maintain adequate pressure for fire and domestic water.
- W9. All water improvements for this development shall be paid for by the Owner.

FIRE

- F1. State the occupancy classification in accordance with the 2010 California Building Code for each building or areas.
- F2. In new buildings, or buildings expanded by more than 20%, or buildings in which a change in occupancy classification occurs where adequate interior emergency radio communication is not possible, a system or equipment that will provide emergency radio coverage acceptable to the Fire Code Official shall be installed (2007 SCMFE 511.1)
- F3. Private fire hydrants and mains capable of supplying the required fire flow shall be installed when any portion of the building protected is in excess of 150 feet from a water supply, as measured by an approved route around the exterior of the facility or building.

Conditions of Approval

- On-site fire hydrants and mains capable of supplying the required fire flow shall be provided. Fire flow for hydrants shall be in accordance with Appendix B and C of the 2010 CFC. Show all existing and proposed on-site and city fire hydrants on the site plan at time of Building Permit application.
- F4. Smoke detection shall be provided in accordance with Section 907.2.13.1. of the CBC.
- F5. A fire alarm system shall be provided Section 907.2.13.
- F6. Emergency responder radio coverage shall be provided in accordance with Section 510 of the CFC (CBC 403.4.4).
- F7. A passive or active smoke control system or combination thereof shall be provided in accordance with Section 909 of the CFC.
- F8. A standby power system complying with Chapter 27 shall be provided for standby power loads specified in Section 403.4.7.2 of the CFC. If the standby system is a generator set inside a building, the system shall be located in a separate room enclosed with 2-hour fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712 or both.
- F9. Stairway doors other than the exit discharge doors shall be permitted to be locked from the stairway side. Stairway doors that are locked from the stairway side shall be capable of being unlocked simultaneously without unlatching upon a signal from the fire command center. Upon failure of electrical power to the locking mechanism the door shall unlock (CBC 403.5.3).
- F10. Rubbish containers: Containers that are 1.5 cubic yards (40.5 cubic feet) or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings, property lines or combustible roof eave lines unless protected by approved fire sprinklers (2007 CFC 304.3.3). Exceptions may apply. If a roof over the trash enclosure is to be provided, then it shall be of non-combustible construction.
- F11. At the time of permit application, submit a construction “Fire Safety Plan” to the Fire Department for review and approval. The “Fire Safety Plan” shall address fire protection (i.e., access roads, water mains, on-site fire hydrants, fire extinguishers and standpipes) be installed and made serviceable prior to the time of construction. Include in the safety plan the location of fire extinguishers, fire hydrants (public and private), storage of combustible construction materials, propane tanks, and “NO SMOKING” signs. Plus the Safety plan shall address the how the following items will be used: temporary heating devices, temporary electrical wiring, cutting/welding and other open-flame devices. See “Standards for Construction site fire Safety” handout or website at www.unidocs.org/fire.
- F12. At the time of Building Permit application, submit Civil Drawings that denote existing and proposed locations of fire hydrants, underground sectional valves, fire department connections and post indicator valves for fire department review and approval.
- F13. Combustible construction in excess of 100 feet from the street shall not commence until emergency access roads; underground fire service lines and permanent on-site hydrants are in service and have been tested, flushed and approved by the Fire Department.
- F14. Approved fire apparatus access roads shall have a minimum 20-foot width, have a minimum 13 ½-foot vertical clearances and have a minimum 36-foot inside turning radius.
- F15. During construction and until permanent fire-extinguishers have been installed, portable fire extinguishers are required within 50 feet travel distance to any part of the building in

Conditions of Approval

accordance with California Fire Code and the Santa Clara Municipal Fire and Environmental Code.

- F16. High Piled Storage: When installing or modifying a high piled rack storage unit, submit separate plans and fees to the Fire Department for a proposed project which includes Storage in excess of 12 ft in height or storage in excess of 5 ft in height of high hazard materials such as Level II and III aerosols, idle pallets, rubber tires, rolled paper stored on end, plastics, and flammable liquids.
- a) Exception No.1: Wooden pallets stored up to 6 ft in height or plastic pallets up to 4 ft in height with not over four stacks of wooden pallets or two stacks of plastic pallets separated from other stacks by at least an 8-ft aisle. (For heights or quantities exceeding these limits, see NFPA 231, Standard for General Storage.)
 - b) Exception No. 2*: Storage of rubber tires that is incidental to the main use of the building and not more than 2,000 sq. ft. On-tread storage, regardless of piling method, shall not exceed 25 ft. in the direction of the wheel hole. Laced tires in racks shall not exceed 5 ft in height. Storage arrangements that are acceptable as miscellaneous storage are:
 - (1) On floor, on side storage less than 12 ft in height, or
 - (2) On floor, on tread storage less than 5 ft in height, or
 - (3) Double row or multi-row portable or fixed rack storage less than 5 ft in height, or
 - (4) Single row portable or fixed rack storage less than 12 ft in height.
- F17. Water Supply: When a new back flow preventer is installed for an existing fire service an Underground Fire Service permit shall be required (as outlined below). The permit submittal shall include the manufacture's specifications and pressure loss chart for the back flow preventer being installed. If the water meter is installed on the same line, then submit the meter's specification and pressure loss chart as well. Hydraulic calculations shall also be submitted demonstrating that the sprinkler demand and hose allowance still provide a 10% safety margin from what is available for the existing system.
- F18. Required Fire Protections/ Detection Systems and Equipment: Modifications to the existing sprinkler system will require a separate permit to be applied for directly to the Fire Department.
- F19. Construction materials shall not obstruct access roads, access to buildings, hydrants or fire appliances.
- F20. General Permit Storm Water Discharges Associated with Construction Activity-Water Quality through the State (order 99-08-DWQ) shall be adhered to regarding non-point source issues on construction sites. (i.e., prevention of paints, debris, etc. from going down storm drains). The Permit is issued by the State Water Resources Control Board. Information regarding the permit can be found at www.waterboards.ca.gov/stormwtr/index.html.

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- F21. Internal-combustion-powered construction equipment shall be used as follows; (a) Equipment shall not be refueled while in operation, (b) Exhausts shall be piped to the outside of the building.

POLICE

- PD1. The Developer shall provide a minimum average illumination of one-foot candle in parking areas and in all common pedestrian or landscaped areas of the development. The illumination should be deployed in fixtures that are both weather and vandal resistant.
- PD2. All exterior doors should be adequately illuminated at all hours with their own light source.
- PD3. Address numbers shall be clearly visible from the street and shall be a minimum of six (6) inches in height and of a color contrasting with the background material. Numbers shall be illuminated during the hours of darkness. Where multiple units/buildings occupy the same property, unit/building address shall be clearly visible.
- PD4. Any required enclosure (trash area, utility equipment, etc.) if not see through, should be secured and monitored. Any gates or access doors to these enclosures should be locked.
- PD5. Public Safety Radio Systems Guidelines have been established by the City of Santa Clara Police Department for radio signal penetration during emergencies. The Developer is advised that the project may be required to install equipment for adequate radio coverage for the City Of Santa Clara Radio Communications System, including but not limited to Police & Fire emergency services. The Developer should contact the Director of Communications at (408) 615-5571.
- PD6. All business or commercial establishments, of whatever nature, should have a comprehensive internal security plan, tailored to the specific use, and electronic intruder alarm system installed. This should include, but not be limited to, employee security during working hours, after hours security, disaster preparation, etc. Applicants are encouraged to contact the Santa Clara Police Community Services Unit at (408) 615-4859 for assistance.
- PD7. All entrances to parking areas (surface, structure, sub-terranean, etc.) should be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code Section 22658(a) for guidance).

STREET

- ST1. Prior to submitting any project for Street Department review, applicant shall provide a site plan showing all existing trees 4" or larger (measured 30" from grade including size and species), proposed trees (including size and species), existing stormwater drainage facilities, proposed storm water drainage facilities, proposed locations of solid waste containers and, if applicable, a statement on the site plan confirming compliance with Fire Department approved fire apparatus access roads (1998 CFC 902.2.2.1 & 902.2.2.3). Trees are to be noted as to whether they are proposed to be saved or removed. City tree preservation specifications are to be included on all plans where existing trees are to be saved during construction. A copy of these specifications can be obtained from the City Arborist at 408-615-3080.
- ST2.1 Prepare a tree protection plan for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site,

Conditions of Approval

- including adjacent property if impacted.
- ST3. The Developer is to supply and install City street trees per City specifications; spacing, specie, and size (15 gallon minimum) to be determined by City Arborist.
- ST4. No cutting of any part of City trees, including roots, shall be done without following City Tree Preservation Specifications and securing approval and direct supervision from the City Arborist at 408- 615-3080.
- ST5. No cutting of any part of private trees, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).
- ST6. Applicant is advised to contact Street Department to obtain required tree removal permits in the event trees are removed at 408-615-3080 to facilitate plan review.
- ST7. All landscaping and irrigation systems shall meet City standard specifications.
- ST8. If the project involves disturbing a land area of one acre or more, the developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board for coverage under the State Construction General Permit (Order No. 2009-0009-DWQ) prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.
- ST9. Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits. Proposed BMPs shall be submitted to and thereafter reviewed and approved by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
- ST10. An erosion control plan shall be prepared and copies provided to the Planning Division and to the Building Inspection Division for review and approval prior to the issuance of grading permits or building permits that involve substantial disturbance of substantial ground area.
- ST11. The project shall incorporate C3 measures into grading and site design. Identify C3 measures and provide C3 calculations. All proposed storm water treatment vaults shall have internal treated distribution plumbing. No external folding racks are permitted. A Maintenance Agreement for post-construction maintenance of C3 devices/measures shall be required and recorded prior to issuance of building permits.
- ST12. All post construction structural controls, if installed, shall require property owner to execute with City a Stormwater Treatment Measures Inspection and Maintenance Agreement.
- ST13. Decorative water features such as fountains and ponds shall be designed and constructed to drain to sanitary sewer only. No discharges allowed to storm drain.
- ST14. Provide the Street Department with information to evaluate proposed stormwater pollution prevention improvements, if applicable. Applicant to coordinate with Dave Staub of the Street Department at 408-615-3080 prior to re-submittal.
- ST15. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type. Set up meeting with Dave Staub of the Street Department at 408-615-3080 to discuss the requirements.
- ST16. The size and shape of the trash enclosure(s) must be adequate to serve the estimated solid waste and recycling needs and size of the structure, and should be designed and located

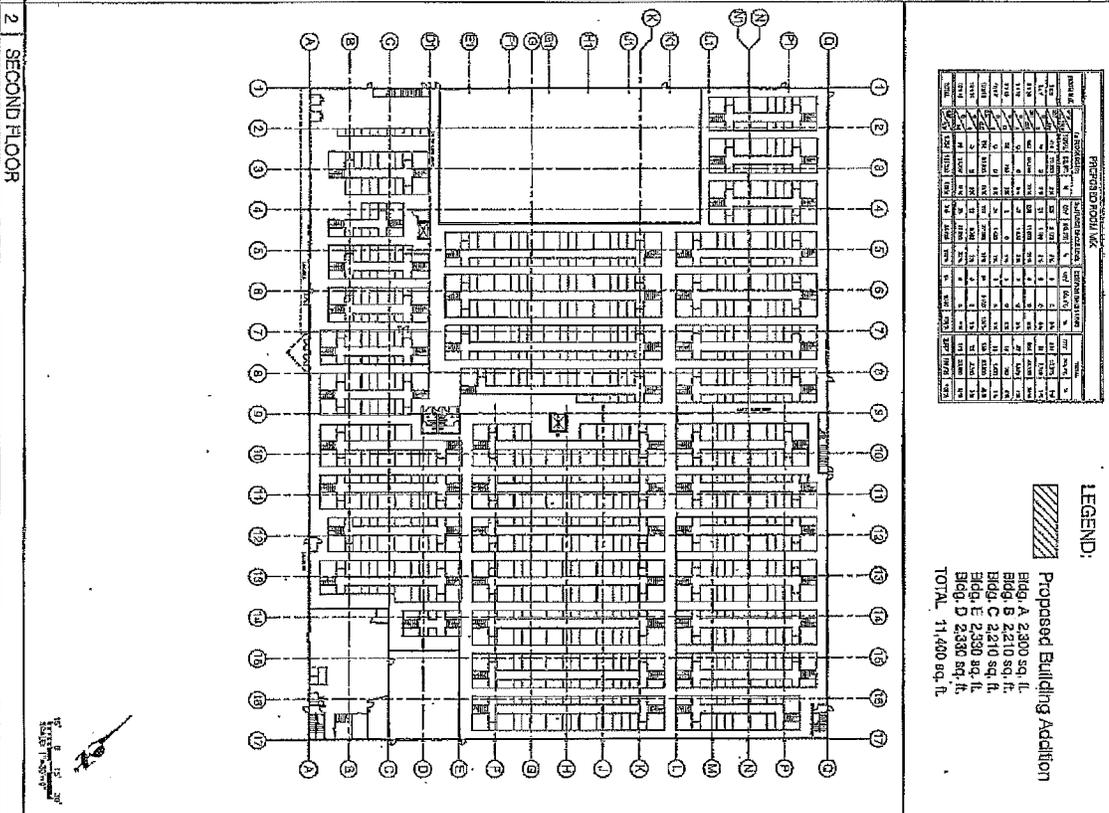
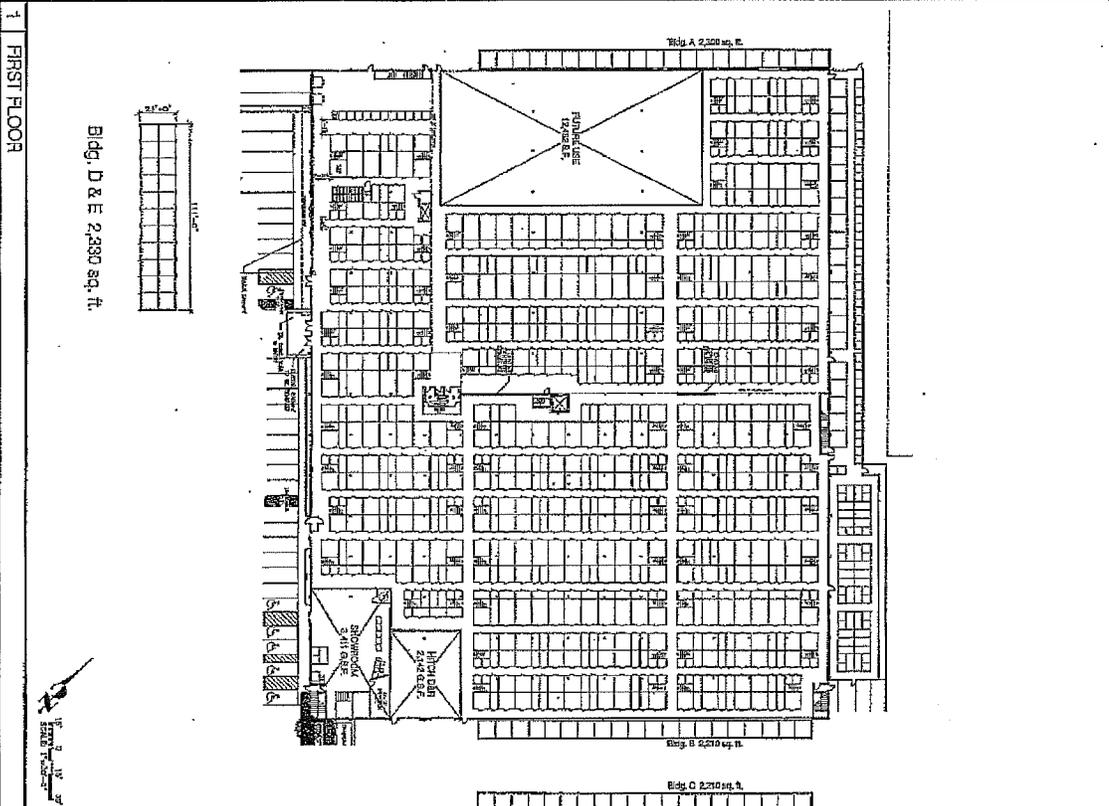
Conditions of Approval

on the property so as to allow ease of access by collection vehicles. As a general rule, the size of the enclosure(s) for the recycling containers should be similar to the size of the trash enclosure(s) provided onsite.

ST17. All trash enclosures should be constructed to drain to the sanitary sewer.

ST18. Applicant to comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) of materials generated for discards by the project during demolition and construction activities. No building, demolition or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. After completion of project, applicant shall submit a construction and demolition debris recycling report as stipulated by ordinance, or be subject to monetary, civil, and/or criminal penalties.

I:\PLANNING\2013\Project Files Active\PLN2013-09776 2121 Laurelwood Rd -UHaul storage\PC\CoA Exhibit.doc



Proposed Building Addition		Total Building Area	
Area	sq. ft.	Area	sq. ft.
Edge A	2,320	Edge A	2,320
Edge B	2,210	Edge B	2,210
Edge C	2,210	Edge C	2,210
Edge D	2,380	Edge D	2,380
Edge E	2,380	Edge E	2,380
TOTAL	11,400	TOTAL	11,400

LEGEND:

 Proposed Building Addition

Bldg. A 2,320 sq. ft.
 Bldg. B 2,210 sq. ft.
 Bldg. C 2,210 sq. ft.
 Bldg. D 2,380 sq. ft.
 Bldg. E 2,380 sq. ft.
TOTAL 11,400 sq. ft.

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AMERCO
 COMMERCIAL REAL ESTATE
 2501 Lombard St.
 Suite 200, Kansas City, MO 64111
 Phone: (816) 252-5599
 Fax: (816) 277-0222
 www.amerco.com

2501 Lombard St.
 Suite 200, Kansas City, MO 64111
 SHEET CONTAINS FLOOR PLAN

PROJECT NO. **887030**

DATE: **12/1**

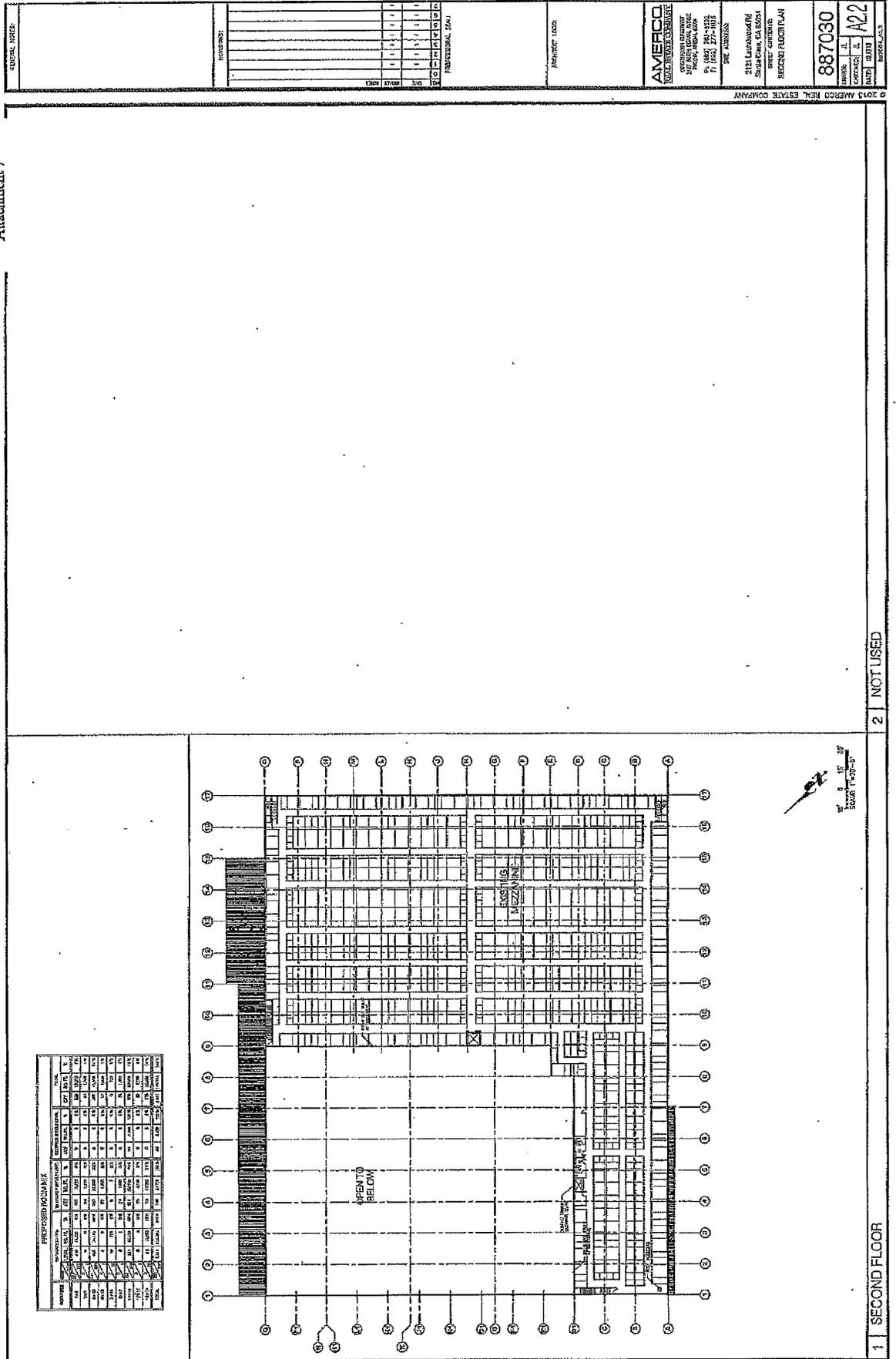
SCALE: **A21**

PROFESSIONAL SEAL

REGISTERED ARCHITECT

DATE: _____

NAME: _____



AMERCO REAL ESTATE COMPANY
 2121 Larkwood Rd
 Suite 200, CA 94024
 (415) 277-1000
 FAX (415) 277-1002

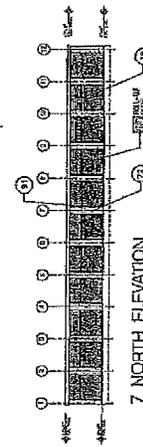
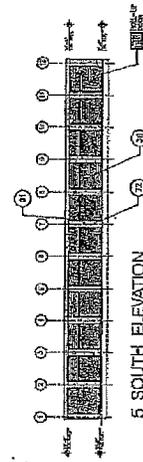
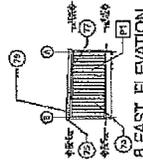
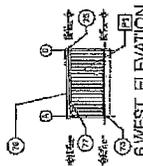
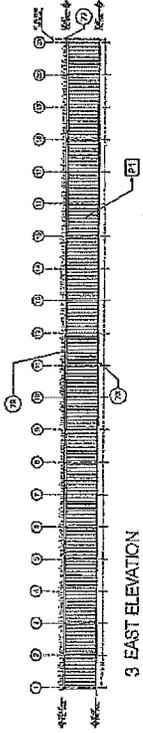
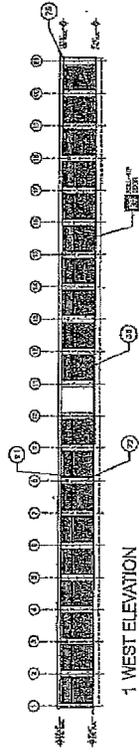
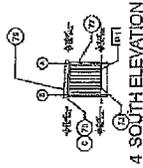
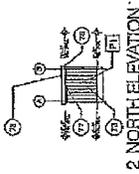
PROJECT NO. 887030
 SHEET NO. A22

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE	TOTAL AREA (SQ. FT.)
1	REAR	1,200	10.0	12,000
2	MEZZANINE	1,500	12.5	13,500
3	OFFICE	2,000	16.7	15,500
4	CONFERENCE	1,000	8.3	16,500
5	RECEPTION	500	4.2	17,000
6	STORAGE	300	2.5	17,300
7	RESTROOM	200	1.7	17,500
8	LOBBY	1,000	8.3	18,500
9	CORRIDOR	1,000	8.3	19,500
10	STAIR	500	4.2	20,000
11	ELEVATOR	200	1.7	20,200
12	MECHANICAL	1,000	8.3	21,200
13	UTILITY	500	4.2	21,700
14	ENTRY	1,000	8.3	22,700
15	REAR	1,200	10.0	23,900
16	MEZZANINE	1,500	12.5	25,400
17	OFFICE	2,000	16.7	27,400
18	CONFERENCE	1,000	8.3	28,400
19	RECEPTION	500	4.2	29,000
20	STORAGE	300	2.5	29,300
21	RESTROOM	200	1.7	30,000
22	LOBBY	1,000	8.3	31,000
23	CORRIDOR	1,000	8.3	32,000
24	STAIR	500	4.2	32,500
25	ELEVATOR	200	1.7	32,700
26	MECHANICAL	1,000	8.3	33,700
27	UTILITY	500	4.2	34,200
28	ENTRY	1,000	8.3	35,200
29	REAR	1,200	10.0	36,400
30	MEZZANINE	1,500	12.5	37,900
31	OFFICE	2,000	16.7	39,900
32	CONFERENCE	1,000	8.3	40,900
33	RECEPTION	500	4.2	41,400
34	STORAGE	300	2.5	41,700
35	RESTROOM	200	1.7	42,400
36	LOBBY	1,000	8.3	43,400
37	CORRIDOR	1,000	8.3	44,400
38	STAIR	500	4.2	44,900
39	ELEVATOR	200	1.7	45,100
40	MECHANICAL	1,000	8.3	46,100
41	UTILITY	500	4.2	46,600
42	ENTRY	1,000	8.3	47,600
43	REAR	1,200	10.0	48,800
44	MEZZANINE	1,500	12.5	50,300
45	OFFICE	2,000	16.7	52,300
46	CONFERENCE	1,000	8.3	53,300
47	RECEPTION	500	4.2	53,800
48	STORAGE	300	2.5	54,100
49	RESTROOM	200	1.7	54,800
50	LOBBY	1,000	8.3	55,800
51	CORRIDOR	1,000	8.3	56,800
52	STAIR	500	4.2	57,300
53	ELEVATOR	200	1.7	57,500
54	MECHANICAL	1,000	8.3	58,500
55	UTILITY	500	4.2	59,000
56	ENTRY	1,000	8.3	60,000
57	REAR	1,200	10.0	61,200
58	MEZZANINE	1,500	12.5	62,700
59	OFFICE	2,000	16.7	64,700
60	CONFERENCE	1,000	8.3	65,700
61	RECEPTION	500	4.2	66,200
62	STORAGE	300	2.5	66,500
63	RESTROOM	200	1.7	67,200
64	LOBBY	1,000	8.3	68,200
65	CORRIDOR	1,000	8.3	69,200
66	STAIR	500	4.2	69,700
67	ELEVATOR	200	1.7	70,000
68	MECHANICAL	1,000	8.3	71,000
69	UTILITY	500	4.2	71,500
70	ENTRY	1,000	8.3	72,500
71	REAR	1,200	10.0	73,700
72	MEZZANINE	1,500	12.5	75,200
73	OFFICE	2,000	16.7	77,200
74	CONFERENCE	1,000	8.3	78,200
75	RECEPTION	500	4.2	78,700
76	STORAGE	300	2.5	79,000
77	RESTROOM	200	1.7	79,700
78	LOBBY	1,000	8.3	80,700
79	CORRIDOR	1,000	8.3	81,700
80	STAIR	500	4.2	82,200
81	ELEVATOR	200	1.7	82,500
82	MECHANICAL	1,000	8.3	83,500
83	UTILITY	500	4.2	84,000
84	ENTRY	1,000	8.3	85,000
85	REAR	1,200	10.0	86,200
86	MEZZANINE	1,500	12.5	87,700
87	OFFICE	2,000	16.7	89,700
88	CONFERENCE	1,000	8.3	90,700
89	RECEPTION	500	4.2	91,200
90	STORAGE	300	2.5	91,500
91	RESTROOM	200	1.7	92,200
92	LOBBY	1,000	8.3	93,200
93	CORRIDOR	1,000	8.3	94,200
94	STAIR	500	4.2	94,700
95	ELEVATOR	200	1.7	95,000
96	MECHANICAL	1,000	8.3	96,000
97	UTILITY	500	4.2	96,500
98	ENTRY	1,000	8.3	97,500
99	REAR	1,200	10.0	98,700
100	MEZZANINE	1,500	12.5	100,200

Attachment 7

KEYNOTES

- 38. FILL-IN COLOR - SEE COLOR TYPES
- 72. CORNER OF WALL, LIGHT PANEL, HATCH AT CORNER
- 73. CORNER OF WALL, DARK PANEL, HATCH AT CORNER
- 74. WALL SECTION HATCH, 24" ON CENTER
- 75. WALL SECTION HATCH, 48" ON CENTER
- 76. WALL SECTION HATCH, 96" ON CENTER
- 77. WALL SECTION HATCH, 144" ON CENTER
- 78. WALL SECTION HATCH, 192" ON CENTER
- 87. NEW STAIRS COVER-HATCHED BACK
- 91. NEW, CHANGE PANEL
- 117. EXISTING STAIR WALL, HATCH TO MATCH



GENERAL NOTES		REVISIONS:		PROFESSIONAL SEAL:	
PAINT SPECIFICATIONS		DATE:		SCALE:	
72	BRICK	1		ARCHITECT: LEON	
73	SPANDREL	2		AMERCO	
74	BRICK	3		REAL ESTATE COMPANY	
75	BRICK	4		CONTRACTOR: BUREAU	
76	BRICK	5		2101 LAMAR BLVD	
77	BRICK	6		SAN ANTONIO, TEXAS	
78	BRICK	7		P: (512) 343-4552	
		8		F: (512) 343-4555	
		9		SITE ADDRESS:	
		10		2101 LAMAR BLVD	
		11		SAN ANTONIO, TEXAS 78204	
		12		OWNER:	
		13		PROJECT NUMBER:	
		14		887030	
		15		SHEET NO.:	
		16		A4	
		17		DATE: 03/13/11	
		18		SCALE: 1/8" = 1'-0"	

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA TO APPROVE THE USE PERMIT FOR THE U-
HAUL CENTER PROJECT LOCATED AT 2121 LAURELWOOD
ROAD, SANTA CLARA**

SCH# 2013112035
CEQ2013-01164 (Mitigated Negative Declaration)
PLN2013-09776 (Rezone and Use Permit)

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Jim Lorimer, on behalf of Amerco Real Estate Co. (“Applicant”) made an application to convert and expand an existing retail warehouse to a self-storage and U-Haul vehicle rental facility on a 7.02 acre site located at 2121 Laurelwood Road, Santa Clara, entitled for construction of a office and retail development, which is currently occupied by a 201,275 square foot two-story building, paved parking area and landscaping (“Project Site”);

WHEREAS, the Project Site is currently zoned Planned Development (PD) to allow construction of a mixed-use project consisting of a six-story 218,000 square foot office building, one-story 9,300 square foot amenity building, one-story 4,000 square foot retail building, three-level parking garage and surface parking with a total of 861 parking spaces, landscaping, and site improvements on the Project Site;

WHEREAS, the General Plan land use designation for the Project Site is Low-Intensity Office Research and Development (R&D) that is intended for campus-like office development at a maximum FAR of 1.0;

WHEREAS, the Applicant proposes to rezone the Project Site from PD to Light Industrial (ML) to allow use of the property as a self-storage warehouse with ancillary sales of moving supplies;

WHEREAS, in order to implement the proposed development, a Use Permit is required to allow outdoor storage and leasing of U-Haul vehicles and reduction in the minimum parking requirement commensurate with the limited parking demand of the proposed use on the Project Site, as shown on the Development Plans attached hereto and incorporated herein by this reference;

WHEREAS, the Use Permit process enables a municipality to exercise control over the extent of certain uses, which, although desirable in limited numbers and specific locations, could have a detrimental effect on the community in specific instances;

WHEREAS, pursuant to Santa Clara City Code (“SCCC”) Section 18.48.040, outdoor vehicle storage, vehicle leasing, and reduced parking associated with a specified low parking and trip demand uses are conditionally allowed on properties zoned ML, with the approval of a Use Permit;

WHEREAS, a Mitigated Negative Declaration (MND) was prepared, distributed and noticed for 30-day public review and comment of the potential environmental impacts related to Project development, beginning November 18, 2013 and ending December 18, 2013;

WHEREAS, mitigation measures have been identified and incorporated into the Project to reduce potential impacts to less than significant and a Mitigation Monitoring or Reporting Program (MMRP) prepared;

WHEREAS, before considering the Use Permit, the City Council reviewed and considered the information contained in the MND and MMRP for the Project;

WHEREAS, pursuant to SCCC Section 18.110.030 and 18.112.040, the Planning Commission conducted a public hearing on January 15, 2014 and voted (6-0-1-0), following review of written and verbal testimony, to recommend that the City Council adopt the MND and MMRP, and approve the Rezone and Use Permit applications subject to conditions, and directed staff to

prepare resolutions for recommendation of Council approval and continued the project to the next scheduled Planning Commission meeting of February 12, 2014 for adoption of the resolutions;

WHEREAS, the Planning Commission adopted the resolutions recommending that the Council adopt the MND and MMRP, approve the Rezone and approve the Use Permit, subject to conditions, at its February 12, 2014 public meeting (6-0-0-1); and

WHEREAS, notices of the public hearing on the Use Permit were mailed to all property owners located within 300 feet of the Project Site, according to the most recent assessor's roll; and posted within 300 feet of the Project Site a minimum of 10 days before the scheduled Council public hearing date of March 25, 2014;

WHEREAS, on February 25, 2014, pursuant to City Code sections 18.110.070(b) and 18.112.050, the City Council set a public hearing to consider the proposed rezoning and Use Permit, and on March 25, 2014, conducted a public hearing. At the hearing, the City Council considered the Planning Commission's recommendation, as well as inviting and considering any and all verbal and written testimony offered in favor of and in opposition to the Project. The City Council voted (7-0-0-0) to adopt the MND and approve the project applications, subject to conditions, and directed the City Manager to prepare resolutions for Project approval of the rezone from PD to ML and Use Permit, subject to conditions.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. That the City Council hereby makes the following findings for approval of the proposed Use Permit for the Project Site:

A. That the establishment or operation of the use or building applied for, under the circumstances of the particular case, is essential or desirable to the public convenience or welfare, in that the existing PD zoning and entitled office/retail development for the Project Site is not feasible under existing economic conditions in the office market that is experiencing a surplus of newly constructed and currently vacant office properties. The rezone and use permit would allow U-Haul to occupy and improve the Project Site with physical investments that would increase property value and benefit the public and the City with added tax revenue.

B. That said use will be detrimental to the following:

1. The health, safety, peace, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, in that the Project is a U-Haul self-storage and vehicle rental facility that involves the occupation of an existing warehouse and entails limited site disturbance and construction for initiation of operations.

2. Property or improvements in the neighborhood of such proposed use, in that the Project Site is limited to minimal physical changes to the Project Site and that all impacts of project development would be mitigated to less than significant with the incorporation of mitigation measures specified in the MND and MMRP for the Project.

3. The general welfare of the City, in that the that the Project supports the City's 2010-2035 General Plan Environmental Quality goals and policies, in that reuse of the building would conserve energy, reduce water consumption, decrease a.m. and p.m. peak hour vehicle trips, and minimize construction debris waste.

C. That said use will not impair the integrity and character of the zoning district, in that the Project is limited to minimal physical changes to the Project Site, has a similar warehouse component as the current retail warehouse use and would not impact operations of

adjacent businesses with the conversion to self-storage and outdoor vehicle storage and leasing activities.

D. That said use is in keeping with the purposes and intent of the Zoning Code, in that the Project Site is currently zoned PD and will revert to ML with inaction and expiration of the PD entitlement on December 4, 2014 per SCCC Section 18.54.070. The ML zoning district allows self-storage facilities and outdoor storage activity of twenty-five percent (25%) of the total lot area when ancillary to the use, such as U-Haul vehicles, and with approval of a Use Permit would allow associated vehicle rental.

3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The Planning Commission of the City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

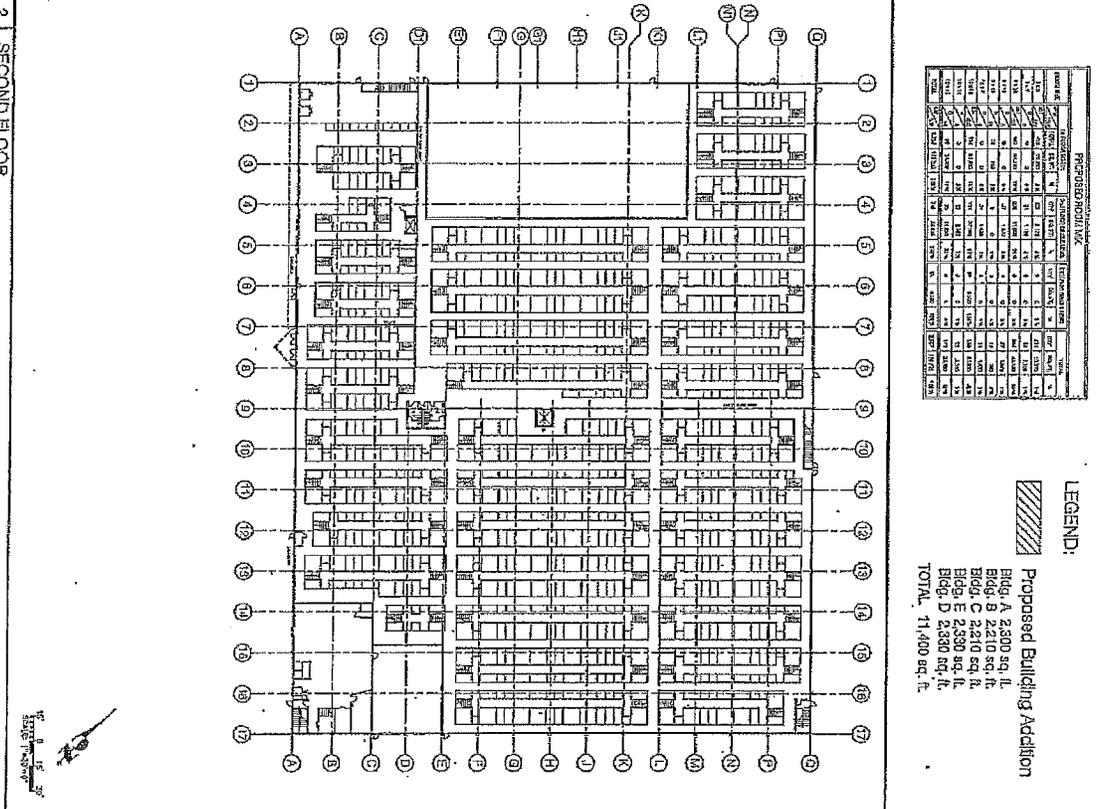
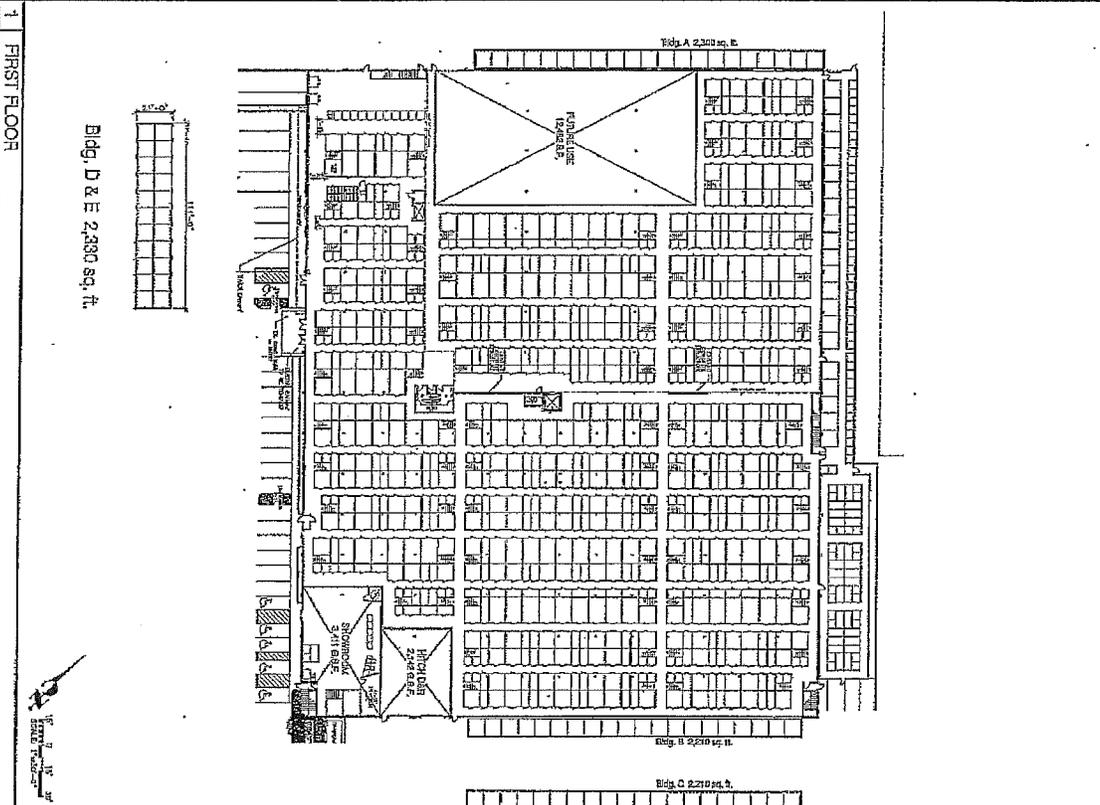
ATTEST:

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:

1. Development Plans

I:\PLANNING\2013\Project Files Active\PLN2013-09776 2121 Laurelwood Rd -UHaul storage\CC\Reso Use Permit Council 32514.doc



PROPOSED BUILDING ADDITION

Bldg. No.	Area (sq. ft.)	Construction		Total Area (sq. ft.)
		Area (sq. ft.)	Cost (\$)	
Bldg. A	2,300	1,150	1,150	2,300
Bldg. B	2,210	1,105	1,105	2,210
Bldg. C	2,210	1,105	1,105	2,210
Bldg. D	2,300	1,150	1,150	2,300
TOTAL	11,400	5,710	5,710	11,400

LEGEND:

Proposed Building Addition

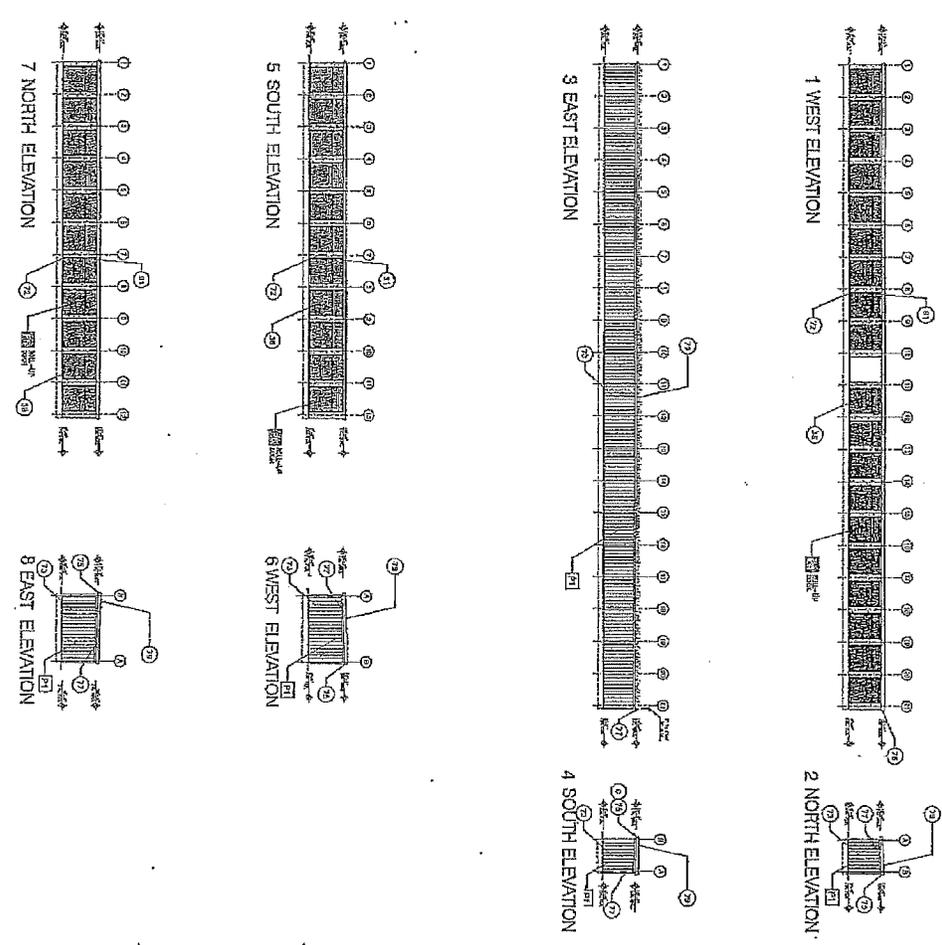
Bldg. A 2,300 sq. ft.
 Bldg. B 2,210 sq. ft.
 Bldg. C 2,210 sq. ft.
 Bldg. D 2,300 sq. ft.
TOTAL 11,400 sq. ft.

AMERCO REAL ESTATE COMPANY

2121 Lumbard Rd
 Suite 200
 Chicago, IL 60614
 Tel: (773) 271-2000
 Fax: (773) 271-2002

887030

121



- KEYNOTES**
- 21. MULTI-UP ROOM - SET FOOT PERS.
 - 22. CONCRETE CURT WALLS, LIGHT TYPED GLASS AT 8'-0" ON CENTER.
 - 23. GLASS CURT WALLS, LIGHT TYPED GLASS AT 8'-0" ON CENTER.
 - 24. GLASS CURT WALLS, LIGHT TYPED GLASS AT 8'-0" ON CENTER.
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 - 27. GLASS CURT WALLS, LIGHT TYPED GLASS AT 8'-0" ON CENTER.
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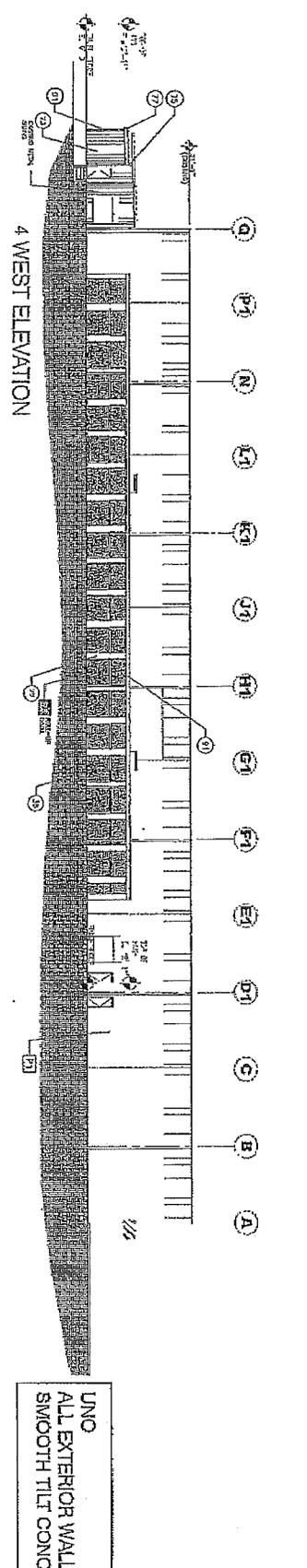
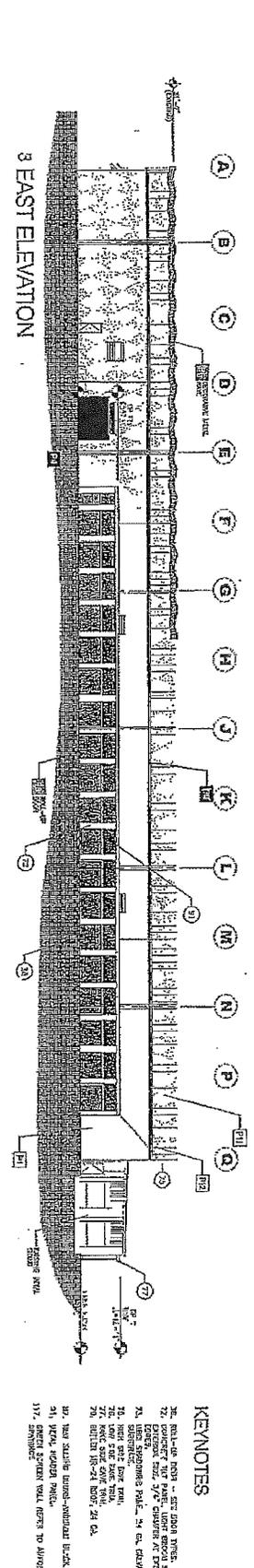
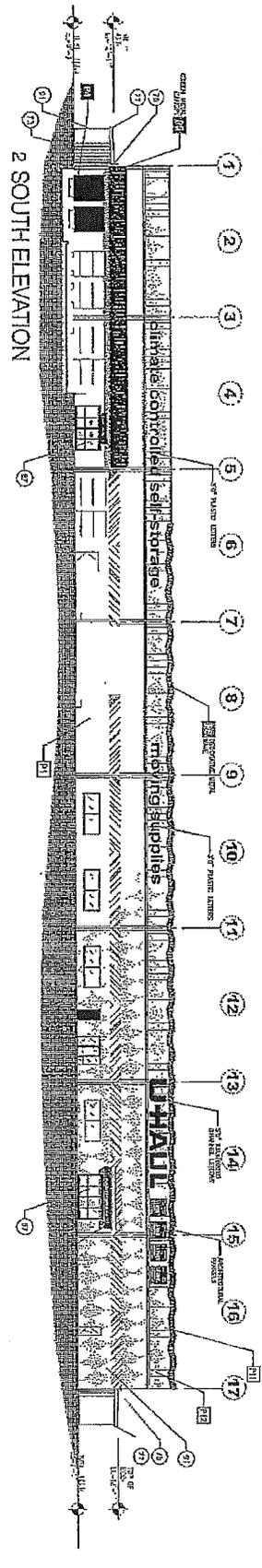
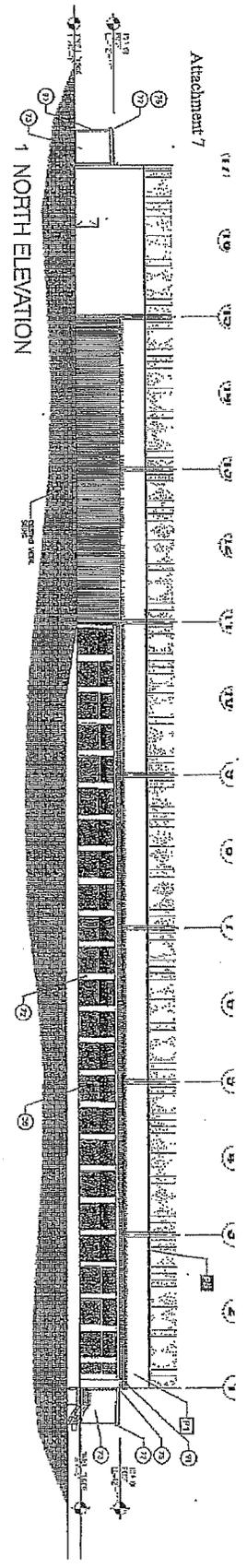
SCALE: 1/8" = 1'-0"

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 (925) 291-1000
 www.amerco.com

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 2181 Tenthredon Rd
 Concord, CA 94520
 (925) 291-1000
 www.amerco.com

PROJECT: 887030
 SHEET: A4
 DATE: 11/11/13



KEYNOTES

- 1. 2x4x8 SIPS - SEE DATA SHEET
- 2. 2x6x8 SIPS - SEE DATA SHEET
- 3. 2x8x12 SIPS - SEE DATA SHEET
- 4. 2x10x14 SIPS - SEE DATA SHEET
- 5. 2x12x16 SIPS - SEE DATA SHEET
- 6. 2x14x18 SIPS - SEE DATA SHEET
- 7. 2x16x20 SIPS - SEE DATA SHEET
- 8. 2x18x24 SIPS - SEE DATA SHEET
- 9. 2x20x28 SIPS - SEE DATA SHEET
- 10. 2x22x32 SIPS - SEE DATA SHEET
- 11. 2x24x36 SIPS - SEE DATA SHEET
- 12. 2x26x40 SIPS - SEE DATA SHEET
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- 24. 2x50x88 SIPS - SEE DATA SHEET

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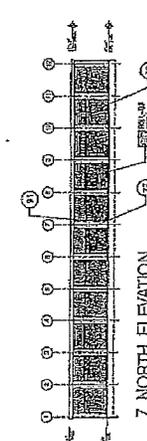
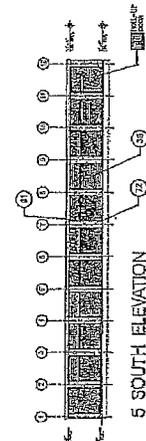
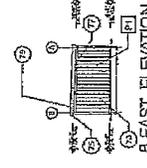
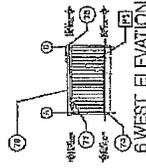
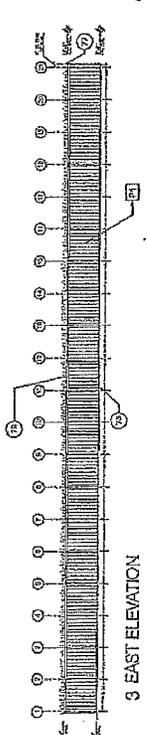
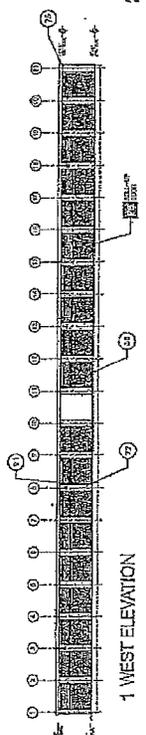
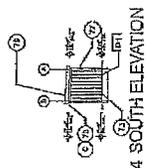
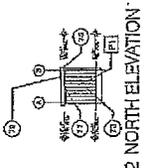
AMEREC
 2101 S. 10th St.
 Suite 100
 Phoenix, AZ 85042
 Phone: 602-998-8000
 Fax: 602-998-8001
 Website: www.amerect.com

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Attachment 7

KEYNOTES

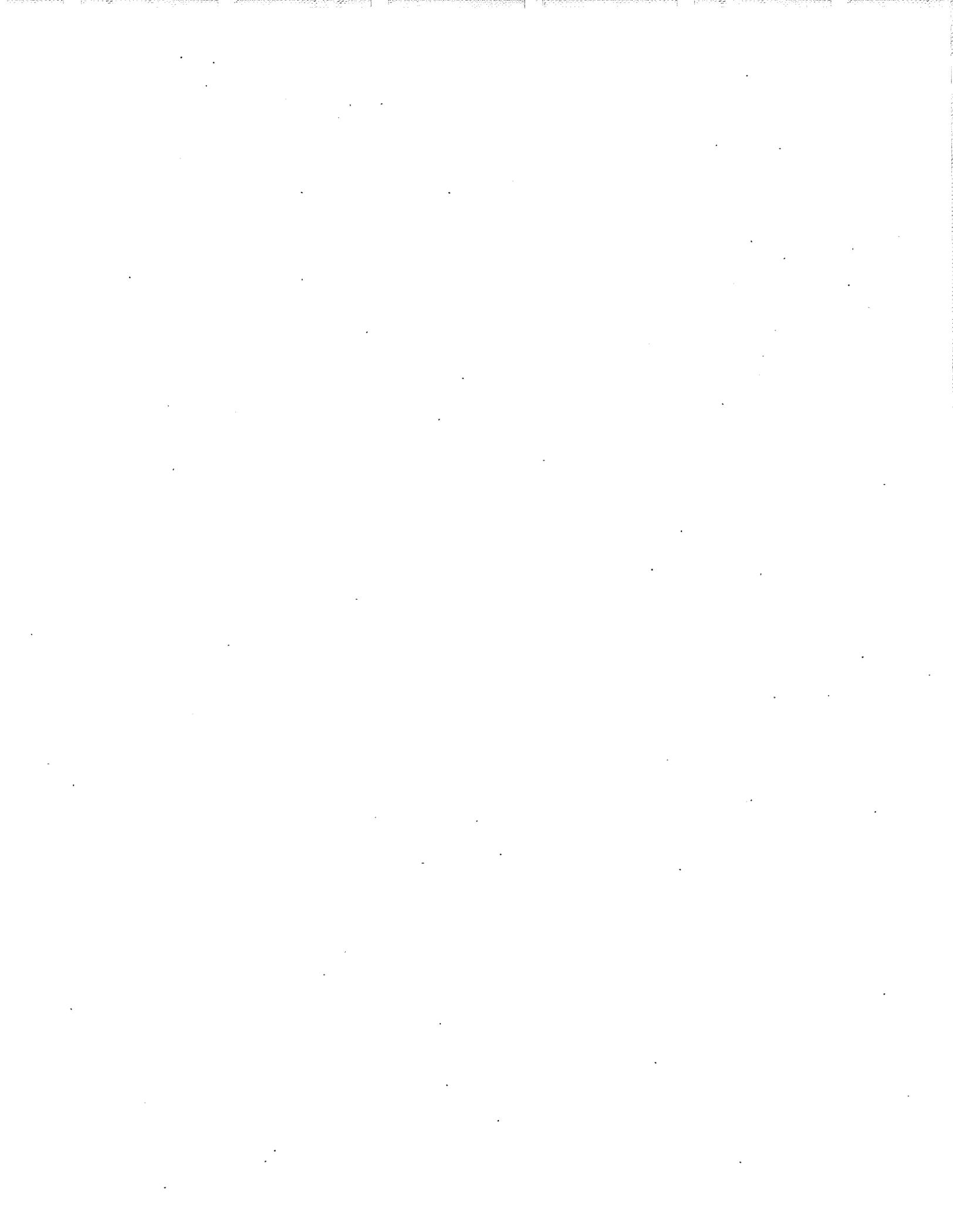
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AMERCO
 COMMERCIAL REAL ESTATE
 2101 LAMAR AVENUE
 SUITE 1000
 SAN FRANCISCO, CA 94104
 TEL: (415) 774-1100
 FAX: (415) 774-1101
 WWW.AMERCOREALTY.COM

887080
 A4
 SCALE: 3/16" = 1'-0"
 1 elevations



Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-9



Date: March 28, 2014

To: City Manager for Council Action

From: City Clerk/Auditor

Subject: Reappointment of Members, Declaration of Vacancies, Setting Dates and Times for Receipt of Applications and Interviews, and Promotion of Vacancies on Various Board and Commissions

EXECUTIVE SUMMARY:

The terms of the following members expire on June 30, 2014; however, they have indicated a desire to be reappointed for the full term ending June 30, 2018:

<u>Board of Library Trustees</u>	Ashish Mangla
<u>Cultural Commission</u>	Kathleen Ryan
<u>Historical and Landmarks Commission</u>	Brian Johns Regina "Jeannie" Mahan
<u>Parks and Recreation Commission</u>	Michael E. O'Halloran
<u>Planning Commission</u>	Raj Chahal Yuki Ikezi
<u>Senior Advisory Commission</u>	Wanda Buck

The following members have served two full terms and cannot be reappointed:

<u>Civil Service Commission</u>	Beverly Lynne Silva
<u>Parks and Recreation Commission</u>	Raymond G. Gamma

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The appointment of members is required to maintain the full board and commissions.

ECONOMIC/FISCAL IMPACT:

The cost for plaques, tiles and certificates for outgoing members is in the current operating budget. There are no additional costs to the City other than administrative staff time and expense.

Date: March 27, 2014
To: City Manager for Council Action
From: City Clerk/Auditor
Subject: Special Order of Business - Reappointment of Members, Declaration of Vacancies, Setting Dates and Times for Receipt of Applications and Interviews, and Promotion of Vacancies on Various Board and Commissions
Page 2

RECOMMENDATION:

That the Council take the following actions:

1) Reappoint the following members for the term ending June 30, 2018:

<u>Board of Library Trustees</u>	Ashish Mangla
<u>Cultural Commission</u>	Kathleen Ryan
<u>Historical and Landmarks Commission</u>	Brian Johns Regina “Jeannie” Mahan
<u>Parks and Recreation Commission</u>	Michael E. O’Halloran
<u>Planning Commission</u>	Raj Chahal Yuki Ikezi
<u>Senior Advisory Commission</u>	Wanda Buck

2) Declare vacancies for the full term ending June 30, 2018 for the following:

	<u>Number of Vacancies</u>
<u>Civil Service Commission</u>	1
<u>Parks and Recreation Commission</u>	1

3) Set the following date as a Special Order of Business for the promotion of vacancies for the following:

April 22, 2014	<u>Civil Service Commission</u>
	<u>Parks and Recreation Commission</u>

4) Set the following deadline for receipt of applications:

Friday, May 23, 2014 at 5:00 pm

5) Set the following interview date and times to fill the vacancies:

June 10, 2014:	6:00 pm	<u>Parks and Recreation Commission</u>
	7:00 pm	<u>Civil Service Commission</u>

Date: March 27, 2014
To: City Manager for Council Action
From: City Clerk/Auditor
Subject: Special Order of Business - Reappointment of Members, Declaration of Vacancies, Setting Dates and Times for Receipt of Applications and Interviews, and Promotion of Vacancies on Various Board and Commissions

Page 3

- 6) Set June 10, 2014 as a Special Order of Business for the presentation of appropriate plaques, tiles and certificates to outgoing members:

Civil Service Commission
Parks and Recreation Commission

Beverly Lynne Silva
Raymond G. Gamma



Rod Diridon, Jr.
City Clerk/Auditor

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report:
None

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-10



Date: April 1, 2014
To: City Manager for Council Action
From: Senior Staff Aide
Subject: Request for Approval and Authorization to Publish *Mission City SCENES*/May 2014

EXECUTIVE SUMMARY:

The May 2014 issue of Mission City SCENES is scheduled to include the following:

- Department Updates
- Spring Cultural Concert/Summer Concerts in the Park
- Summer Programs in Parks & Recreation
- International Swim Meet
- Tea and Fashion Show at Harris Lass
- Silicon Valley BBQ

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The *Mission City SCENES* provides timely and important information to citizens, including details about City events and programs, and updates of City activities. There are no recognized disadvantages.

ECONOMIC/FISCAL IMPACT:

Cost of printing the *Mission City SCENES* for one year is \$18,000 or roughly 3.6 cents for each insert printed. There is no additional postage cost for including the SCENES with utility bills. With the current one-page utility bills, there is usually sufficient postage to handle a second, additional insert without incurring increased postage costs.

RECOMMENDATION:

That the Council give approval and authorization to publish the May, 2014 *Mission City SCENES*.

Jashma Kadam
Senior Staff Aide

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) *May 2014 Mission City SCENES*

I:\Citymanagers\CMO Publications\Mission City SCENES\2014\May 2014

City Manager for Council Action

Request for Approval and Authorization to Publish *Mission City SCENES*/May, 2014

April 1, 2014

Page 2

Cover
Silicon Valley BBQ
Friday and Saturday, June 27 & 28, 2014



The 3rd annual Silicon Valley BBQ Championships will be held at Central Park on June 27 and 28. Kick off your summer at this nationally sanctioned event, co-hosted by the City of Santa Clara and the Rotary Club of Santa Clara. Event hours are Friday, June 27 from 4 to 9 p.m., and Saturday, June 28 from 11 a.m. to 8 p.m. You will be able to enjoy a variety of BBQ-style food and samples, beer and wine, see the BBQ Pro's competing for the BBQ Grand Prize on the ball field, explore the "KidZone," and dance to hours of live entertainment both days. Bring the whole family for a fun-filled day and evening! For more information, visit: svbbq.com or call (408) 615-3140.

INSIDE -

- Spring Cultural Concert/Summer Concerts in the Park
- Summer Programs in Parks & Recreation
- International Swim Meet
- Tea and Fashion Show at Harris Lass

Spring Cultural Concert/Summer Concerts in the Park

June 9-August 17

The City of Santa Clara's Concerts in the Park series offers free performances on eight Monday evenings, two Wednesday evenings and seven Sunday afternoons at Central Park Pavilion starting on June 9. Monday concerts are at 7-8 p.m. Wednesday evening concerts are 6:30-8 p.m. and Sunday concerts are 2:30-4 p.m. Monday concerts are sponsored by Santa Clara City Library's Youth Services Program. The Wednesday and Sunday concert series are sponsored by the City's Cultural Advisory Commission. See listing below:

Monday June 9, 7 p.m.-8 pm	Alphabet Rockers (Family Friendly Hip-Hop)
Monday June 16, 7 p.m.-8 pm	Karen Quest Cowgirl Tricks
Wednesday June 18, 6:30-8 pm	John Neri Band (Classic Rock/R&B/Blues & Soul)
Monday June 23, 7 p.m.-8 pm	Coventry & Kaluza (Circus & Comedy)
Wednesday June 25, 6:30-8 pm	Mission College Symphony
Monday, June 30, 7 p.m.-8 pm	Andy Z (Kids' Concert)
Sunday July 6, 2:30-4 pm	The Gary Gates Band (Tropical Raggae/Jazz)
Monday July 7, 7 p.m.-8 pm	Eric Herman (Kids' Concert)
Sunday July 13, 2:30-4 pm	Bsides (1960's Rock, R&B, Soul)
Monday July 14, 7 p.m.-8 pm	Captain Jack Spareribs (Magic, Juggling, Comedy)
Sunday July 20, 2:30-4 pm	Legally Blue (Blues)
Monday July 21, 7 pm-8 pm	Family Fun Nights!
Sunday July 27, 2:30-4 pm	The 357's (Youth Band)
Monday July 28, 7 pm-8 pm	Family Fun Nights!
Sunday August 3, 2:30-4 pm	The Megatones (Rock 'n Roll/90's & 2000's/Funk)
Sunday August 10, 2:30-4 pm	Dave Rocha Hardbop Jazz Band
Sunday August 17, 2:30-4 pm	Daze on the Green (Classic & 80's Rock)

Summer Programs in Parks & Recreation

Hope you will join us for some summer fun! Parents can register their children for Summer Camps online. Online registration requires an account barcode and PIN. Please contact Parks & Recreation office at (408) 615-3140 to obtain account barcode numbers before registering. Proof of residency is required for City of Santa Clara residents.

For information regarding registration for all summer programs, such as swim lessons, dance, sports, arts and music, the *Summer Recreation Activity Guide* is available online. Resident online registration began on April 22. Go to <https://online.activecommunities.com/santaclara/Start/Start.asp> to register.

Printed copies of the *Summer Recreation Activity Guide* are available at the Community Recreation Center (CRC), the Teen Center (TC), the Youth Activity Center (YAC), City Hall and City libraries beginning April 16. Walk-in registration will be accepted in person at the CRC, TC and YAC during regular business hours, beginning April 30. Call (408) 615-3140 or see website for building hours. Summer classes and camps begin the week of June 8.

City Manager for Council Action

Request for Approval and Authorization to Publish *Mission City SCENES*/May, 2014

April 1, 2014

Page 4

International Swim Meet

The 47th annual Arena International Grand Prix Swim Meet will take place June 19-22, 2014 at the George F. Haines International swim Center in Santa Clara, California. We are pleased and honored to host this event and this year promises to showcase some of the most elite swimmers in our sport. With the International being the last stop on the USA Swimming Arena Grand Prix circuit, most of the top names in the sport will be in attendance. Among the swimmers who will be competing this year include, Ryan Lochte, Jessica Hardy, Matt Grevers, Nathan Adrian, Missy Franklin, Katie Ledecky, Conner Dwyer and many other American and International swimming superstars. This is a great opportunity to come and see great swimming right in your backyard. We hope you can all come out and join us at this year's event. Advance ticket and details of the event will be available on-line at www.santaclaraswimclub.org beginning May 15, 2014.

Tea and Fashion Show at Harris Lass

Sunday, June 8, 2014 1:00 - 4:00 p.m.

Harris Lass Museum Garden, 1889 Market Street (off Winchester), Santa Clara

The lovely, shaded garden of the Harris-Lass Historic Museum will be the setting for an “**Afternoon Tea and Vintage Fashion Show**” with refreshments served. Guests will enjoy a vintage hat and fashion show, presented by History San Jose's ‘Portraits of the Past’ and featuring costumes and dress of the 19th and early 20th century. Tickets for this museum fundraiser are \$30 in advance—contact Maria at (408) 246-3822. Tickets can be saved and used as a pass to return at a later date during regular museum open hours for a private tour of the beautifully appointed Harris Lass House.

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-11



Date: March 25, 2014

To: City Manager for Council Action

From: Director of Water and Sewer Utilities

Subject: Acceptance of work performed by Commercial Pump & Mechanical, Inc. on Destruction of Wells No. 1-02, 19 & 33 Project (WA 30147) and authorize recordation of a Notice of Completion with the County Recorder.

EXECUTIVE SUMMARY:

This project consisted of the demolition of three (3) groundwater production wells in accordance with California Department of Public Health and Santa Clara Valley Water District requirements.

All work in connection with the referenced project has been completed in accordance with the project plans and specifications and to the satisfaction of the Water and Sewer Utilities Department.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval will allow acceptance of the project and commence the thirty-five (35) period for retention release.

ECONOMIC/FISCAL IMPACT:

There is no additional cost to the City as a result of accepting the completion of this project.

RECOMMENDATION:

That the Council:

1. Accept the work performed by Commercial Pump & Mechanical, Inc. on Destruction of Wells No. 1-02, 19 & 33 Project (WA 30147); and
2. Authorize recordation of a Notice of Completion with the County Recorder.

Christopher L. de Groot
Director of Water & Sewer Utilities

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

None

Meeting Date: 4/8/14

AGENDA REPORT

Agenda Item # 6A-12

City of Santa Clara, California



Date: April 8, 2014

To: City Manager for Council Action

From: City Attorney

Subject: Adoption of Ordinance No. 1922 Amending Chapter 9.05 (In General) of Title 9 (Public Peace, Morals and Welfare) by Amending Subchapter 9.05.005 (Definitions) and Adding New Subchapters 9.05.160 (Prohibited Conduct in Sporting and Entertainment Events), 9.05.165 (Activities and Conduct Prohibited in Parking Facilities Adjacent to the Stadium or Parking Facilities used for Stadium Events) and 9.05.170 (Penalties) of “The Code of the City of Santa Clara, California” Governing Conduct at Levi’s® Stadium, Parking Lots and Surrounding Areas

EXECUTIVE SUMMARY:

Ordinance No. 1922 amending Chapter 9.05 (In General) of Title 9 (Public Peace, Morals and Welfare) by amending subchapter 9.05.005 (Definitions) and adding new subchapters 9.05.160 (Prohibited Conduct in Sporting and Entertainment Events), 9.05.165 (Activities and Conduct Prohibited in Parking Facilities Adjacent to the Stadium or Parking Facilities used for Stadium Events) and 9.05.170 (Penalties) of “The Code of the City of Santa Clara, California” governing conduct at Levi’s® Stadium, parking lots and surrounding areas was passed for the purpose of publication (“passed to print”) on March 25, 2014. Pursuant to City Charter Sections 808 and 812, proposed Ordinance No. 1922 was published on April 2, 2014 and copies were posted in at least three public places.

The City of Santa Clara currently has a chapter in “The Code of the City of Santa Clara, California” (SCCC) which specifies various acts that are prohibited, ranging from disturbing the peace to discharging weapons. While many of these existing code provisions could apply to those attending games and events at Levi’s® Stadium and the surrounding parking lots, City staff recognized some gaps in existing ordinances. These new code provisions are meant to fill those gaps and address conduct that could arise during Stadium events and in nearby parking lots, and to ensure that appropriate penalties and enforcement are available to law enforcement and security staff to maintain order and safety for all game and event attendees. These code provisions were also drafted so that they can be found in one subchapter, making it easier and more streamlined for the multiple reserve officers who will be patrolling the area.

Amended SCCC 9.05.005 adds new definitions of “stadium,” “authorized representative” and “tailgating” while SCCC 9.05.160 and 9.05.165 specify conduct that will not be allowed in Levi’s® Stadium and nearby parking facilities used for stadium events. Note that citizen concerns regarding bicycle travel have been addressed. New SCCC 9.05.170 describes the potential enforcement penalties associated with engaging in disallowed conduct in these areas.

City Manager for Council Action
Subject: Adoption of Ordinance No. 1922
April 8, 2014
Page 2

ADVANTAGES AND DISADVANTAGES OF ISSUE:

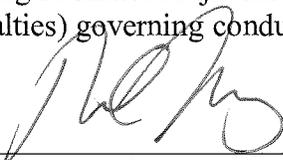
This ordinance will help ensure that law enforcement has all the necessary tools to encourage safe game day experiences for attendees and fans at Levi's® Stadium. There are no disadvantages to the City in adopting the ordinance.

ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:

That the Council adopt Ordinance No. 1922 amending Chapter 9.05 (In General) of Title 9 (Public Peace, Morals and Welfare) by amending subchapter 9.05.005 (Definitions) and adding new subchapters 9.05.160 (Prohibited Conduct in Sporting and Entertainment Events), 9.05.165 (Activities and Conduct Prohibited in Parking Facilities Adjacent to the Stadium or Parking Facilities used for Stadium Events) and 9.05.170 (Penalties) governing conduct at Levi's® Stadium, parking lots and surrounding areas.



Richard E. Nosky, Jr.
City Attorney

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Ordinance No. 1922

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ORDINANCE NO. 1922

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 9.05.005 (“DEFINITIONS”) AND ADDING NEW SECTIONS 9.05.160 (“PROHIBITED CONDUCT IN SPORTING AND ENTERTAINMENT EVENTS”), 9.05.165 (“ACTIVITIES AND CONDUCT PROHIBITED IN PARKING FACILITIES ADJACENT TO THE STADIUM OR PARKING FACILITIES USED FOR STADIUM EVENTS”) AND 9.05.170 (“PENALTIES”) TO CHAPTER 9.05 (“IN GENERAL”) OF TITLE 9 (“PUBLIC PEACE, MORALS AND WELFARE”) OF “THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA” GOVERNING CONDUCT AT THE STADIUM AND SURROUNDING AREA

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara hereby desires to regulate conduct at sporting and entertainment events to preserve the health, safety and welfare of City residents and visitors to the Levi’s Stadium site and surrounding area.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That these newly adopted provisions in Title 9 (“Public Peace, Morals and Welfare”) were determined not to be a project under CEQA, as defined in Public Resources Code § 21065.

SECTION 2: That “The Code of the City of Santa Clara, California” (“SCCC”) 9.05.005 (“Definitions”) is amended to add new subsections to read as follows:

“(h) “Stadium” means that certain unenclosed, multipurpose sports and entertainment structure located in the City at 4900 Marie P. DeBartolo Way, the peripheral boundaries of which are the gates for access and egress and the walls surrounding the outer perimeter of the building.

(i) “Authorized Representative” means the responsible officer(s) or the person(s) or entity(ies) designated by the Santa Clara Stadium Authority.

(j) "Tailgating" means the use of any item (including tables, chairs, free-standing canopies or umbrellas, awnings attached to recreational vehicles, coolers, barbeques, grills, games, generators, televisions, sound systems, food or drink, food or drink preparation or serving equipment, or other items as identified by the City Manager or designee) for the purpose of an outdoor gathering by one or more people prior to, during or after a scheduled stadium event."

SECTION 3: That SCCC 9.05.160 ("Prohibited conduct in stadium sporting and entertainment events"), SCCC 9.05.165 ("Prohibited conduct in parking facilities adjacent to the stadium or used for stadium events") and SCCC 9.05.170 ("Penalties") be added to read as follows:

"9.05.160 Activities and conduct prohibited in stadium sporting or entertainment events.

The following activities are prohibited within the Stadium:

(a) No person shall intentionally throw, discharge, launch or spill any solid object (including footballs, baseballs, beach balls, Frisbees or other such items) or liquid substance or otherwise cause such object or substance to be thrown, discharged, launched, spilled or to become airborne.

(b) No person, including off-duty peace officers, shall bring into or possess within the Stadium any firearm or dangerous weapon, including but not necessarily limited to knives, impact weapons, chemical agents, or electronic control devices (Tasers, stun guns) unless expressly authorized by the Santa Clara Chief of Police.

(c) No person shall explode, set off, discharge or otherwise release or cause to be released any smoke bomb, fireworks, stink bomb or other substance which is physically harmful or otherwise irritating, offensive, repugnant or disgusting to the eyes or sense of smell.

(d) No person shall enter any area of the Stadium not open to the general public, including the field area, or any other area set apart for the participants, athletes, performers, officials,

attendants or service personnel at any time before, during or after a stadium event, except with credentials or other valid passes expressly allowing such entry and issued by the Authorized Representative.

(e) No person shall bring into or possess within the stadium any can, bottle, thermos, vacuum bottle, canteen, flask or other similar container containing alcohol unless expressly authorized by the Authorized Representative.

(f) No person shall gain or attempt to gain admittance to the stadium except through an access gate open for public access and by presenting a valid event ticket, valid credentials, or otherwise paying the posted charge required for admission, or enter or attempt to enter the Stadium during non-event days or hours, unless expressly authorized by the Authorized Representative. Any person who violates this section or evades the posted admission charge shall be a trespasser and may be ejected and/or cited for trespassing.

(g) No person shall behave in so disruptive, unsafe, noisy, boisterous or profane manner as to disturb spectators or participants at any stadium event so that assigned personnel must address the person to cease or prevent a recurrence of the disruptive, unsafe, noisy, boisterous or profane behavior.

(h) No person shall urinate or defecate except in a designated lavatory facility.

(i) No person shall violate any local ordinance or state law.

(j) No person shall refuse to obey an ejection order made pursuant to enforcement of this section, or shall re-enter the Stadium during the event that person was ejected from by purchase of another ticket or by any other means.

(k) No person shall bring into or possess within the stadium any noise-making device including but not necessarily limited to air horns, powered megaphones, bugles, drums or other musical instruments unless expressly authorized by the Authorized Representative.

(l) No person shall lead, conduct or otherwise bring or allow to remain in the Stadium any animal, bird, fish or reptile, except service dogs certified by the state of California and which are in actual use.

(m) No person shall refuse to obey the lawful order of law enforcement officers or Stadium security personnel.

(n) Subsections (a) through (m) of this section shall not apply to any duly authorized employee, agent or officer of the Authorized Representative while acting in the course and scope of his or her employment, nor shall it apply to any duly authorized event participant, performer, athlete, official, security or service personnel specifically authorized to perform such an act by the Authorized Representative while acting in the scope of his or her employment or participation.

(o) Smoking is prohibited except in areas designated by the Authorized Representative.

(p) During events with ticketed assigned seating, no person is to occupy a seat for which he or she does not possess a valid ticket.

(q) No person shall remain standing in or block any aisle or passageway beyond the time reasonably necessary to transit the aisle or passageway. Aisle or passageway shall mean those areas immediately adjacent to the seating areas that are intended as walkways leading to or from seats or exits. Aisle or passageway shall also mean the concourse areas when large crowds have gathered in sufficient numbers so as to block such aisle or passageway.

9.05.165 Activities and conduct prohibited in parking facilities adjacent to the stadium or parking facilities used for stadium events.

(a) No person shall throw, discharge, launch or spill any solid or liquid object including footballs, baseballs, Frisbees and other such items in a manner that disturbs public order or causes a threat to public safety.

(b) No person shall explode, set off, discharge, or otherwise release or cause to be released any smoke bomb, fireworks, stink bomb, or other substance which is physically harmful or otherwise irritating, offensive, repugnant or disgusting to the eyes or sense of smell within the parking areas.

(c) No person shall participate in any activity, including, but not limited to vehicle driver training, volleyball, baseball, soccer, football, roller skating, bicycle riding, or skateboarding within the parking areas unless expressly authorized by the Authorized Representative. This subsection shall not apply to the use of non-motorized vehicles for purposes of travel to a parking facility or between parking facilities.

(d) No tables, barbecues, chairs, umbrellas or other objects shall be permitted on walkways, driveways, landscaped areas, vehicle access lanes and promenades in the parking areas without the permission of the Authorized Representative. Tailgating is only allowed in specific permitted parking lots.

(e) No person shall lead, conduct or otherwise bring or allow to remain in the parking areas any animal, bird, fish or reptile except service dogs certified by the state of California and which are in actual use.

(f) No person shall bring or attempt to bring a vehicle into the parking areas without paying the prescribed charge required for admission. No employee of the Authorized Representative or any employee of any organization holding an event at the Stadium shall enter or attempt to enter

the parking areas without presenting a valid ticket or pass to that event, or a pass or identification indicating that the person is an on-duty employee working the event.

(g) No person shall park or stop a vehicle in more than one parking space. If the vehicle exceeds twenty (20) feet in length, the driver thereof shall park said vehicle in parking spaces for non-standard size vehicles and pay for the additional space and display evidence of such payment.

(h) No person shall utilize in any manner more than the parking space that his or her vehicle is entitled to occupy under the provisions of this chapter. Roadways and fire lanes shall remain clear at all times of vehicles and objects to maximize use for traffic circulation and emergency response.

(i) No person shall urinate or defecate except in a designated lavatory facility.

(j) No person shall interfere in any manner with the use of an adjacent parking space.

(k) No person shall allow any sound amplification system to be heard from 50 or more feet when in a parking area, unless that system is being operated to request assistance or warn of a hazardous situation. This section does not apply to authorized emergency personnel or vehicles.

(l) The Authorized Representative may set reasonable closing times for parking areas. Some or all parking areas may be closed or have limited access during events to deter persons from remaining in parking areas instead of attending events. No person shall remain within the parking areas after being informed by law enforcement or security personnel the facilities are closed or that access is limited. No person shall refuse to obey the lawful order of a peace officer or security personnel made pursuant to enforcement of this section.

(m) No person shall bring, or cause to be brought, for the purposes of sale or barter, or have for sale, or sell or exchange, or offer for sale or exchange any food, drink, service, goods,

wares, ticket or merchandise, or solicit employment, business or contributions of money or other property, within any portion of the parking areas including the perimeter sidewalk of the facility.

(n) No person shall bring within the perimeter of the boundaries of the Stadium parking areas, or cause to be brought to the parking areas, a beer keg or any type of glass container. This subsection shall not apply to patrons possessing prescribed medication in glass containers.

(o) Subsections (a) through (n) of this section shall not apply to any duly authorized employee, agent or officer of the Authorized Representative while acting in the course and scope of his or her employment, nor shall it apply to any duly authorized participant, performer, athlete, official, security or service personnel specifically authorized to perform such an act by the Authorized Representative while acting in the scope of his or her employment or participation.

9.05.170 Penalties.

(a) Any person violating any provision of this chapter may be ejected from the Stadium and related parking facilities by any peace officer or other security personnel of the Authorized Representative.

(b) In addition to the penalties described in subsection (a) of this section, a violation of SCCC 9.05.160(b)(c) or (d) or 9.05.165(b), is a misdemeanor punishable by imprisonment not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000.00), or both. A violation of any other section is an infraction, punishable by a fine of one hundred dollars (\$100.00) for the first offense, two hundred fifty dollars (\$250.00) for the second offense, and five hundred dollars (\$500.00) for the third offense.

(c) Prohibited items may be confiscated and not returned to the owner.”

SECTION 4: Savings Clause. The changes provided for in this Ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this Ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 5: Constitutionality, Severability, Compliance with Applicable Law. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid. All provisions of this Ordinance are intended to comply with all current and applicable laws. Persons subject to its provisions have the right to challenge any provision believed not to comply with applicable law and seek an order or judgment thereto from a court of competent jurisdiction.

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SECTION 6: Effective Date. This Ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this 25th day of March, 2014, by the following vote:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O’Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: 

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

PROOF OF PUBLICATION

Santa Clara Weekly

P.O. Box 580, Santa Clara, California 95052

IN THE
City of Santa Clara,
State of California,
County of Santa Clara

CITY OF SANTA CLARA NOTICE OF PROPOSED ORDINANCE

ORDINANCE NO. 1922

State of California, }
County of Santa Clara } SS.

The undersigned, being first duly sworn, deposes and says: That at all times hereinafter mentioned affiant was and still is a citizen of the United States, over the age of eighteen years, and not a party to nor interested in the above entitled proceeding; and was at and during all said times and still is publisher of the Santa Clara Weekly, a newspaper of general circulation printed and published weekly in the County of Santa Clara, State of California, and said Santa Clara Weekly is and was at all times hereinmentioned a newspaper of general circulation as that term is defined by sections 6000 and following, of the government code of the State of California, and, as provided by said sections, is published for the dissemination of local or telegraphic news and intelligence of a general character, having a bonafide subscription list of paying subscribers, and is not devoted to the interest or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published in the said County of Santa Clara and State of California at regular intervals for more than one year proceeding the first publication of the notice herein mentioned; that said notice was set in type not smaller than non-parell, describing and expressing in general terms the purport and character of the notice intended to be given; that the clipping of which the annexed is a true printed copy, was published and printed in said newspaper on the following dates to wit:

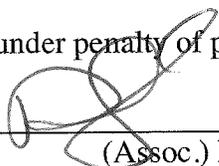
Pub: 4/2/2014

Dated at Santa Clara, California

This 2ND day of APRIL, 2014

I declared under penalty of perjury that the foregoing is true and correct.

Signed: _____



(Assoc.) Publisher of the Santa Clara Weekly

The Santa Clara Weekly was adjudicated a newspaper of general circulation in and for the County of Santa Clara on September 3, 1974 (Case No. 314617). The Santa Clara Weekly was adjudicated a newspaper of general circulation within the City of Santa Clara on April 2, 1976 (Case No. 347776).

NOTICE OF PROPOSED ORDINANCE NO. 1922
AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 9.05.005 ("DEFINITIONS") AND ADDING NEW SECTIONS 9.05.160 ("PROHIBITED CONDUCT IN SPORTING AND ENTERTAINMENT EVENTS"), 9.05.165 ("ACTIVITIES AND CONDUCT PROHIBITED IN PARKING FACILITIES ADJACENT TO THE STADIUM OR PARKING FACILITIES USED FOR STADIUM EVENTS") AND 9.05.176 ("PENALTIES") TO CHAPTER 9.05 ("IN GENERAL") OF TITLE 9 ("PUBLIC PEACE, MORALS AND WELFARE") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" GOVERNING CONDUCT AT THE STADIUM AND SURROUNDING AREA
These new code provisions are intended to address conduct that could arise during Stadium events and in nearby parking lots, and to ensure that appropriate penalties and enforcement are available to law enforcement and security staff to maintain order and safety for all game and event attendees.
DATE OF ORDINANCE INTRODUCTION: March 25, 2014
DATE OF PUBLIC HEARING: April 8, 2014
LOCATION OF PUBLIC HEARING: City Council Chambers, 1500 Warburton Avenue, Santa Clara
POSTING LOCATIONS: City of Santa Clara locations where the full text of the proposed ordinance is available for review: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA; Central Park Library, Central Park Library 2635 Homestead Road Santa Clara, CA; Mission Branch Library, 1098 Lexington Street, Santa Clara, CA
Pub: 4/2/2014



DATE: April 1, 2014

TO: City Manager for Council Action

FROM: Director of Planning and Inspection

SUBJECT: Proposed Restated Covenants Conditions and Restrictions – Harrison Street Townhomes
1710 Harrison Street

EXECUTIVE SUMMARY:

In 1997, the City Council approved a rezone from Single Family Residential (R1-6) to Planned Development (PD) zoning and Tentative Subdivision Map to allow an eight-unit townhome development at 1710 Harrison Street. Each unit has an attached two-car garage, shared access along a central driveway, two guest parking spaces, and common area landscaping. Both State law and the City Code require that common interest developments involving shared facilities have a set of covenants, conditions and restrictions (CC&Rs) governing the maintenance and operations of the development. The City Code provides that the City Council must approve the initial CC&Rs prior to them going into effect. The CC&Rs were reviewed and approved by the City for the project prior to recordation of the Subdivision Map at that time.

The Harrison Street Townhomes Owners Association has filed proposed restated CC&Rs and bylaws for this common interest townhome development to address updated standards related to property maintenance and insurance requirements for the development. The City Attorney's Office has reviewed the proposed CC&Rs submitted by the Owners Association and found them to be substantially in conformance with the City's requirements and the Davis Stirling Act. At this time the Council need only note and file the amendments for the owners to proceed with finalizing their documents. A copy of the proposed CC&Rs has been placed in the Council offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

In order to ensure that Santa Clara residents living in common interest residential developments have adequate legal protections, the City Code requires that the City approve CC&Rs for proposed common interest residential developments prior to approval of a final map. In addition, whenever an existing common interest residential development seeks to amend its CC&Rs, the City Code requires that the common interest homeowners association file the proposed amendment with the City Council and the Council has the option to veto the proposed amendment.

The Council has the option to veto the proposed CC&Rs, if the Council has any substantive concerns about the document, in which case City staff would reopen negotiations with the Harrison Street Townhomes Owners Association. If the Council does not exercise its veto, and simply notes and files the amendment, the Harrison Street Townhome Owners Association can submit the amended CC&Rs to its townhome owners for adoption.

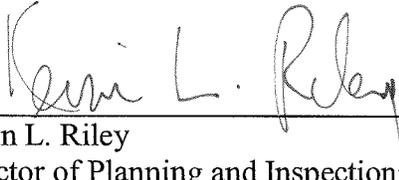
City Manager for Council Action
Subject: Harrison Street Townhomes CC&Rs
April 1, 2014
Page 2

ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:

That the Council note and file the proposed restated CC&Rs and bylaws for the Harrison Street Townhomes.



Kevin L. Riley
Director of Planning and Inspection

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) Proposed Restated CC&Rs and Bylaws – Harrison Street Townhomes***

**RECORDING AND RETURN
REQUESTED BY:**

Mark Schwabacher
1710 Harrison Street
Santa Clara, CA 95050

Block: 269; Page: 12; Parcels: 64-71

HARRISON STREET TOWNHOMES

**FIRST RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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CC&R RECITALS

THIS FIRST RESTATED DECLARATION is made by HARRISON STREET TOWNHOMES OWNERS ASSOCIATION (“the Association”) based on the following recitals:

- A.** The Association is a nonprofit, mutual benefit corporation established for the purpose of managing and maintaining a common interest development consisting of eight (8) attached townhomes located in the Santa Clara County, California (the “Property”). The physical boundaries of the Property and the individual ownership interests are shown on the Map entitled “_____” recorded in the Office of the County Recorder (the “County Recorder”) of Santa Clara County, California _____ at Book _____, Pages _____ through _____.
- B.** This First Restated Declaration, once recorded with the County Recorder, will entirely replace and supersede the original Declaration of Covenants, Conditions and Restrictions previously recorded with the County Recorder on June 22, 1984 as Document 8104045.

- C. This First Restated Declaration preserves the original uniform plan of property ownership for the Property except as modified herein.
- D. The entire common interest development is subject to the covenants, conditions, and restrictions in this First Restated Declaration. They are established for the purpose of protecting, preserving and enhancing the value and attractiveness of the Property for the mutual benefit of all Owners. The covenants, conditions and restrictions are enforceable as equitable servitudes, and legally bind and inure to the benefit of all present and future Owners. These servitudes may be enforced by any Owner, by the Association, or by the City of Santa Clara as a third party beneficiary.

CC&R ARTICLE 1. DEFINITIONS

The following initially capitalized nouns have the meanings set forth below whenever used in the Governing Documents:

“Assessment” means the proportionate costs of operating, maintaining and managing the Property assessed against each Owner. There are three types of Assessments: Regular Annual Assessments, Special Assessments and Personal Reimbursement Assessments. The characteristics of each are described in CC&R Article 3. All such Assessments shall be collectively referred to as “Assessments.”

“Association” means the HARRISON STREET TOWNHOMES OWNERS ASSOCIATION. In general, when the Governing Documents provide for a decision or an action by the “Association”, the authority to make the decision, or to initiate and supervise the action, resides with the Board and not with the Owners.

“Board” means the Board of Directors of the Association.

“Common Area” means those portions of the Property to which title is held by the Association for the common use and enjoyment of the owners, including storm drains and sewerage pipes.

“Exclusive Use Common Area” means those portions of Common Area reserved for use by a particular Owner on the Map or in the deed conveying the Owner’s Lot.

“Governing Documents” means this First Restated Declaration, the First Restated Bylaws, Articles of Incorporation and Rules of the Association.

“Governmental Regulations” means all applicable laws, ordinances, resolutions, procedures, orders, standards, conditions, approvals, rules and regulations of any governmental entity with authority over the Property.

“Lot” means each parcel shown on the Map other than Common Area, together with any improvements located on the parcel.

“Maintenance” means the exercise of reasonable care of buildings, landscaping, lighting and other related improvements and fixtures in a state similar to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of regular fertilization, irrigation, and other garden practices necessary to promote a healthy, weed free environment for optimum plant growth

"Map" means the parcel map and/or survey dividing the Property into Lots and Common Area recorded with the County Recorder as described in the Recitals to this First Restated Declaration.

"Mortgage" means the conveyance of any interest in a Lot to secure the performance of an obligation. "Mortgage" is synonymous with "deed of trust" for the purposes of the Governing Documents.

"Mortgagee" means a person or entity who holds the beneficial interest in a Mortgage. "Mortgagee" is synonymous with "beneficiary" under a deed of trust.

"Occupant" means a person who sleeps within a Lot during more than fourteen (14) days within any thirty (30)-day period.

"Owner" means the record owner of a Lot or a contract buyer under an installment land contract with equitable title. "Owner" shall not include those who hold an interest in a Lot merely as security for the performance of an obligation.

"Party Wall" means a wall or fence located upon the boundary of two or more Lots.

"Property" means the entirety of the common interest development described in the Recitals to this First Restated Declaration.

"Repair/Replacement Reserves" means funds collected for repair and replacement of the major components of the Property that the Association is obligated to maintain.

"Rules" means the rules adopted by the Board or the Association pursuant to this First Restated Declaration.

"Utilities" means services or systems related to electricity, water, sewer, HVAC, communications, scavenger, recycling, elevator, and fire detection and suppression, and all incidental pipes, conduits, ducts, wiring, equipment and enclosures.

CC&R ARTICLE 2. USAGE RIGHTS AND RESTRICTIONS

2.1 EASEMENTS.

- A. **Owners' General Easements.** Each Owner shall have an easement for ingress and egress through, and use and enjoyment of, Common Area.
- B. **Owners' Utility Easements.** Each Owner shall have an easement for construction, operation, Maintenance, repair and replacement of Utilities at reasonable locations within Common Area. Each Owner shall also have an easement for operation, Maintenance, repair and replacement of existing Utilities within other Owner's Lots provided the activities do not unreasonably interfere with use and enjoyment of such Lots. Whenever a Utility serves multiple Lots, each Owner served shall be entitled to full use and enjoyment of the Utility.
- C. **Owners' Encroachment Easements.** Each Owner shall have an easement for encroachments of his/her Lot which exist on the date this Declaration becomes effective, and which result from subsequent shifting, settlement or movement, upon any

Lot or Common Area. Each Owner whose Lot is served by such an easement shall have a further easement over the same parcel for Maintenance, repair and replacement of the encroaching element.

- D. Owners' Proximate Wall Repair Easements.** Whenever the structural wall of a residence is located near the boundary of a Lot, the Owner of the residence shall have an easement, over the adjacent Lot, for Maintenance, repair and replacement of (i) the wall, (ii) any foundation, roof, or eave associated with the wall, and (iii) any drainage associated with the wall. No advance notice is required for entry in a situation where the Owner or his/her representative reasonably believes there is an imminent threat of harm to a person, animal or property; in all other circumstances, the Owner shall provide seventy-two (72) hours prior written notice to one of the Occupants of the area to be entered. Entry shall be made with as little inconvenience as possible to the Occupants of the area to be entered. Any damage caused by the entry shall be promptly repaired at the expense of the entering Owner. Nothing shall be attached to the exterior of the wall without the consent of the Owners of all adjoining Lots.
- E. Association Easements.** The Association has an easement for access through every part of the Property, including the Lots, to perform its duties under the Governing Documents. No advance notice is required for entry in a situation where the Association or its representative reasonably believes there is an imminent threat of harm to a person, animal or property; in all other circumstances, the Association shall provide seventy-two (72) hours prior written notice to one of the Occupants of the area to be entered. Entry by the Association shall be made with as little inconvenience as possible to the Occupants. Any damage caused by the entry shall be promptly repaired at the expense of the Association.
- F. Use of Easements.** Whenever the Association or an Owner temporarily enters a Lot based upon easement rights described in this Declaration, the entry shall be made with as little inconvenience as possible to the Occupants of the Lot entered. Any damage caused by the entry shall be promptly repaired at the expense of the entering party.

2.2 LOT USE. The Property shall be used solely for residential purposes, except that an Occupant may engage in a professional or administrative occupation upon a Lot if (i) it is merely incidental to the use of the Lot as a residence, (ii) it conforms to all applicable Governmental Regulations, and (iii) there is no external evidence of business activity.

2.3 PARKING AND USE OF MOTOR VEHICLES

- A.** Parking or storage of motor vehicles shall not be allowed anywhere on the Property, including on a Lot, except that Owners may park or store any motor vehicle within his/her enclosed garage or carport.
- B.** Any motor vehicle parked or stored on the Property (including on a Lot) in a manner that does not comply fully with the Governing Documents shall be deemed "Improperly Parked". The fact that a motor vehicle has been allowed to be Improperly Parked previously shall not diminish or otherwise affect the application of the provisions of this Section, or impose additional duties or responsibilities on the Association or on any Owner with regard to the removal of such item. Any Owner may remove any motor vehicle wrongfully parked on the Property at the vehicle owner's expense provided such removal complies with all aspects of Governmental Regulation including Vehicle Code Section 22568. Each Owner shall be deemed to have the authority of the Association to do so. Neither the Association nor the removing Owner shall be liable for any damages

or loss suffered by the vehicle owner as a consequence of removal unless such damage or loss resulted from negligence of the Association or the removing Owner.

- C. No parking area shall be used for living or business purposes. Each Owner shall keep his/her parking area neat and clean and shall remove any oil, grease or other waste. Each Owner and Occupant shall indemnify, defend and hold harmless the Association and its Board, officers, manager, employees, and other Owners against any and all loss, cost or liability including attorney fees, arising out of claims related to his/her ownership, maintenance or use of motor vehicles on the Property.

2.4 NUISANCE. No person shall use any part of the Property in a way that unreasonably interferes with the quiet enjoyment of an Occupant, or which is noxious, illegal, seriously annoying or offensive to a person of reasonable and normal sensitivity. The Association shall have wide discretion to determine what constitutes a nuisance, and the duty to order those responsible to cease or abate such nuisance immediately. There shall be no exterior fires except in barbecue receptacles designed for that purpose. No activity may be carried on that adversely affects insurance coverage or rates on the Property. No Owner shall do or permit anything to be done which is in violation of a Governmental Regulation or which will or may decrease the attractiveness, desirability or value of another Lot or the Property as a whole.

2.5 ANIMALS. An Occupant may keep domestic dogs, cats, fish, and birds provided he/she (i) does not keep his/her animal(s) for commercial purposes, (ii) maintains reasonable control over his/her animals at all times, (iii) keeps his/her dog(s) on a hand-held leash when outside a residence, (iv) immediately cleans up after his/her animal(s), (v) thereby becomes liable to the Association and all persons for any damage caused by his/her animal(s), and (vi) thereby agrees to indemnify, defend and hold harmless the Association and its Board, officers, manager, employees, and other Owners and Occupants against any and all loss, cost or liability including attorney fees, arising out of claims related to his/her pet. The Occupants of a single Lot shall collectively keep no more than two (2) four-legged animals, The Association can prohibit the keeping of any animal that it determines to be a nuisance to any person of reasonable and normal sensitivity.

2.6 GARBAGE DISPOSAL. Occupants shall (i) keep all waste in proper containers, (ii) keep all waste containers in a neat, clean and sanitary condition, and screened from view of Common Area and other Lots, and (iii) regularly remove waste from his/her Lot.

2.7 RENTALS. An Owner or Occupant may rent out his/her Lot provided that (i) the rental agreement is in writing, (ii) the rental agreement is for a minimum term of thirty (30) days, (iii) the rental is made subject to the Governing Documents, (iv) the tenant agrees to abide by all provisions of the Governing Documents, and (v) an executed copy of the rental agreement is delivered to the Association prior to the tenant taking possession of the Lot. An Owner shall be responsible for ensuring the compliance with the Governing Documents by everyone residing on the Owner's Lot. Each Owner hereby grants the Association an irrevocable power of attorney to commence and pursue injunctive relief or an unlawful detainer action against a tenant who is in violation of the Governing Documents. During any period when a tenant is in possession of an Owner's Lot, the Owner shall not be entitled to use and enjoy the recreational facilities of the Property.

2.8 STORAGE. Within interior portions of a structure located on his/her Lot, an Owners may store any nonhazardous material provided it is organized in a manner which does not create a fire hazard or impair the value or desirability of any Lot. Within a deck, patio, stair landing or yard part of his/her Lot or appurtenant to it as Exclusive Use Common Area, an Owner may place or store outdoor furniture, barbecues, and other typical outdoor furnishings, provided the amount or condition of such items does not significantly diminish the value or desirability of the Property. Parking of vehicles is also permitted provided it is in full compliance with Section 2.3. Except as specifically provided in the

preceding sentences, no one may not store any item in Common Area (including within Exclusive Use Common Area) without prior Association approval. Items stored in Common Area (including within Exclusive Use Common Area) without Association approval may be removed from such space without prior notice or hearing of any kind, and disposed off, and the reasonable cost of such removal and disposal shall be levied by the Association against the Owner who stored such items as a Personal Reimbursement Assessment. Neither the Association, nor any Owner, nor anyone acting on behalf of the Association or any Owner, shall have any liability as a result of exercising the rights provided under this Section. The fact that items have been allowed to be improperly stored in a particular location for an extended period shall not diminish or otherwise affect the application of the provisions of this Section, or impose additional duties or responsibilities on the Association or on any Owner with regard to the removal of such items.

2.9 ALTERATIONS OF THE PROPERTY. In addition to the requirements described below, all exterior changes to the Property, including those not typically requiring a building permit under the Zoning Ordinance of the City of Santa Clara (such as decks and gazebos), shall be referred to the City of Santa Clara for architectural review. Routine operations such as painting and landscaping are exempt. Any improvements, modifications, or alterations made within the boundaries of a Lot must comply with all applicable law.

A. Alterations Requiring Association Approval. The following alterations require Association approval:

- (1) **Common Area:** Any alteration of Common Area including Exclusive Use Common Area, except for placement or storage of items specifically authorized by Section 2.3 or 2.8;
- (2) **Structures and Additions:** Construction or installation of new structures or additions to structures, including but not limited to fences, walls, pools, spas, balconies, patios, patio enclosures, screens, tents, awnings, window air conditioners, exterior shutters, exterior antennas, or exterior wiring;
- (3) **Landscaping:** Alteration of existing landscaping visible from Common Area or other Lots, except replacement with landscaping of the same type and quantity;
- (4) **Exterior Surfaces:** Alteration of exterior elements of existing structures including but not limited to paint, siding and roofing, other than replacement with materials of identical colors and textures;
- (5) **Signs:** Installation or display of signs, posters, flags or banners in areas exposed to public view, except (i) "For Sale" or "For Rent" signs that do not exceed nine (9) square feet in size, and (ii) non-commercial signs, posters, flags or banners which the Association is required by law to permit;
- (6) **View Obstructions:** Placement of anything that significantly obstructs the view from another Lot or from the Common Area; and
- (7) **Drainage:** Interference with or alteration of the water supply, sewage or drainage systems.

Other than as provided above, an Owner may make any alteration or improvement within the boundaries of his/her Lot that does not impair the structural integrity or

mechanical systems, lessen the support of any part of the Property, or impair the value or desirability of other Lots.

B. Procedures For Alteration Approval.

- (1) Owners wishing to make alterations requiring Association approval shall submit "Plans and Specifications" to the Association. "Plans and Specifications," as used in this Article, shall include the following: (i) A description of the proposed alteration, including, as appropriate, its shape, height, width, elevation, materials, color, location and such further information as may be necessary to allow the Association to evaluate it fully; (ii) Upon request of the Association, a certificate by an architect or engineer licensed by the State of California stating that the alteration will not impair the structural integrity of any part of the Property, and will not interfere with any Utility; and (iii) Upon request of the Association, a set of construction drawings prepared by an architect and/or engineer licensed by the State of California. The Association may require as much detail in the Plans and Specifications as it deems appropriate, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and samples of exterior material and colors. The Association may postpone review of any application until receipt of all required information and materials. Upon submittal of all required information and documentation, the Association shall give the Owner a written, dated receipt. The date of the receipt shall be the commencement date for computing the time within which the Association must approve or disapprove the application. The Association may charge a reasonable fee for reviewing an application.
- (2) The Association shall act upon each alteration approval application within forty-five (45) days after receipt of all materials required or requested by the Association or, failing that, at the first Board Meeting thereafter before any other business is undertaken at such Meeting. As soon as reasonably possible thereafter, the Association shall notify the applicant of its decision. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and, where the decision was made by an Architectural Committee, a description of the procedure for reconsideration by the Board.
- (3) The Association decision must be made in good faith and may not be unreasonable, arbitrary, or capricious. The Association shall approve an alteration only if it makes an affirmative finding that the alteration (i) will not impair the structural integrity of any part of the Property, (ii) will not interfere with any Utility, (iii) is consistent with the Governing Documents and all Governmental Regulations, (iv) will not detract from the appearance, harmony, attractiveness and enjoyability of the Property, and (v) will not impose an unreasonable Maintenance burden on the Association. The approval or disapproval of an alteration shall not be deemed a waiver of the Association's subsequent right to approve or disapprove a similar alteration or any other matter.
- (4) The Board may establish a committee (the "Architectural Committee") to recommend Architectural Rules and govern alteration approvals. Whenever an Architectural Committee exists, it shall act on behalf of the Association with regard to alteration approvals. Any decision of an Architectural Committee may be appealed to the Board within ten (10) days of the decision, and the Board shall reconsider the decision at a properly noticed open Board meeting. During

any period when there is no Architectural Committee, the Board shall act on behalf of the Association with regard to alteration approvals. The Association may also enact rules (the "Architectural Rules") to govern alteration approvals. The Architectural Rules shall be consistent with the Governing Documents. The Association shall follow the procedure for adopting and changing Architectural Rules described in Civil Code Sections 1357.100 et. seq.

C. Timing and Pace of Work.

- (1) Upon approval of an alteration, the Owner shall diligently proceed with the commencement of all work so approved. Work must be commenced within one (1) year from the date of the approval. If the Owner fails to comply with the provisions of this Subsection, the approval given shall be deemed revoked unless the Association extends the time for commencement. Any request for an extension shall be made in a notice. The Association shall not grant the extension if it finds that there has been a change in the circumstances under which the original approval was granted.
- (2) All alteration work, including work for which approval was not required, must be diligently and consistently pursued through completion, and must be completed within a reasonable time.

D. Responsibility, Compliance and Inspection. The Association, following reasonable notice, may inspect any work performed on the Property to ensure it is done in accordance with this Article, regardless of whether approval was required or granted. If a violation is found, the Association may provide notice to the violating Owner of the violation. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy it. If the Owner fails to remedy the non-compliance in accordance with the provisions of the notice, then, after the expiration of thirty (30) days from the date of the notice, the Board shall provide notice of a hearing to consider the Owner's continuing non-compliance. At the hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall require the Owner to remedy it within a period of not more than forty-five (45) days from the date of the Board's ruling. At any time within such period, or within any extension of such period as the Board, in its discretion, may grant, the Board may choose not to wait for the Owner to act, and instead the Board may act to remedy the non-compliance, and assess any associated costs against the Owner as a Personal Reimbursement Assessment. The Association may also cause a notice of nonresponsibility for mechanics' liens to be recorded and posted as specified in Civil Code Section 3094. Any officer, director, or Architectural Committee member shall promptly notify the Association upon learning of any violation of this Article.

CC&R ARTICLE 3. EXPENSES, ASSESSMENTS AND REPORTING

3.1 OPERATING BUDGET AND REGULAR ASSESSMENTS.

A. Operating Budget. Each year, the Association shall create a *pro forma* "Operating Budget" (in accordance with Civil Code Section 1365) describing its anticipated funding requirements. The Operating Budget shall consist of: (i) the "Operating Expenses" which shall be limited to premiums for Association insurance, charges for utility services provided by the Association, management expenses, and the anticipated costs of

Association Maintenance and repair required by this Declaration; and (ii) the Repair/Replacement Reserves. The Operating Budget shall include an Assessment and Repair/Replacement Reserve Funding Disclosure Summary in the form required by Civil Code Section 1365.2. The Association shall distribute the Operating Budget to each Owner not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year.

- B. Regular Annual Assessments.** Each Owner's allocated share of the Operating Budget shall be assessed against such Owner on the first day of the first month of the fiscal year (the "Regular Annual Assessments"), and shall be due and payable in equal monthly installments on the first day of each month of the fiscal year, unless the Association adopts some other basis for collection. The Association shall provide notice to each Owner of (i) the amount of the Regular Annual Assessment for the upcoming year at the same time it distributes the Operating Budget, and (ii) any change in the Regular Annual Assessments not less than thirty (30) calendar days before the due date of such changed Assessment.

3.2 REPAIR/REPLACEMENT RESERVE STUDY. If the replacement cost of the major components of those portions of the Property which the Association is obligated to repair, replace, or maintain exceeds one-half (1/2) of the Association's gross annual income excluding Repair/Replacement Reserves, at least once every three (3) years the Association shall conduct a competent and diligent visual inspection of the accessible areas of such major components and obtain a study of its Repair/Replacement Reserve requirements. The Repair/Replacement Reserve study shall be conducted by a qualified individual or entity, and shall contain the following information:

- A.** Identification of the major components of the Property which the Association is obligated to repair, replace, or maintain and which have a remaining useful life of less than thirty (30) years;
- B.** An estimate of the remaining useful life of such components;
- C.** An estimate of the cost of repair, replacement, restoration, or Maintenance of such components at the end of their useful life;
- D.** An estimate of the total annual contribution necessary to defray such cost after subtracting currently available Repair/Replacement Reserves; and
- E.** A "Repair/Replacement Reserve Funding Plan" that indicates how the Association plans to fund the contribution identified in Subsection D to meet the Association's obligation for the repair and replacement of all major components with an expected remaining life of thirty (30) years or less, not including those components the Board has determined will not be replaced or repaired. The Repair/Replacement Reserve Funding Plan shall include a schedule of the date and amount of any change in Regular or Special Assessment that would be needed to sufficiently fund such plan. The Repair/Replacement Reserve Funding Plan shall be adopted by the Board at an open meeting before the Owners. If the Board determines that an Assessment increase is necessary to fund the Repair/Replacement Reserve Funding Plan, any increase shall be approved in a separate action of the Board that is consistent with the procedure described in Civil Code 1366.

The Association shall annually review the study and implement necessary adjustments to the Repair/Replacement Reserve component of the Assessments.

3.3 QUARTERLY REVIEW OF FINANCIAL STATUS. Quarterly or more frequently the Association shall (i) review the latest bank statements and reconciliations for its accounts, (ii) review its income and expense statements, and (iii) compare the current year's actual revenues and expenses to the budget.

3.4 SPECIAL ASSESSMENTS. The Association may impose "Special Assessments" to defray (i) the cost of construction, repair or replacement of capital improvements to portions of the Property which the Association is obligated to maintain, (ii) extraordinary expenses of the Association that were not anticipated in the Operating Budget, or (iii) any other purpose permitted by law. Special Assessments shall be imposed on all Owners. (Assessments imposed against fewer than all Owners shall be deemed "Personal Reimbursement Assessments" rather than Special Assessments.) The Association shall notify each Owner of the levy of any Special Assessment not less than thirty (30) nor more than sixty (60) days before the due date of such Special Assessment.

3.5 DIVISION OF REGULAR AND SPECIAL ASSESSMENTS. Regular and Special Assessments shall be divided equally among the eight (8) Lots.

3.6 USE OF REGULAR AND SPECIAL ASSESSMENTS. Revenue raised by Assessments must be used to maintain, preserve and enhance the Property, or to promote the health, safety and general welfare of the Owners.

3.7 PERSONAL REIMBURSEMENT ASSESSMENTS. A Personal Reimbursement Assessment may be levied against any Owner to enforce the Owner's obligations and responsibilities under the Governing Documents. The due date for payment of a Personal Reimbursement Assessment shall be stated in the notice of the assessment and be at least thirty (30) days after notice is given.

3.8 DELINQUENT ASSESSMENTS.

A. Delinquency Timing and Charges. Assessments are due and payable on their due dates without deduction or offset for any claim an Owner may have against the Association. Each Assessment, together with authorized charges, is the joint and several personal obligation of all Owners of the Lot against which it is levied. No Owner may exempt him/herself from liability for payment of Assessments. An Assessment becomes delinquent if payment is not received by the Association within fifteen (15) days after its due date. The Association may impose a late charge of ten percent (10%) or \$10.00, whichever is greater, on delinquent payments as compensation for additional administrative costs. A late charge may be imposed on each delinquent payment, but may not be imposed more than once on any single delinquent payment. The Association may also recover reasonable costs incurred in collecting delinquent Assessments including reasonable attorney fees. The Association may also charge interest on delinquent payments, late charges, collection costs, and attorney fees, at the rate of twelve percent (12%) per annum beginning thirty (30) days after the due date and continuing until the date payment is received.

B. Repeated Delinquency. If a Regular Annual Assessment installment is not paid within fifteen (15) days of the due date more than three (3) times during a fiscal year, the Association may declare the entire remaining unpaid balance of the Regular Annual Assessment for that fiscal year immediately due and payable in full by notice to the Owner.

C. Assessment Liens.

- (1) A delinquent Assessment, regardless of type, plus any late charges, interest, costs of collection or related charges may be made a lien on the delinquent Owner's Lot by recording a notice of delinquent Assessment with the County Recorder. The notice of delinquent Assessment shall contain the information and meet the other requirements of Civil Code Section 1367.1(d). Such a lien may be enforced in any manner permitted by law.
- (2) A lien for delinquent Regular Annual Assessments and Special Assessments, and a lien for delinquent Personal Reimbursement Assessments levied to reimburse the Association for costs associated with the repair of damage for which an Owner, Occupant or invitee is responsible, may be enforced by nonjudicial foreclosure conducted in accordance with the provisions of Civil Code Sections 2924, 2924(b) and 2924(c).
- (3) A penalty, fine, charge or other financial obligation, including costs and expenses of collection, levied by the Association against an Owner as a Personal Reimbursement Assessment for a violation of the Governing Documents, may be made a lien against the Lot of such Owner, but may not be enforced by nonjudicial foreclosure under Civil Code Sections 2924, 2924(b) and 2924(c) except as allowed by law.

D. Payment of Delinquent Assessments. Payment toward a delinquent Assessment shall be credited first to satisfying the Assessment, and then to late charges, collection costs, attorney fees and interest. Upon payment of delinquent sums, the Association shall promptly record a notice acknowledging satisfaction and releasing the lien. The lien shall not be affected by the sale or transfer (other than through foreclosure) of the affected Owner's Lot. Upon notice from an Owner containing a request, the Association shall provide an Owner with a notice, signed by an authorized representative of the Association, stating the amount of all unpaid Assessments, fines, penalties, charges and other financial obligations owed to the Association by the Owner as of the date of the statement. The statement shall be conclusively presumed accurate as of its date in favor of any good faith purchaser of a Lot who relies on it. The Association may charge a reasonable fee for the statement that shall not exceed the actual administrative cost.

E. Owner Rights and Remedies. At least thirty (30) days prior to recording a lien against a Lot, the Association shall provide to the Owner, by certified mail, a notice ("Owner Notice Of Delinquency") in compliance with Civil Code Section 1367.1(a).

- (1) The Owner may dispute the debt by submitting to the Board a written explanation of the reasons for his/her dispute. The Board shall respond in writing to the Owner within fifteen (15) days of the date of the postmark of the explanation, if the explanation is mailed within fifteen (15) days of the postmark of the Owner Notice Of Delinquency.
- (2) Under certain limited circumstances as described in Civil Code Section 1366.3, an Owner may use alternative dispute resolution process mentioned in that Section to resolve a dispute regarding Assessments.
- (3) An owner may submit a written request to meet with the Board to discuss a payment plan for the debt. The Association shall provide the Owner the standards for payment plans, if any exist. The Board shall meet with the Owner

in executive session within forty five (45) days of the postmark of the request, if the request is mailed within fifteen (15) days of the date of the postmark of the Owner Notice Of Delinquency, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more directors to meet with the Owner.

- F. Homestead Waiver.** Each Owner waives the benefit of statutory debtor protection, including homestead and exemption rights, to the full extent permitted by California and Federal law with respect to enforcement of Assessment liens.

3.9 REPAIR/REPLACEMENT RESERVE FUND ADMINISTRATION.

- A. Repair/Replacement Reserve Account.** The Association shall keep Repair/Replacement Reserves in a deposit account (the "Repair/Replacement Reserve Account") that is segregated from those accounts holding its other funds.. Withdrawal from the Repair/Replacement Reserve Account shall require the signatures of either two (2) Directors or one (1) Director and one (1) Officer.

- B. Using Repair/Replacement Reserves.** The Association shall not expend Repair/Replacement Reserves for any purpose other than Maintenance, repair or replacement, or litigation or arbitration involving Maintenance, repair or replacement, of items that the Association is obligated to maintain, repair or replace. When the decision is made to use Repair/Replacement Reserves or to temporarily transfer money from the Repair/Replacement Reserve Account to pay for litigation or arbitration, the Association shall notify the Owners of the decision and the availability of an accounting with the next available mailing, and thereafter prepare an accounting of the litigation or arbitration-related expenses at least quarterly and make the accounting available for inspection by Owners at the Association office.

- C. Borrowing Repair/Replacement Reserves.** Repair/Replacement Reserves may be transferred from the Repair/Replacement Reserve Account to meet short-term cash flow requirements or other expenses if the Board has provided notice of the intent to consider the transfer in a properly prepared and transmitted Board meeting notice which included the reasons the transfer is needed, some of the options for repayment, and whether a Special Assessment may be considered. If the Board authorizes the transfer, it shall issue a written finding, recorded in its minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Repair/Replacement Reserves. The transferred funds shall be restored to the Repair/Replacement Reserves within one (1) year of the date it is initially transferred out, except that the Board may, after giving the same notice required for considering a transfer, and making a written finding, supported by documentation, that a temporary delay would be in the best interest of the Association, temporarily delay the restoration. The Association shall exercise prudent fiscal management in maintaining the integrity of the Repair/Replacement Reserves, and shall, if necessary, levy a Special Assessment to recover the full amount of the transferred funds within the time limits required by this Section.

3.10 ANNUAL REPORTING.

A. Required Annual Disclosures. Along with the Operating Budget, the Association shall distribute:

- (1) **Dispute Resolution Reminder.** Along with the Operating Budget, the Association shall distribute (i) a description of the Association's internal dispute resolution process (Section 8.4A of this Declaration), and (ii) a copy or summary of Civil Code Section 1369.510 et. seq. along with the following statement: "Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."
- (2) **Insurance Summary.** Along with the Operating Budget, the Association shall distribute a summary of the information regarding the Association's insurance coverage for property damage, general liability, earthquake (if any) and flood (if any), in compliance with Civil Code Section 1365(e).
- (3) **Assessment and Foreclosure Policy.** Along with the Operating Budget, the Association shall distribute the notices required by Civil Code Section 1365.1 relating to collections, foreclosures, payment plans, and Association meetings regarding these matters.
- (4) **Alteration Approval Policy.** Along with the Operating Budget, the Association shall distribute a summary of requirements for Association approval of physical changes to property. The summary shall describe the types of changes that require Association approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

B. Annual Report. Within one hundred and twenty (120) days after the close of the fiscal year, the Association shall prepare and distribute to each Owner an annual report for the previous year which includes a year-end balance sheet, an income statement, a statement of cash flow for that fiscal year, and a statement of the place where the records of the names and addresses of the current Owners are maintained. The annual report shall mention that the statements were prepared without audit from the books and records of the Association. If the Association's gross income exceeds seventy-five thousand dollars (\$75,000.00), the annual report shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy. If the annual report is not prepared by an independent accountant, it shall be accompanied by the certificate of an Officer of the Association that the statements were prepared without audit from the books and records of the Association. Any Lot owner may obtain an independent audit at any time at his/her expense.

3.11 ACCESS TO ASSOCIATION RECORDS. To the full extent and in the manner required by law, the Association shall make its records available for inspection and copying by any Owner or Owner's designee.

3.12 STATUS CERTIFICATE. Upon written request of an Owner, the Association shall provide an Owner with a written statement, signed by an authorized representative of the Association, stating the amount of all unpaid Assessments, fines, penalties, charges and other financial obligations owed to the Association by the Owner as of the date of the statement. The statement shall be conclusively presumed accurate as of its date in favor of any good faith purchaser of a Lot who relies

on it. The Association may charge a reasonable fee for the statement which shall not exceed the actual administrative cost.

CC&R ARTICLE 4. REPAIRS AND INSURANCE

4.1 ASSOCIATION MAINTENANCE RESPONSIBILITY. The Association shall perform all Maintenance of, and when reasonably necessary repair and replace, the following portions of the Property:

- A. Common Area:** All Common Area including, Exclusive Use Common Area and all improvements and landscaping on Common Area and Exclusive Use Common Area;
- B. Roofing:** All roofing including tiles, felt pads, plywood, and rafters;
- C. Other Residence Surfaces:** All other exterior surfaces of residences and any shed, including paint, gutters, siding, trim, and caulking, including exterior painting and caulking of window frames, doors, and door frames, but excluding all other Maintenance, repair or replacement of such elements, and excluding all Maintenance, repair or replacement of decks, exterior stairs, railings, windows, and all hardware; provided further that the Association responsibilities described in this Subsection 6.1B shall not apply in the event of Catastrophic Damage as described in CC&R Article 9;
- D. Landscaping:** All landscaping on each Lot except landscaping (i) located within a yard area enclosed by a fence, wall or hedge, or (ii) located within any paved area or patio; and
- E. Fences and Fence Gates:** All fences and fence gates on each Lot.

The City of Santa Clara will provide sanitary sewer service up to the boundary line of the Property. The City will provide and maintain water service for domestic use within the public utility easement (Common Area) up to and including water meters. Underground electric power service shall be provided and maintained by the City up to and including secondary splice boxes. The Association will provide such services to the Common Area and to the Lots and shall be solely responsible for the repair and Maintenance of the sanitary sewer line system, storm drain system, domestic water lines, electric power service, asphalt paved area and fire protection lines in the Common Area and through the Lots to the residence or individually-owned buildings or structures, excluding items maintained by the City. All such Maintenance and repairs shall be made at the expense of the Association.

4.2 OWNER MAINTENANCE RESPONSIBILITY.

- A.** Each shall perform all Maintenance of, and when reasonably necessary repair and replace, all elements of his/her Lot, including all improvements and landscaping located on his/her Lot, except those items which are specifically made the responsibility of the Association under Section 4.1. Each Owner shall perform all Maintenance of the elements for which he/she is responsible so that its condition does not impair the value or desirability of any other portion of the Property.
- B.** Notwithstanding anything to the contrary in this Declaration, each Owner is responsible for damage caused by wood-destroying pests or organisms. Upon approval of a majority of Lots, responsibility for such repair may be delegated to the Association, which shall

be entitled to recover costs through a Special Assessment.

- C. In the event of Catastrophic Damage as described in Section 4.6 below, each Owner is responsible for restoring his/her Lot in accordance with that Section.
- D. If an Owner fails to satisfy his/her Maintenance or repair requirements, including requirements created by the conduct of others, the Association may do so and assess any associated expense as a Personal Reimbursement Assessment.

4.3 PARTY WALL MAINTENANCE. Except as otherwise provided in Section 4.1, the costs of Maintenance of Party Walls shall be shared by the Owners of the Lots adjacent to the Party Wall in proportion to their use of the Party Wall. Any disputes regarding the Maintenance of Party Walls shall be resolved by the Board. The general rules of law relating to Party Walls shall apply to the extent that they are not inconsistent with this Section.

4.4 CONSEQUENTIAL DAMAGE AND LOSS. The following provisions shall supersede the general rules described in Sections 4.1 and 4.2.

A. Damage Due To Conduct.

- (1) **Owner Responsibility.** Each Owner is responsible for the costs of all Maintenance, repair or replacement of all areas of the Property necessitated by the acts or omissions of him/herself, his/her guests, his/her invitees (including independent contractors and employees), any Occupants of his/her Condominium and of the guests and invitees of such Occupants. The Association shall perform the work, and shall assess the cost as a Personal Reimbursement Assessment.
- (2) **Association Responsibility.** The Association is responsible for the costs of all Maintenance, repair or replacement of all areas of the Property necessitated by the conduct and behavior of its invitees (including independent contractors and employees).

B. Damage Due To Malfunction.

- (1) **Covered Loss/Point of Origin.** In instances where the damage is not the result of conduct as described in Subsection A, to establish responsibility for costs of repair or replacement in instances where no one is at fault, the Association shall determine the following:
 - (a) Whether the loss would be covered by a typical policy of fire and casualty insurance required to be maintained either by the Association, or by an Owner, under the insurance provisions of this Declaration (a "Covered Loss"); and
 - (b) Whether the Association, or a particular Owner or subgroup of Owners, is responsible for the Maintenance, repair and replacement of the specific element that is the "Point of Origin". The Point of Origin is the specific element of the Property that malfunctioned first, and began the chain of events that led to the loss or damage.

- (2) **Covered Loss/Association Policy.** If the loss is a Covered Loss under a policy the Association is required to carry, the Association shall submit a claim for such loss. To the extent the cost of repair or replacement exceeds policy limits or is within a policy deductible, or if coverage is denied despite reasonable efforts by the Association, such cost of repair or replacement shall be allocated based on Point of Origin as provided in Subsection (4) below. However, if there is no coverage as a result of the failure of the Association to maintain coverage required by this Declaration, the Association shall pay the entire cost of repair or replacement.
- (3) **Covered Loss/Owner Policy.** If the loss is a Covered Loss under a policy an Owner is required by this Declaration to carry, the Owner shall submit a claim for such loss. Since each Owner determines the policy limits and deductibles associated with the fire and casualty coverage he/she obtains, each Owner shall be responsible for all cost of repair or replacement exceeding policy limits or within a policy deductible. If coverage is denied despite reasonable efforts by the Owner, the cost of repair or replacement shall be allocated based on Point of Origin as provided in Subsection (4) below. If there is no coverage as a result of the failure of the Owner to maintain coverage required by this Declaration, such Owner shall pay the entire cost of repair or replacement.
- (4) **Non-Covered Loss/Denial of Coverage.** If the loss is not a Covered Loss (as defined above), or where the preceding Subsections provide that the cost of repair or replacement shall be allocated based on Point of Origin, the following provisions shall apply:
- (a) If the Association is responsible for the element at the Point of Origin, it shall be responsible for the costs of repair or replacement.
 - (b) If an Owner is responsible for the element at the Point of Origin, he/she shall be responsible for the costs of repair or replacement. In such an instance, the Association, in its sole discretion, may choose to perform the work and assess the cost as a Personal Reimbursement Assessment.

4.5 INSURANCE COVERAGE.

A. Liability Insurance.

- (1) The Association shall maintain an insurance policy insuring the Association, its directors, officers and the Owners against public liability incident to ownership and use of the Property. The limits of coverage shall not be less than two million dollars (\$2,000,000) per incident of injury, death and property damage. The policy shall contain a severability of interest endorsement precluding the insurer from denying coverage to a named insured because his/her act or omission created liability in favor of another insured. The policy shall also contain a contractual liability endorsement.
- (2) The Association shall maintain an insurance policy insuring the Association, its directors and officers against liability arising out of acts or omissions in their capacity as agents of the Association. The limits of coverage shall not be less than five hundred thousand dollars (\$500,000) per incident. The policy shall provide prior acts coverage.

- (3) Each Owner must obtain and maintain insurance covering his/her personal liability. Limits of liability shall not be less than a combined limit of five hundred thousand dollars (\$500,000) for injury, death and property damage.

B. Casualty Insurance.

- (1) For the purposes of interpreting and applying any and all provisions of any casualty insurance policy covering any portion of the Property and its contents, a Lot shall not be deemed to include, and Common Area shall be deemed to include, cabinetry, counters, built-in appliances, or other fixtures or elements permanently attached to any residential structure located anywhere on the Property, even if such elements are located within the perimeter boundaries of a Lot. These modified definitions shall apply for the exclusive purposes of interpreting and applying provisions of casualty insurance policies, and for absolutely no other purposes. Other provisions of this Declaration shall be used for all other purposes, including the allocation of responsibility and cost for Maintenance, repair and replacement between the Owners and the Association, and the allocation of such responsibility and cost among the Owners.
- (2) The Association shall maintain a master policy of fire and casualty insurance covering all insurable improvements located on the Property, including all residential structures, and all cabinetry, counters, built-in appliances, or other fixtures or elements permanently attached to any residential structure, but excluding non-attached personal property located within any structure located on a Lot. Such policy shall provide a multi-peril coverage endorsement, and coverage for such other risks as are commonly covered with respect to Properties similar to the Property in construction, location and use, or such other fire and casualty insurance as the Association determines gives substantially equal or greater protection. Coverage shall be in an amount not less than eighty percent (80%) of the greater of the full insurable value, or the actual replacement cost including building code upgrade, exclusive of the cost of excavations, foundations, and footings.
- (3) Each Owner or, in the case of a leased or rented Lot, the Occupants of the Lot, must obtain and maintain insurance covering those portions of his/her personal property not covered by the Association casualty insurance coverage, and shall provide proof of such insurance to the Association upon request.

C. Inability To Obtain Insurance. If the insurance required by this Declaration is difficult, impractical or unduly expensive to obtain, the Association shall obtain insurance as nearly equivalent to the required insurance as is reasonably available.

D. Claims Against Association Insurance. A decision not to submit a particular claim to an Association insurance carrier must be approved by any Owner who will be forced to pay additional repair or replacement costs as a result of the decision.

E. Casualty Insurance Proceeds.

- (1) When a particular Owner is responsible to repair and replace an item under this Declaration (as opposed to where he/she is responsible only to pay the cost of repair or replacement), and the Association receives insurance proceeds for repair or replacement of the item, the proceeds shall be distributed to such Owner, subject to the limitations in Subsection (2) below.

- (2) When Subsection (1) entitles one or more Owners to receive proceeds from Association insurance, but such proceeds must be allocated between Owners or between the Association and one or more Owners, the Association shall use information provided by the insurance carrier relating to how the amount of proceeds was calculated, to the extent such information is available. When such information is not available, or when such information is incomplete, the proceeds shall be allocated in proportion to the cost of repair or replacement of the damaged or lost items. Under no circumstances shall the proceeds be allocated based upon Percentage Interest.
- (3) If Association insurance proceeds allocated to a particular Owner are insufficient to pay the costs of repair or replacement for which such Owner is responsible, the Owner shall pay the additional amounts. Similarly, where an Owner is responsible for the cost of repair or replacement (as opposed to where he/she is responsible to repair and replace the item), and the Association insurance proceeds allocated to such repair or replacement do not cover the full cost, the Owner shall pay the additional amounts.

F. Other Insurance Requirements.

- (1) If the Association has employees, it shall maintain workers' compensation insurance as required by law.
- (2) Each Association insurance policy shall (i) name the Association as trustee for policy benefits payable to the Owners, (ii) provide a waiver of subrogation rights against the Association, its officers and the Owners, (iii) state that coverage be primary and not affected by any other insurance held by an Owner, and (iv) require that at least thirty (30) days prior written notice be given to the Association by the insurer before cancellation.
- (3) The Association's insurance shall be written by an insurance company qualified to do business in California with a rating of at least an "A" by Best's Insurance Reports or equivalent.
- (4) All policies of insurance shall be reviewed at least annually and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent.
- (5) The Association shall notify the Owners by first-class mail as soon as reasonably practical if any of its insurance policies: (i) lapses or is canceled and is not immediately renewed, restored or replaced; (ii) will undergo significant change such as a reduction in coverage or limits, or an increase in the deductible; or (iii) is subject to a notice of nonrenewal and replacement coverage will not be in effect at the time the existing coverage will lapse.

4.6 CATASTROPHIC DAMAGE. As used in this Declaration, "Catastrophic Damage" means sudden and unexpected physical damage to the Property.

A. Catastrophic Damage To Common Area.

- (1) Immediately after the occurrence of Catastrophic Damage to Common Area, the Association shall obtain two or more written bids from separate licensed

contractors to restore the damaged elements to substantially the same condition as existed before the damage occurred. Repair bids shall include at a minimum a detailed scope of work, fixed or not-to-exceed contract price, completion date and provision for adequate insurance coverage by the contractor. Payment and performance bonds shall be required in repair contracts exceeding one hundred thousand dollars (\$100,000). After obtaining repair bids, the Association shall promptly determine the amount of funds available for the repair from insurance, Repair/Replacement Reserves, loans, and any other source.

- (2) Provided that restoring the damaged Common Area would not necessitate a Special Assessment of more than forty thousand dollars (\$40,000) on any Lot, the Association shall restore, and any difference between the total funds available and the actual repair cost shall be imposed as a Special Assessment. If repair would necessitate a Special Assessment of more than forty thousand dollars (\$40,000) on any Lot, the Association shall not repair unless all such Lots, and a majority of all Lots, vote to do so. If the Association does not repair, it shall sell the entire Property in its then existing condition on the best available terms. Each Owner hereby grants the Association an irrevocable power of attorney to represent the Owner in any negotiations or agreements related to sale or other liquidation following Catastrophic Damage. The sale proceeds together with any insurance proceeds, net of any expenses associated with necessary stabilization of the Property and fees associated with disposition of the Property, shall then be distributed as provided in this Declaration. The Association shall then be dissolved and the entire common interest development terminated as provided by law. If the Association fails to sell the Property within a reasonable period of time, it or any Owner may bring an action for judicial partition.
- (3) All individuals or entities performing repairs for the Association shall (i) hold all licenses legally required for such repairs and (ii) enter into a written contract with the Association which satisfies all of the requirements for repair bids specified in Subsection A. The Association shall ensure that repairs are diligently pursued to completion in accordance with best construction practices prevailing in the locale at the time the work is done.
- (4) If the Association or its representative reasonably believes there is an imminent threat of harm to a person, animal or property, the Association may make repairs or take any other necessary action without first complying with the provisions of this Section.
- (5) If the Association decides, by affirmative act or failure to act, to sell the Property rather than repair Catastrophic Damage, it shall promptly notify all Owners of the decision and record a certificate reciting that fact with the County Recorder. Under such circumstances, the Association shall have the power and authority to execute and record, on behalf of itself and the individual Owners, all necessary documents to show the altered status of the Property, including but not limited to a revised Map.

- B. Catastrophic Damage To Lot.** In the event of Catastrophic Damage to a Lot which is not Common Area, the Owner shall proceed as described in this Section. Provided the estimated restoration cost does not exceed available insurance proceeds by more than forty thousand dollars (\$40,000), the Owner shall restore the Lot and all improvements to their previous condition with modifications necessary to comply with applicable Governmental Regulations and construction standards provided that all such

modifications have been approved by the Association in accordance with this Declaration. If the estimated restoration cost exceeds available insurance proceeds by more than forty thousand dollars (\$40,000), the Owner shall either (i) restore the damaged elements as provided in the previous sentence, or (ii) clear and level the damaged or destroyed improvements and remove all wreckage, debris and remains from the Lot so as to leave it in a level, clean, safe and sanitary condition. Restoration or clearing work required under this Section shall be commenced within ninety (90) days, and completed within one (1) year, of the occurrence of Catastrophic Damage. If an Owner fails to satisfy requirements of this Section, the Association may do so and assess any associated expense as a Personal Reimbursement Assessment.

CC&R ARTICLE 5. OTHER ASSOCIATION POWERS AND DUTIES

5.1 GENERAL POWERS OF ASSOCIATION. The Association shall have the power to do any lawful thing required or permitted to be done under the Governing Documents and necessary, appropriate or incidental to the exercise of the express powers or duties of the Association for the peace, health, comfort, safety and general welfare of the Owners, subject only to the limitations on those powers set forth in the Governing Documents. The duties and powers of the Association shall include, but are not limited to, those specifically enumerated in this Declaration. The Association shall pay taxes and special assessments that would be a lien upon the entire Property or the Common Area, and shall discharge any lien or encumbrance levied against the entire Property or the Common Area. The activities of the Association shall be conducted, and all powers exercised, by and under the direction of the Board.

5.2 MANAGER. The Association may employ, or retain as independent contractor, a manager to perform all or any part of the Association's delegable duties. Any management contract shall be in writing and provide for the right of termination without a termination fee by either party with immediate notice if for cause, or with contract-specified advance notice of if without cause. The Association shall not delegate the following powers: (i) to borrow money; (ii) to use Association property as security for a debt; (iii) to levy Assessments; (iv) to begin litigation; (v) to make capital expenditures in excess of budgeted amounts; (vi) to impose discipline for violation of the Governing Documents; or (vii) to hold disciplinary hearings.

5.3 ENFORCEMENT. The Association shall exercise prudent business judgment in determining whether, when and how to enforce the Governing Documents. The Association is authorized to impose fines, suspend voting rights, and impose any other disciplinary action for violation of the Governing Documents to the fullest extent permitted by California law. Before a policy involving the imposition of monetary penalties takes effect, and any time such penalties are revised, the Association shall provide each Owner with a written schedule of penalties. When the Board is to meet to consider discipline of an Owner, it shall provide notice to the Owner delivered personally or by first class mail at least ten (10) days before the meeting. The notice shall contain the date, time and place of the meeting, a description of the alleged violation, and a statement that the Owner may attend and address the Board either in open session or in executive session. If the Board imposes discipline, it shall provide notice to the Owner delivered personally or by first class mail within fifteen (15) days following the action. A disciplinary action shall not be effective against an Owner unless the Board fulfills the procedural requirements of this Section. The Association may not impair an Owner's right to use and enjoy his/her Lot as part of any disciplinary action. Each Owner shall have a right of action against another Owner or the Association for failure to comply with the Governing Documents or with a decision of the Association. A failure by the Association to enforce any provision of the Governing Documents on one or more occasions shall not be deemed a waiver or estoppel of the Association's right to enforce a similar or other violation of the Governing Documents.

5.4 ADOPTION OF RULES. To the fullest extent permitted by law, the Association may adopt Rules related to the management and use of the Property and the implementation of the Governing Documents. The Association shall follow the procedure for adopting and changing Rules described in Civil Code Sections 1357.100 et. seq.

5.5 LEGAL ACTIONS. The Association may institute, defend, settle or intervene in litigation, mediation, arbitration or administrative proceedings in any matter relating to the Property including but not limited to (i) enforcement of the Governing Documents, (ii) damage to the Common Area, (iii) damage to other parts of the Property which the Association is obligated to maintain or repair, or (iv) damage to Lots which arises out of, or is integrally related to, damage to the Common Areas or other parts of the Property which the Association is obligated to maintain or repair. The Association shall not be required to conduct inspections, maintain inspection records, exhaust any applicable casualty insurance coverage, or provide an opportunity to cure prior to initiating a civil action.

5.6 MECHANICS LIENS. When a mechanics lien against the Common Area arises from work for which an Owner has contracted, the Association may discharge it and charge any associated cost to the responsible Owner as a Personal Reimbursement Assessment. When a mechanics lien against the Common Area arises from work for which the Association has contracted and there is no dispute with the entity that filed the lien, the Association shall promptly discharge the lien. When a mechanics lien against a Lot arises from work for which the Association has contracted and the Lot Owner so requests, the Association shall promptly discharge it.

5.7 ASSOCIATION SERVICES. The Association shall obtain Utility service for the Common Area, including for garbage and trash disposal services. In addition, when a particular Utility cannot reasonably be obtained by a Lot independently, the Association shall obtain it and, to the extent possible, allocate any associated cost according to usage.

CC&R ARTICLE 6. ASSOCIATION DECISIONMAKING

6.1 AUTHORITY OF BOARD. In general, all of the activities of the Association shall be conducted, and all powers exercised, by and under the direction of the Board. Whenever the Governing Documents state that the "Association" may or must make a decision, including the enactment, alteration, or repeal of any Rule, the decision is to be made by a vote of the Board rather than by the vote of the Owners. The only exception to these general rules is when the Governing Documents specifically state that a particular decision or action requires the approval of Owners. The Board shall have the duty to satisfy all of the requirements imposed by applicable law, including Civil Code Section 1364 et seq.

6.2 ACTIONS REQUIRING OWNER APPROVAL. The following actions require the approval of Owners, constituting a quorum, casting a majority of the votes on the matter:

- A. Except in an "Emergency Situation" (as defined below), increasing the Regular Annual Assessment more than twenty percent (20%); and
- B. Levying a Special Assessment which, when added to all other Special Assessments levied during the same fiscal year, exceeds five percent (5%) of the budgeted gross expenses for that fiscal year; however, Owner approval shall not be required if the Special Assessment is levied to address an "Emergency Situation" (as defined below).

For the purposes of this Section, an "Emergency Situation" exists when there is an extraordinary expense required to: (i) obey a court order; (ii) perform Association repair or Maintenance required to eliminate a threat to personal safety; or (iii) perform Association repair or Maintenance that could not have been reasonably foreseen when the Operating Budget was prepared, provided the Board passes and distributes an appropriate resolution. The Board resolution must contain written findings as to the necessity of the extraordinary expense and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution must be distributed to the Owners with the notice of the Assessment.

The following actions require the approval of Owners constituting a majority of the total voting power of the Association:

- C.** Changing the allocation of responsibility for Maintenance, repair or replacement between the Owners and the Association;
- D.** Transferring any Association property having an aggregate fair market value greater than five percent (5%) of the Association's budgeted gross expenses for the fiscal year in which the Property is sold;
- E.** Altering or amending the provisions of this Declaration regarding assessment liens, assessment lien priority, insurance, leasing of Lots, or repair of the Property following Catastrophic Damage or condemnation;
- F.** Using the proceeds from an insurance claim or from a settlement or judgment of a legal dispute for any other purpose other than to restore the loss or damage for which the recovery was obtained; and
- G.** Adding, annexing or withdrawing real estate to or from the Property, and granting easements or usage rights affecting the Common Area.

The following actions require the approval of Owners constituting a majority of the total voting power of the Association, and the approval of each Owner both directly and detrimentally affected by the action:

- H.** Changing the method of allocating Assessments or voting rights among Owners;
- I.** Altering, or redefining the boundaries of a Lot.

The following actions require the approval of Owners, constituting seventy-five percent (75%) of the total voting power of the Association:

- J.** Except as otherwise provided in this Declaration, abandoning the Property or terminating Association activities prior to the expiration of the term provided in the Governing Documents; and
- K.** Imposing any restriction of the free alienation or transferability of a Lot (other than leasing restrictions).

CC&R ARTICLE 7. MORTGAGE PROTECTION

7.1 SUBORDINATION. Any lien created or claimed under this Declaration is subject and subordinate to the rights of any previously recorded Mortgage secured by the same Property made in good faith and for value; and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates its interest, in writing, to such lien. On foreclosure of a previously recorded Mortgage, the foreclosure-purchaser shall take title free of any Assessment liens and shall be obligated to pay only assessments or other charges levied or assessed by the Association that became due or payable on or after the foreclosure-purchaser acquired title. The subsequently levied assessments or other charges may include previously unpaid assessments, provided all Owners including the foreclosure-purchaser and his successors and assigns are required to pay their proportionate share.

7.2 FIRST REFUSAL INAPPLICABLE TO MORTGAGEE. Any right of first refusal or option shall bind a Mortgagee and shall not impair the rights of a Mortgagee (i) to foreclose or take title to pursuant to the remedies provided in the Mortgage, (ii) to accept a deed (or assignment) in lieu of foreclosure in the event of default under the Mortgage, or (iii) to sell or lease a separate interest acquired by the Mortgagee following a Mortgage default.

7.3 MORTGAGEE RIGHT TO FURNISH INFORMATION. Any Mortgagee can furnish information to the Board concerning the status of any Mortgage.

7.4 FORMER OWNER IN POSSESSION FOLLOWING FORECLOSURE. A former Owner who loses title by foreclosure but remains in possession shall be bound by the Governing Documents as long as he/she remains in possession, but shall have no obligation to pay Assessments accruing after the date title is transferred.

7.5 MORTGAGEE PRIORITY IN DISTRIBUTION OF PROCEEDS. Each Mortgagee shall have priority over the rights of the Owner of the mortgaged property in case of a distribution to the respective Owner of insurance proceeds or condemnation awards for losses to or a taking of such Owner's interest in the Property. Any provision to the contrary in the Governing Documents is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected Mortgagees, naming such Mortgagees as their interests may appear.

7.6 DEFINITION OF ELIGIBLE MORTGAGEE. An "Eligible Mortgagee" is the holder of a Mortgage given to secure payment of a portion of the purchase price of a Lot and which has requested designation as an Eligible Mortgagee in writing by registered mail, return receipt requested, within ten (10) days of the creation of the mortgage or deed of trust. In order to maintain eligibility, an Eligible Mortgagee must renew its request for such designation in the same manner each year within ten (10) days of the anniversary date of its initial request. The original request and each renewal request shall include the debtor's name, loan number, current holder of the promissory note or other obligation, amount of the unpaid principal, and address and assessor's parcel number of the encumbered parcel. Strict compliance with this paragraph is required.

7.7 MORTGAGEE APPROVAL REQUIREMENTS. The prior written consent (or deemed consent as provided below) of Eligible Mortgagees holding mortgages on at least fifty-one percent (51%) of all separate interests encumbered by Mortgages shall be required to take any of the following actions:

- A.** Except as otherwise provide in this Declaration for cases of Catastrophic Damage, use hazard insurance proceeds for a purpose other than the repair, replacement, or reconstruction, abandon the Property, or terminate the Association;
- B.** Change the method of determining the obligations, assessments, dues, or other charges that may be levied against an Owner, or to change the pro rata interest or obligations of any Owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or for determining the pro rata share of ownership of each Owner in the Common Area;
- C.** Abandon, partition, subdivide, encumber, sell or transfer the Common Area (but the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association or the Owners shall not be deemed to be a transfer within the meaning of this clause);
- D.** Fail to maintain fire and extended coverage insurance on insurable property owned by the Association, including any Common Area improvements, in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; and
- E.** Materially amend any provision of the Governing Documents that are for the express benefit of Mortgagees.

Any Mortgagee that does not respond within thirty (30) days to a written consent request shall be deemed to have consented. If the Association amends or replaces a Governing Document without obtaining the required level of Eligible Mortgagee approval, the changed or new Governing Document shall be binding upon every individual or entity except: (i) an individual or entity that is an Eligible Mortgagee at the time the amendment or replacement document takes effect and that did not consent to the amendment/replacement either explicitly or through failure to respond (a "Non-Consenting Eligible Mortgagee"); (ii) a person or entity that acquires an interest in the Property from a Non-Consenting Eligible Mortgagee following a foreclosure or deed in lieu of foreclosure or a successor in interest to such a person or entity.

7.8 MORTGAGEE NOTICE RIGHTS. Each Eligible Mortgagee shall be entitled to written notice of the following:

- A.** The occurrence of loss, casualty, condemnation or eminent domain which decreases the value of the property encumbered by its Mortgage by more than fifty percent (50%) of its fair market value immediately prior to the occurrence;
- B.** Any 60-day delinquency in the payment of Assessments by, or Association commencement of judicial or nonjudicial foreclosure proceedings to enforce payment of delinquent obligations owed under the Governing Documents against, the Owner of its encumbered property; and
- C.** Any lapse or cancellation of any Association insurance policy.

Failure of an Eligible Mortgagee to receive the notice required by this Section shall not be construed to benefit an Owner or to impede the Association in enforcing the Governing Documents.

7.9 MORTGAGEE INFORMATION RIGHTS. A Mortgagee is entitled to obtain the same information as an Owner from the Association upon written request and payment of required fees.

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7.10 MORTGAGEE RIGHT TO APPEAR AT MEETINGS. Because of its financial interest in the Property, any Mortgagee may appear (but cannot vote, except as otherwise provided hereunder), at meetings of Owners and the Board to draw attention to violations of this Declaration that have not been corrected or that have been made the subject of remedial proceedings or assessments.

CC&R ARTICLE 8. GENERAL PROVISIONS OF DECLARATION

8.1 AMENDMENT OF DECLARATION. This Declaration may be amended with the approval of a majority of Lots provided that the amendment would not effectively circumvent more specific voting requirements within the document. The City of Santa Clara has the authority to veto any amendment to the Governing Documents that would adversely affect the long-term Maintenance of the Property structure or its common areas. To enable the City to exercise this veto, any amendment shall not become effective until sixty (60) days after notice of such proposed action is filed with the City Council of the City of Santa Clara, and the City has not vetoed the amendment.

8.2 CERTIFICATION OF APPROVAL AND RECORDATION. An amendment of this Declaration shall become effective when an authorized officer of the Association has executed and recorded with the County Recorder both (i) the amendment and (ii) a notarized certificate stating that the required number of Lots have approved the amendment. The Association shall distribute a copy of the amendment to each Owner as soon as it becomes effective.

8.3 MANNER OF PROVIDING NOTICES, DOCUMENTS AND REPORTS. Except as otherwise provided in the Governing Documents, a notice, document or report permitted or required by the Governing Documents shall be in writing and deemed received by the person to whom it is given upon either (i) personal delivery, (ii) expiration of forty-eight (48) hours after deposit in the United States mail (first-class, registered or certified), postage prepaid and addressed to the current or, if unavailable, to the last known address of the person to be notified, or (iii) when permitted by law, by electronic transmittal. Notice to the Association shall be given to its President. When Co-Owners own a Lot, a transmittal to any of them shall be deemed a transmittal to all of them. When several Occupants share a Lot, a transmittal to any of them shall be deemed a transmittal to all of them.

8.4 DISPUTE RESOLUTION.

A. Internal Procedure. In any dispute between the Association and an Owner, either party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing. An Owner may refuse such a request, but the Association may not. When a meet and confer request is accepted, the Board shall designate a director to meet and confer, and the Owner and designated director shall meet promptly at a mutually convenient time and place. The designated director must make him/herself available for the meeting within thirty (30) days of the meet and confer request by an Owner. At the meeting, the parties shall explain their positions to each other, and confer in good faith in an effort to resolve the dispute. If the dispute is resolved, it shall be memorialized in writing as an agreement, and signed by the Owner and the director. Such an agreement shall bind the Owner and the Association, and shall be judicially enforceable (subject to the binding arbitration requirements of this Declaration), provided (i) it is not in conflict with law or the Governing Documents, and (ii) it is either consistent with the authority granted by the Board to the designated director or is later ratified by the Board. An Owner shall not be charged a fee to participate in this process. Neither an Owner nor the Association shall be required to participate in this process if the dispute is related to Owner discipline subject to the procedural requirements of Section 5.3, the alteration approval or the alteration non-compliance procedures described in Section 2.9.

- B. Mediation.** Mediation is a voluntary informal attempt to resolve a dispute with the help of a neutral individual who has no decision-making authority. The Association encourages mediation and shall participate in mediation in an effort to resolve disputes related to the Governing Documents, unless the Association determines that immediate action is necessary or that mediation under the circumstances would not be in its best interest. Mediation may occur before, during, or after arbitration or litigation. Unless otherwise agreed, mediation costs shall be shared equally by the participants.
- C. Arbitration.** Arbitration is a voluntary or mandatory method of resolving a dispute by delegating decision making authority to a neutral individual or panel. Any dispute relating to the Governing Documents shall be resolved through mandatory arbitration by the American Arbitration Association or another private arbitration service or individual acceptable to all parties. Any party affected by a dispute may initiate arbitration by written demand. All parties shall pursue arbitration to a conclusion as quickly as possible and conclude every case within six (6) months from the date of the initial written demand for arbitration. Arbitrators shall have discretion to allow the parties reasonable and necessary discovery in accordance with Code of Civil Procedure Section 1283.05, but shall exercise that discretion mindful of the need to promptly and inexpensively resolve the dispute. If a party subject to the Governing Documents refuses to proceed with or unduly delays the arbitration process, any other party may petition a court for an order compelling arbitration or other related act, and shall recover all related expenses, including attorney fees, unless the court finds that the party against whom the petition is filed acted with substantial justification or that other circumstances make the recovery of such expenses unjust. An arbitration award may be entered as a court judgment and enforced accordingly. The arbitration award shall be binding (i) unless the award declares a provision of this Declaration unenforceable or (ii) unless the award is in excess of twenty five thousand dollars (\$25,000), in which cases any party may obtain a trial *de novo* in court of appropriate jurisdiction provided he/she files a civil complaint within sixty (60) days of the entry of a final judgment on the arbitration award. The pendency of arbitration shall toll all applicable statutes of limitation.
- D. Special Disputes.** The following matters are not subject to the mandatory binding arbitration provisions of this Declaration; however, litigation relating to these matters shall be subject to the alternative dispute resolution requirements of Civil Code Section 1369.510 et. seq., as applicable:
- (1) An attempt to recover possession of real property through an unlawful detainer;
 - (2) Except as specifically provided in Civil Code Section 1366.3, enforcement of an obligation to pay an Assessment;
 - (3) A Partition pursuant to Civil Code Section 1359;
 - (4) A claim for bodily injury or wrongful death; and
 - (5) Recordation of a notice of pending action, or an order of attachment, receivership, injunction or other provisional remedy which may provide interim protection during the pendency of an arbitration proceeding.

8.5 OWNER'S ACCOUNTABILITY. Each Owner is responsible to the Association for the conduct and behavior of his/her guests, invitees (including independent contractors and employees), any Occupants or user of his/her Lot, and of the guests and invitees of such Occupants and users.

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8.6 INDEMNIFICATION. Absent gross negligence, intentional misconduct or fraud, the Association shall indemnify its directors, officers and committee members to the fullest extent permitted by law against all liability and expenses, including reasonable attorney fees, arising out of a claim based upon a wrongful act or omission in the scope of their duties on behalf of the Association. The Association shall approve or disapprove the indemnity, and may advance expenses, in accordance with Corporations Code Section 7237.

8.7 COSTS AND ATTORNEY FEES. The party who prevails in an arbitration, civil action or other proceeding to enforce or interpret the Governing Documents shall be entitled to recover all costs and expenses, including reasonable attorney fees, but the arbitrator, judge or other decision maker shall have final discretion to allocate such costs and expenses between the parties in a manner that will accomplish substantial justice.

8.8 TERM OF RESTATED DECLARATION. This Declaration shall continue for a term of twenty (20) years from the date it is recorded unless superseded or terminated sooner. The term shall be automatically extended for successive periods of ten (10) years, unless the Association is terminated, and it records with the County Recorder a notice of termination prior to the commencement of the next period.

8.9 NOTICE OF TRANSFER. An Owner who transfers any ownership interest in a Lot, whether by sale, lease, gift, exchange or otherwise, shall promptly notify the Association of the name and address of the transferee, the type of transfer, the date of transfer and any other information about the transfer that the Association may reasonably request.

8.10 CONDEMNATION. Each Owner hereby grants the Association an irrevocable power of attorney to represent the Owner in any condemnation or eminent domain negotiation or proceeding, whether or not a civil action has been started. The proceeds from a taking of two or more Lots or of the Common Area by eminent domain shall be distributed as provided in Section 8.12 of this Declaration.

8.12 DISTRIBUTIONS. All proceeds from sale or liquidation following Catastrophic Damage, or condemnation relating to two or more Lots or to the Common Area, shall be paid to the Association for the benefit of the Owners and their mortgagees. To the extent proceeds from insurance or condemnation have been allocated among affected Lots and Common Area by the paying entity, the Association shall distribute such funds in accordance with that allocation. Otherwise, the Association shall distribute these funds to the affected Owners based upon the relative value of the affected Owners' Lots. Relative value shall be determined through an appraisal process as follows:

- A. The Association shall retain three (3) appraisers meeting the following requirements: (i) having at least two (2) years experience appraising real estate similar to the Property in the area where the Property is located, (ii) holding a valid real estate sales, brokerage or appraisal license, (iii) having no prior business or personal relationship with any Owner, and (iv) agreeing in writing to complete his/her appraisal within fourteen (14) calendar days of retention.
- B. The Association shall instruct each appraiser to determine the fair market value of each Lot involved in the relative valuation. The appraisers shall base their valuations on the physical conditions which existed on the date immediately preceding the destruction or other event triggering the need for valuation.
- C. Upon receiving the valuations of all appraisers, the Association shall disregard the lowest and highest appraisal for each Lot. The Association shall then use the remaining appraisal for each Lot to determine the relative values.

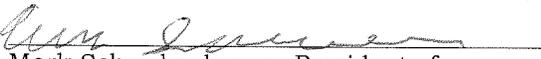
If any Owner owes money to the Association at the date of the disbursement, the amount owed shall be subtracted from the amount to be disbursed to that Owner.

8.13 ADDITIONAL GENERAL PROVISIONS. Any uncertainty or ambiguity in the Governing Documents shall be resolved by reference to the following rules of interpretation: (i) the provisions of the Governing Documents shall be liberally interpreted to facilitate the operation of a common interest development and liberally interpreted to preserve and protect the general plan established for mutual and common benefit of all Owners, and (ii) a more specific provision shall prevail over a more general one. In the event of an inconsistency between this Declaration and the Map, the Map shall control. In the event of an inconsistency between this Declaration and the Bylaws, this Declaration shall control. Both this Declaration and the Bylaws shall control over an inconsistent provision in the Rules. Each provision of the Governing Documents is independent and severable, and may be enforced even though another provision may be unenforceable. Each Owner grants an irrevocable power of attorney to the Association to carry out the provisions of this Declaration. References to particular statutes of the State of California shall include any amendment of the statute. If a particular statute is repealed, reference to the statute shall include another statute which thereafter governs the same subject.

8.14 CERTIFICATE OF PRESIDENT. Pursuant to Civil Code Section 1355(a), I, the undersigned, declare under penalty of perjury that the following facts are true and correct of my own personal knowledge:

- A. I am the duly elected President of the HARRISON STREET TOWNHOMES OWNERS ASSOCIATION.
- B. The required percentage of Owners have given their approval to amend the currently effective Declaration of Covenants, Conditions and Restrictions by adopting this First Restated Declaration of Covenants, Conditions and Restrictions.

Executed in Santa Clara, California on 3/14/14.


Mark Schwabacher, as President of
HARRISON STREET TOWNHOMES OWNERS ASSOCIATION

[NOTARY ACKNOWLEDGEMENT FOLLOWING PAGE]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

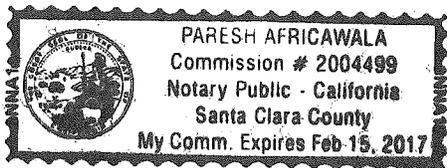
State of California

County of Santa Clara }

On March 14th 2013 before me, Pareesh Africawala Notary Public

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

Description of Attached Document

Title or Type of Document: Bluff 269 Page 12 - CC&A
Document Date: 3/14/14 Number of Pages: 30
Signer(s) Other Than Named Above: 6471

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): president
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-14



Date: April 8, 2014
To: City Manager for Council Action
From: City Attorney
Subject: Pass to Print an Ordinance Amending Chapter 2.130 of "The Code of the City of Santa Clara, California" to reflect updates to the Political Campaign Finance Reform Act

EXECUTIVE SUMMARY:

The City of Santa Clara Political Campaign Finance Reform Act (the "Act") was adopted in 2000 and has remained largely unchanged since that time. Although the Act has worked well and achieved its intended purposes, it is appropriate to update the Act in several respects to reorganize certain sections, clarify issues that have arisen over the years and keep up with legal developments.

DISCUSSION:

Adopted on January 11, 2000, the Act (Chapter 2.130, et seq. of the City Code) was intended to ensure that individuals and interest groups in the City have a fair and equal opportunity to participate in the elective process. In adopting the Act, the City Council's primary goals were to:

- (a) Ensure that individuals and interest groups in the City have a fair and equal opportunity to participate in the municipal elective and governmental processes;
- (b) Reduce the influence of large contributors with a specific financial stake in matters before the City Council, thus countering the perception that decisions are influenced more by the size of contributions than the best interests of the people of the City;
- (c) Encourage candidates to limit their overall expenditures in campaigns, thereby reducing the pressure on candidates to raise large campaign war chests for defensive purposes, beyond the amount necessary to communicate reasonably with voters;
- (d) Increase the value of smaller contributions to candidates;
- (e) Reduce the fund raising advantage of incumbents and thus encourage competition for elective office;
- (f) Allow candidates and officeholders to spend a lesser portion of their time on fund raising and a greater portion of their time dealing with issues of importance to their constituents;
- (g) Improve the disclosure of contribution sources in reasonable and effective ways; and
- (h) Help restore public trust in governmental electoral institutions. (See, Santa Clara City Code Sec. 2.130.030)

City Manager for Council Action

Subject: Pass to Print an Ordinance Amending Chapter 2.130 of the Santa Clara City Code

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Since 2000, the City has operated a number of municipal elections and overseen numerous political campaigns. Over that time, it is evident that the Act has served the purposes for which it was intended. Despite the fact that 14 years have passed, those purposes are just as relevant today.

As with all City regulations, however, it is productive to update ordinances over time to reflect changes in practice or issues in their operation. Although the Act has worked well, it is appropriate to update it in several respects. The highlights are as follows.

Clarification of Several Sections

Pursuant to Section 2.130.160 of the Act, candidates can accept a voluntary limit on campaign expenditures. This limit was originally \$25,000 and has been adjusted each election cycle by a complicated formula that takes into account the Consumer Price Index (“CPI”), the cost of the candidate’s statement of qualifications and bulk mailing cost of postage. In practice, this formula has been difficult to administer and yielded inconsistent results. The proposed amendment to the Act will simplify this formula and dictate that the expenditure limit be adjusted simply by the CPI applied on an annual basis.

In practice, candidates have interpreted the Act as prohibiting campaign contributions made outside the election cycle (May 1st through December 31st). Section 2.130.050(c) codifies this practice and states that, “No person shall make to any candidate for office or the controlled committee of such a candidate and no such candidate or candidate controlled committee may accept a contribution unless it is made or accepted during the election cycle.”

Finally, the practice of not counting state (FPPC) and local filing fees against the expenditure limit has been codified at Section 2.130.160(e)(iii).

Reorganization

Previously, enforcement provisions in the Act were spread throughout the ordinance. As amended, those provisions are consolidated in Sections 2.130.190-250.

Many of the applicable time limits were also spread throughout various provisions in the Act. As amended, those provisions are principally in Section 2.130.050.

Legal Changes

Several United States Supreme Court cases decided since adoption of the Act have made it clear that “leveling the playing field” against large contributors is not a sufficient government interest to justify certain campaign finance limitations. Instead, a legitimate focus should be on eliminating undue influence in the campaign process or the appearance of it. Section 2.130.020 has been amended to reflect this.

Also, limits on campaign contributions cannot be so restrictive as to impede the ability of challengers to raise sufficient funds to mount meaningful campaigns. Since its inception, the Act has limited contributions to \$500 for candidates who voluntarily accept the expenditure limitation and \$250 for those candidates who do not. As amended, the Act requires that those limits be indexed by inflation in the same fashion as the expenditure limitation, i.e., by the CPI. Another option for the Council to consider is simply raising those limits by a set number, as opposed to adjustments every election cycle.

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Further, specific findings have been added to the Act which state:

(i) Individual contributions in excess of Five Hundred Dollars (\$500.00) may result in the reasonable perception by the public of the appearance of undue influence on successful candidates by larger contributors. Limiting contributions below this level for candidates accepting the voluntary expenditure limits of this chapter will bolster the public's trust in the local electoral process;

(ii) Limiting contributions to Two Hundred Fifty Dollars (\$250.00) for candidates who do not accept voluntary campaign limits represents a reasonable incentive for candidates to accept voluntary expenditure limits without reducing any candidate's ability to effectively campaign or to reasonably raise adequate campaign funds; and

(iii) The difference between the alternative contribution limits is not calculated to deny any candidate the option of not accepting expenditure limits. Rather, it is intended to reflect a meaningful distinction to be appreciated by both candidates and the public encouraging fair elections free from the perceived negative effects of excessive campaign spending. [Sec. 2.130.020(f)].

ADVANTAGES AND DISADVANTAGES OF ISSUE:

This amendment will clarify the existing Act and ensure fairness for political campaign candidates within the City. There are no disadvantages to the City.

ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:

That the Council Pass to Print an Ordinance Amending Chapter 2.130 of "The Code of the City of Santa Clara, California" to reflect updates to the Political Campaign Finance Reform Act.



Richard E. Nosky, Jr.
City Attorney

Approved:



Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Ordinance Amending Chapter 2.130

I:\AGENDA\AGENDA REPORTS\14.0539 Political Campaign Finance Reform Act 04-08-14.doc

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, AMENDING CHAPTER 2.130 (POLITICAL
CAMPAIGN FINANCE REFORM ACT OF TITLE 2
(ADMINISTRATION AND PERSONNEL) OF “THE CODE OF
THE CITY OF SANTA CLARA, CALIFORNIA”**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the monetary contributions to political campaigns are a legitimate form of participation in the American political process, but large contributions may have an undue influence on candidates or create the appearance of an undue influence in the political process;

WHEREAS, the rapidly increasing costs of political campaigns have forced many candidates to raise larger and larger percentages of money from individuals and interest groups with a specific financial stake in matters before the City Council. This has caused a public perception that votes are being improperly influenced by monetary contributions to candidates. This perception is undermining the credibility and integrity of the governmental process;

WHEREAS, high campaign costs are forcing officeholders to spend more time on fundraising and less time on the public’s business. The periodic pressure to raise contributions distracts officeholders from urgent governmental matters;

WHEREAS, the integrity of the governmental process, the competitiveness of campaigns and public confidence in local officials are all diminishing;

WHEREAS, campaign contributions and campaign expenditures in municipal election campaigns should be fully and truthfully disclosed in order that the voters may be fully informed about a candidate’s sources of campaign contributions.

WHEREAS, individual contributions in excess of Five Hundred Dollars (\$500.00) may result in the reasonable perception by the public of the appearance of undue influence on successful candidates by

larger contributors. Limiting contributions below this level for candidates accepting the voluntary expenditure limits of this chapter will bolster the public's trust in the local electoral process;

WHEREAS, limiting contributions to Two Hundred Fifty Dollars (\$250.00) for candidates who do not accept voluntary campaign limits represents a reasonable incentive for candidates to accept voluntary expenditure limits without reducing any candidate's ability to effectively campaign or to reasonably raise adequate campaign funds; and,

WHEREAS, the difference between the alternative contribution limits is not calculated to deny any candidate the option of not accepting expenditure limits. Rather, it is intended to reflect a meaningful distinction to be appreciated by both candidates and the public encouraging fair elections free from the perceived negative effects of excessive campaign spending.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Chapter 2.130 ("Political Campaign Finance Reform Act") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California" ("SCCC") is replaced in its entirety to read as follows:

**"Chapter 2.130
POLITICAL CAMPAIGN FINANCE REFORM ACT**

Sections:

Article I. Findings and Purposes

- 2.130.010 Title.
- 2.130.020 Findings and declarations.
- 2.130.030 Purpose of this chapter.

Article II. Definitions

- 2.130.040 Interpretation of this chapter.

Article III. Contribution Limits

- 2.130.050 Limits on contributions from persons.
- 2.130.060 Prohibition on transfers of campaign contribution funds.
- 2.130.070 Return of contributions.

- 2.130.080 Aggregation of payments.
- 2.130.090 Loans from third party sources.
- 2.130.100 Family contributions.
- 2.130.110 Money received by officials treated as contributions, income or gifts.
- 2.130.120 One campaign committee and one checking account per candidate.
- 2.130.130 Limit on cash contributions; cash expenditures.
- 2.130.140 Limit on anonymous contributions.
- 2.130.150 Contributions on behalf of others prohibited.

Article IV. Voluntary Expenditure Limits

- 2.130.160 Candidate acceptance or rejection of expenditure limits.
- 2.130.070 Extinguishment of expenditure limit.

Article V. Surplus Campaign Funds

- 2.130.180 Use of surplus campaign funds.

Article VI. Enforcement

- 2.130.190 Penalties for violation of this chapter.
- 2.130.200 Civil actions.
- 2.130.210 Injunctive relief.
- 2.130.220 Cost of litigation.
- 2.130.230 Disqualification.
- 2.130.240 Effect of violation on outcome of election.
- 2.130.250 Right to cure violation.

Article VII. Additional Disclosure Requirements

- 2.130.260 Additional pre-election campaign statement.
- 2.130.270 Disclosure of occupation and employer of contributor.
- 2.130.280 Submission of campaign disclosure statements.

Article VIII. Agency Responsibility

- 2.130.290 Duties of the local filing officer.

Article IX. Miscellaneous Provisions

- 2.130.300 Applicability of other laws.
- 2.130.310 Severability

Article I. Findings and Purposes

2.130.010 Title.

In 1974, the voters of California approved a far-reaching initiative measure commonly known as Proposition 9. The provisions of Proposition 9 were codified into the California Government Code as Title 9 (entitled “Political Reform” – § 81000 et seq.). This enactment is commonly referred to as

the “Political Reform Act of 1974,” hereinafter the “Political Reform Act.” Among other things, the Political Reform Act subjected all public officials to rigorous conflicts of interest provisions and imposed explicit regulation and accountability for political campaign contributions and expenditures on elected officials.

This chapter shall be known as the “City of Santa Clara Political Campaign Finance Reform Act” (“Act”). It is intended to supplement the provisions of the Political Reform Act, as it is amended from time to time. In some instances, the Act is intended to be a convenient, single source reminder of the applicable State law. In other instances, the provisions of the Act are expressly intended to be more restrictive than the Political Reform Act. (Ord. 1745 § 2, 1-11-00).

2.130.020 Findings and declarations.

In enacting this chapter, the following findings and declarations are adopted:

(a) Monetary contributions to political campaigns are a legitimate form of participation in the American political process, but large contributions may have an undue influence on candidates or create the appearance of an undue influence in the political process.

(b) The rapidly increasing costs of political campaigns have forced many candidates to raise larger and larger percentages of money from individuals and interest groups with a specific financial stake in matters before the City Council. This has caused a public perception that votes are being improperly influenced by monetary contributions to candidates. This perception is undermining the credibility and integrity of the governmental process.

(c) High campaign costs are forcing officeholders to spend more time on fundraising and less time on the public’s business. The periodic pressure to raise contributions distracts officeholders from urgent governmental matters.

(d) The integrity of the governmental process, the competitiveness of campaigns and public confidence in local officials are all diminishing.

(e) Campaign contributions and campaign expenditures in municipal election campaigns should be fully and truthfully disclosed in order that the voters may be fully informed about a candidate's sources of campaign contributions. (Ord. 1745 § 2, 1-11-00).

(f) Specific Findings Regarding Two Tiered Contribution Limits. The contribution limits set forth in Section 2.130.050 herein are based on the following specific findings:

(1) Individual contributions in excess of Five Hundred Dollars (\$500.00) may result in the reasonable perception by the public of the appearance of undue influence on successful candidates by larger contributors. Limiting contributions below this level for candidates accepting the voluntary expenditure limits of this chapter will bolster the public's trust in the local electoral process.

(2) Limiting contributions to Two Hundred Fifty Dollars (\$250.00) for candidates who do not accept voluntary campaign limits represents a reasonable incentive for candidates to accept voluntary expenditure limits without reducing any candidate's ability to effectively campaign or to reasonably raise adequate campaign funds.

(3) The difference between the alternative contribution limits is not calculated to deny any candidate the option of not accepting expenditure limits. Rather, it is intended to reflect a meaningful distinction to be appreciated by both candidates and the public encouraging fair elections free from the perceived negative effects of excessive campaign spending.

2.130.030 Purpose of this chapter.

This chapter is to be liberally construed to effectuate the following purposes:

- (a) Ensure that individuals and interest groups in the City have a fair opportunity to participate in the municipal elective and governmental processes.
- (b) Reduce the influence of large contributors with a specific financial stake in matters before the City Council, thus countering the perception that decisions are influenced more by the size of contributions than the best interests of the people of the City.
- (c) Encourage candidates to limit their overall expenditures in campaigns, thereby reducing the pressure on candidates to raise large campaign war chests for defensive purposes, beyond the amount necessary to communicate reasonably with voters.
- (d) Increase the value of smaller contributions to candidates.
- (e) Reduce the fund raising advantage of incumbents and thus encourage competition for elective office.
- (f) Allow candidates and officeholders to spend a lesser portion of their time on fund raising and a greater portion of their time dealing with issues of importance to their constituents.
- (g) Improve the disclosure of contribution sources in reasonable and effective ways.
- (h) Help restore public trust in governmental and electoral institutions. (Ord. 1745 § 2, 1-11-00).

Article II. Definitions

2.130.040 Interpretation of this chapter.

Unless a term is specifically defined in this chapter, or the contrary is stated (or clearly appears from the context), the definitions set forth in Chapter 2 (“Definitions” – § 82000 et seq. of the Government Code) of the State Political Reform Act shall govern the interpretation of the provisions of this chapter.

(a) “Election cycle” means that period commencing on May 1st of a general election year and concluding on December 31st of that same year. If a special election is conducted, the election cycle shall commence on the first day of the month at least six months before the election and shall conclude on the last day of the month following the election (i.e., assume a March date is used for a City special election for an elective office; September 1st (the first day of the month at least six months before the election date) would be the first day of the election cycle and April 30th (the last day of the month following the election) would be the last day of the election cycle).

(b) “Campaign literature” means any communication which meets the following criteria: (i) it is distributed during the campaign cycle, (ii) it identifies the candidate (even if the fact of candidacy is not mentioned in the communication, it is deemed that there is a valuable benefit to the candidate gained by the name recognition generated through the distribution of a communication during a campaign cycle) and (iii) the candidate (and/or the candidate’s campaign committee) has paid for at least fifteen percent (15%) of the cost of preparation and/or distribution inclusion of the communication. The candidate’s cost for the campaign literature shall be identified and accounted for as a campaign expense.

(c) The term “office” means the offices of Mayor, City Council, Chief of Police and City Clerk. (Ord. 1745 § 2, 1-11-00; Ord. 1788 §§ 2, 3, 2004; Ord. 1835 § 1, 4-15-08).

Article III. Contribution Limits

2.130.050 Limits on contributions from persons.

(a) No person shall make to any candidate for office or the controlled committee of such a candidate and no such candidate and the candidate’s controlled committee shall accept from any such person a contribution or contributions totaling more than two hundred and fifty dollars (\$250.00) during the election cycle for each election in which the candidate is on the ballot or is a

write-in candidate. Acceptance of the voluntary expenditure limits contained in SCCC 2.130.160 shall raise the contribution limit to five hundred dollars (\$500.00). Beginning in 2014, the contribution limits established in this section shall be adjusted on an annual basis by a percentage equal to the Consumer Price Index for all Urban Consumers for the San Francisco Bay Area (CPI). The adjustment to the contribution limits shall be by City Council resolution adopted at least six months prior to each election. The adjustment shall be rounded off to the nearest ten dollar figure [downward (if \$4.99 or less) or upward (if \$5.00 or more)].

(b) Nothing in this chapter shall prohibit a candidate from making unlimited contributions to his/her own campaign.

(c) No person shall make to any candidate for office or the controlled committee of such a candidate and no such candidate or candidate controlled committee may accept a contribution unless it is made or accepted during the election cycle.

(d) The last day a campaign contribution may be deposited shall be eleven (11) calendar days before the election date (i.e., a Tuesday, November 2nd election date would make Friday, October 22nd the last day to deposit a contribution) and (ii) the last day a payment for campaign expenses may be made shall be the last day of the month following the election month (i.e., a November election would require that all campaign expenses be paid by December 31st – the last day of the month following the election month).

(e) Nominal in-kind contributions not exceeding one hundred dollars (\$100.00) per source shall be allowed between the closing of the fundraising window and election day, provided that the contribution meets all other requirements of this chapter.

(f) Committees formed to support or oppose a ballot measure shall be excepted from the limitations contained in this Section. (Ord. 1745 § 2, 1-11-00; Ord. 1835 § 2, 4-15-08).

2.130.060 Prohibition on transfers of campaign contribution funds.

No candidate controlled committee shall make any contribution to any other candidate running for office, his or her controlled committee or any committee supporting or opposing a candidate for office. (Ord. 1745 § 2, 1-11-00).

2.130.070 Return of contributions.

A contribution shall not be considered to be received if it is not negotiated, deposited or utilized, or if it is returned to the donor within fourteen (14) calendar days of receipt. In the case of a late contribution, as defined in the Political Reform Act, it shall not be deemed received if it is returned to the contributor within 48 hours of receipt. (Ord. 1745 § 2, 1-11-00).

2.130.080 Aggregation of payments.

For purposes of the contributions limits in this article, the following shall apply:

(a) All payments made by a person, as broadly defined in the Political Reform Act, whose contributions or expenditures are financed, maintained or controlled by any other person shall be considered to be made by a single person, committee or small contributor political action committee.

(b) Two or more entities shall be treated as one person when any of the following circumstances apply:

- (1) The entities share the majority of members of their boards of directors.
- (2) The entities share two or more officers.
- (3) The entities are owned or controlled by the same majority shareholder or shareholders.
- (4) The entities are in a parent-subsidary relationship.

(c) An individual and any general partnership in which the individual is a partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

(d) No committee which supports or opposes a candidate for office shall have as officers individuals who serve as officers on any other committee which supports or opposes the same candidate. No such committee shall act in concert with, or solicit or make contributions on behalf of any other committee. This subsection shall not apply to treasurers of committees if these treasurers do not participate in or control in any way a decision on whether the candidate or candidates receive contributions. (Ord. 1745 § 2, 1-11-00).

2.130.090 Loans from third party sources.

(a) A loan shall be considered a contribution from the maker and the guarantor of the loan and shall be subject to the contribution limits (two hundred and fifty dollars (\$250.00, as adjusted from time to time) or five hundred dollars (\$500.00, as adjusted from time to time) if the voluntary expenditure limit is accepted) of this chapter.

(b) Every loan to a candidate or the candidate's controlled committee shall be by written agreement and shall be filed with the candidate's or committee's campaign statement on which the loan is first reported.

(c) The proceeds of a loan made to a candidate by a commercial lending institution in the regular course of business on the same terms available to members of the public and which is secured or guaranteed shall not be subject to the contribution limits of this chapter.

(d) Extensions of credit (other than commercial loans pursuant to subsection (c) of this section for a period of more than thirty (30) calendar days are subject to the contribution limits of this chapter. (Ord. 1745 § 2, 1-11-00).

2.130.100 Family contributions.

(a) Contributions by a husband and wife shall be treated as separate contributions and shall not be aggregated.

(b) Contributions by children under eighteen (18) years of age shall be treated as contributions by their parents and attributed proportionately to each parent (one-half to each parent or the total amount to a single custodial parent). (Ord. 1745 § 2, 1-11-00).

2.130.110 Money received by officials treated as contributions, income or gifts.

Any funds received by an elected official or candidate running in the City or any committee controlled by such an official or candidate shall be considered either a campaign contribution, income or a gift. All campaign contributions received by such persons shall be subject to the provisions of this chapter unless such campaign contributions are used exclusively for elections held outside the City. All income and gifts shall be subject to the conflict of interest provisions of the Political Reform Act. (Ord. 1745 § 2, 1-11-00).

2.130.120 One campaign committee and one checking account per candidate.

A candidate shall have no more than one campaign committee and one checking account out of which all expenditures shall be made. This section shall not prohibit the establishment of savings or investment accounts, but no qualified campaign expenditures shall be made out of these accounts. (Ord. 1745 § 2, 1-11-00).

2.130.130 Limit on cash contributions; cash expenditures.

This section is a reminder of a portion of the provisions of Government Code § 84300 pertaining to cash:

(a) No contribution of one hundred dollars (\$100.00) or more shall be made or received in cash.

(b) No expenditure of one hundred dollars (\$100.00) or more shall be made or received in cash.

The remaining provisions of Government Code § 84300 shall remain in effect. (Ord. 1745 § 2, 1-11-00).

2.130.140 Limit on anonymous contributions.

No person shall make an anonymous contribution(s) to a candidate or controlled committee totaling one hundred dollars (\$100.00) or more in any election cycle. An anonymous contribution of one hundred dollars (\$100.00) or more shall not be kept by the intended recipient, but shall instead be promptly paid to the City Clerk for deposit in the general fund of the City to be earmarked for the purpose of offsetting any costs incurred by the City in enforcing this Chapter. (Ord. 1745 § 2, 1-11-00).

2.130.150 Contributions on behalf of others prohibited.

No contribution shall be made, directly or indirectly, by any person in a name other than the name by which such person is legally identified. (Ord. 1745 § 2, 1-11-00).

Article IV. Voluntary Expenditure Limits

2.130.160 Candidate acceptance or rejection of expenditure limits.

(a) Each candidate for City office shall file a “Declaration of Candidacy Statement” (“Declaration”) which shall be in a form to be determined by the City Clerk before that candidate accepts any campaign contributions. At the time of filing his/her declaration, the candidate shall indicate on the Declaration his/her acceptance or rejection of the voluntary expenditure limit of twenty-five thousand dollars (\$25,000.00 – the base was established in February, 2000),, which, beginning in 2014, shall be adjusted on an annual basis solely by a percentage equal to the San Francisco Bay Area All Urban Consumer Price Index (CPI). The adjustment to the voluntary

expenditure limit shall be by City Council resolution adopted at least six months prior to each election. The adjustment shall be rounded off to the nearest hundred dollar figure [downward (if \$49.99 or less) or upward (if \$50.00 or more)].

(b) For candidates accepting the voluntary expenditure limits, the following advantages apply:

(1) The candidate may accept a contribution of up to five hundred dollars (\$500.00, as adjusted from time to time) from each contributor.

(2) The City shall pay for one-half the cost of the candidate's statement of qualifications printed in the ballot pamphlet.

(3) The sample ballot shall contain a designation that the candidate was a participant in the voluntary expenditure limit program.

(4) The candidate's name shall be listed in a newspaper of general circulation indicating they have been a participant in the voluntary expenditure limit program.

(5) The candidate's participation in the voluntary expenditure limit program shall be disseminated for public information on the City's website, government access cable television channel, public libraries, public offices, etc.

(c) A candidate who agrees to accept the voluntary expenditure limit in this article may not change that decision, except where an opposing candidate files a statement of rejection of the voluntary expenditure limit, the candidate may rescind his/her acceptance of the voluntary expenditure limit within seventy-two (72) hours of the final date that nomination papers can be filed; provided, that the candidate will be limited from the date of his/her rescission to a maximum contribution limit of two hundred fifty dollars (\$250.00, as adjusted from time to time) per source.

(d) A candidate who agrees to accept the voluntary expenditure limit in this article shall not exceed the expenditure limit of twenty-five thousand dollars (\$25,000.00), as adjusted from time to time. The candidate shall immediately notify all opponents and the City Clerk by telephone and by confirmation in writing the day the expenditure limit is exceeded. (Ord. 1745 § 2, 1-11-00; Ord. 1768 § 2, 5-7-02; Ord. 1788 § 4, 2004; Ord. 1835 §§ 3, 4, 4-15-08).

(e) The following shall not count toward the Voluntary Expenditure Limit: (i) the cost of the candidate statement, whether paid by the candidate or the City; (ii) contributions returned by the candidate within thirty (30) days of receipt; and (iii) filing fees required by state or local law.

2.130.170 Extinguishment of expenditure limit.

If a candidate violates the campaign expenditure limit of this article, the expenditure limit shall no longer be applicable to the other candidates running for the same office. (Ord. 1745 § 2, 1-11-00).

Article V. Surplus Campaign Funds

2.1.130.180 Use of surplus campaign funds

(a) At the termination of the election cycle, all candidates (whether defeated or elected) shall be required to have a zero balance in their campaign fund account. Disbursement of all unused (“surplus”) campaign funds is mandatory by the termination of the election cycle.

(b) With respect to loans a candidate makes to his/her own campaign, before the end of the election cycle, either (i) the loan must be repaid in full to the candidate, or (ii) the outstanding loan balance must be forgiven (“written off”) by the candidate.

(c) Surplus campaign funds may be expended (i) for a post-election event held no later than the end of the election cycle, and/or (with the explicit exclusion of payment for an elected

officer's expenses unrelated to the election campaign), (ii) for the purposes delineated in Government Code Section 89519(b) (entitled "Surplus campaign funds; disclosure; use").

(d) The City's campaign expenditure limitations do not apply to surplus campaign funds disbursed in compliance with the provisions of this section.

Article VI. Enforcement

2.130.190 Penalties for violation of this chapter.

Pursuant to SCCC 1.05.070, the enforcement of violations of the provisions of this chapter may be prosecuted as an infraction or misdemeanor.

(a) Infraction/Misdemeanor. Any person who violates any of the provisions of this chapter shall be guilty of an infraction and/or misdemeanor.

(b) Prosecution. Every violation of this chapter shall be a misdemeanor; provided, however, that where the prosecutor has determined that such action would be in the best interest of justice, the prosecutor may specify in the accusatory pleading or citation, that the violation shall be prosecuted as an infraction.

(c) Penalty for Infraction. Each and every violation of this chapter which is deemed an infraction is punishable by a fine not exceeding two hundred and fifty dollars (\$250.00).

(d) Penalty for Misdemeanor. Each and every violation of this chapter which is deemed a misdemeanor is punishable by a penalty of not more than one thousand dollars (\$1,000.00), or by imprisonment in the City or County jail for a period of not exceeding six months, or, by both penalty and imprisonment.

2.130.200 Civil actions.

(a) Any person who intentionally or negligently violates any provision of this chapter shall be liable in a civil action brought by a person residing within the city for an amount not more than three times the amount of the unlawful contribution or expenditure.

(b) If two or more persons are responsible for any violation, they shall be jointly and severally liable.

(c) In determining the amount of liability, the court may take into account the seriousness of the violation and the degree of culpability of the defendant. If a judgment is entered against the defendant or defendants in an action, the plaintiff shall receive fifty percent (50%) of the amount recovered. The remaining fifty percent (50%) shall be deposited into the general fund of the City. In an action brought by the District Attorney, the judgment shall be paid to the general fund of the County of Santa Clara.

(d) No civil action alleging a violation of any provision of this Act shall be filed more than two years after the date the violation occurred.

(e) The provisions of SCCC 2.130.240, Effect of violation on outcome of election, shall apply. (Ord. 1745 § 2, 1-11-00).

2.130.210 Injunctive relief.

Any person residing in the City may sue for injunctive relief to enjoin violations or to compel compliance with the provisions of this chapter. (Ord. 1745 § 2, 1-11-00).

2.130.220 Cost of litigation.

The court may award to a plaintiff or defendant who prevails in any action authorized by this chapter, costs of litigation, including reasonable attorneys' fees. (Ord. 1745 § 2, 1-11-00).

2.130.230 Disqualification.

In addition to any other penalties prescribed by law, if an official receives a contribution in violation of this chapter, the official shall not be permitted to make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which the contributor has a financial interest. The provisions of Government Code § 87100 et seq., and the pertinent regulations of the Fair Political Practices Commission (Title 2, Division 6, Chapter 7 (entitled “Conflicts of Interest – Section 18700 et. seq)) shall apply to interpretations of this section. (Ord. 1745 § 2, 1-11-00).

2.130.240 Effect of violation on outcome of election.

If a candidate is found by a court (or jury) to have violated any provision of this chapter, the court shall make a determination as to whether the violation had a material effect on the outcome of the election. If the court finds the violation did have a material effect on the election, the following shall apply.

(a) If the court determination becomes final before the date of the election, the votes for such candidate shall not be counted and the election shall be determined on the basis of the votes cast for the other candidates in that race;

(b) If the court determination becomes final after the date of the election, and if such candidate was declared to have been elected, then such candidate shall not assume office, the office shall be deemed vacant and shall be filled as otherwise provided in the City Charter and City Code;

(c) If the court determination becomes final after the candidate has assumed office, then the candidate shall be removed from office, the office shall be deemed vacant and shall be filled as otherwise provided in the City Charter and City Code;

(d) The court may determine the candidate shall be ineligible to hold any elective City office for a period of four years after the date of such court determination that a violation occurred;

(e) In a criminal proceeding, a plea of nolo contendere shall form the basis for a court determination of the impact of the violation of this chapter. (Ord. 1745 § 2, 1-11-00).

2.130.250 Right to cure violation.

A candidate or candidate controlled committee that accepts a contribution in violation of this chapter shall not be penalized, if the candidate or candidate controlled committee returns the contribution or contributes it to the City general fund or to a charitable organization within seven (7) days of its receipt.

Article VII. Additional Disclosure Requirements

2.130.260 Additional pre-election campaign statement.

The Political Reform Act provides for various campaign statements to be filed on dates determined by the Fair Political Practices Commission. The second pre-election statement has a filing deadline approximately three weeks before the election. In addition to the requirements of the Political Reform Act, seven calendar days before the election, all candidates shall submit to the City a campaign disclosure statement. This statement shall cover the period from the last date of the second pre-election statement to the date eleven (11) days prior to the election. (Ord. 1745 § 2, 1-11-00; Ord. 1835 § 5, 4-15-08).

2.130.270 Disclosure of occupation and employer of contributor.

No contribution shall be deposited into a campaign checking account unless the name, address, occupation and employer of the contributor is on file in the records of the recipient of the contribution. (Ord. 1745 § 2, 1-11-00).

2.130.280 Submission of campaign disclosure statements.

All submissions of campaign disclosure statements shall be submitted neatly printed, typed or in an electronic media form. In all cases, the documents/media must be legible (or electronically

useable) as determined by the City Clerk. It is the intent of the City to give the voting public access to the campaign disclosure statements through the City use of modern media resources. Documents that are not legible (or electronically useable) prevent widespread public access to this crucial information. (Ord. 1745 § 2, 1-11-00; Ord. 1768 § 3, 5-7-02).

Article VIII. Agency Responsibility

2.130.290 Duties of the local filing officer.

The local filing officer shall:

- (a) Prescribe the necessary forms for filing the appropriate statements. (Ord. 1745 § 2, 1-11-00).

Article IX. Miscellaneous Provisions

2.130.300 Applicability of other laws.

Nothing in this chapter shall exempt any person from applicable provisions of any other laws of this State or the City. (Ord. 1745 § 2, 1-11-00).

2.130.310 Severability.

If any part or provision of this chapter, or the application thereof to any person or circumstance, is held invalid, the remainder of the chapter, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this chapter are severable.”

SECTION 2: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 3: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this ____ day of April, 2014, by the following vote:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST:

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None
I:\ORDINANCES\Chapter 2.130 Political Campaign Finance Reform Act 04-04-14.doc

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6B-1



Date: April 1, 2014
To: City Manager for Council Action
From: Director of Electric Utility
Subject: Approval of a Call Agreement with Soudi Consultants, Inc. and Call No. 14-1 to Provide Electric System Protection Services Related to Fairview Substation, Call No. 14-2 to Provide Electric System Coordination Studies and Establish Relay Settings for the Phase Shifting Transformer Installation, Call No. 14-3 to Provide Protection Support Services for the 115kV Bus Reactor Installation, and Call No. 14-4 to Provide Protection Support Services for the 60kV Bus Reactor Installation

EXECUTIVE SUMMARY:

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), has the need for Electric System Protection, Control and Automation (PCA) services for the City's substations. Soudi Consultants, Inc. (Soudi) has performed these services for SVP since July, 2001, and they are currently working under a Call Agreement which expires at the completion of two existing Calls. Soudi has specialized expertise and knowledge of SVP's system protection schemes and technical models of SVP's electric system and PG&E's system to which SVP is interconnected. SVP's electrical system is protected by numerous protective schemes and devices to detect electrical problems and shutdown power, most of the time in about a tenth of a second, to reduce the risk of injury and to minimize damage. For these protective systems to operate correctly, the devices and schemes have to be properly coordinated based on models of how the SVP electric system reacts in the event of an electric problem. Because of the many factors including the density of City load, how SVP is connected to PG&E's system and our local generation, this coordination is complex. Soudi's specialized expertise and familiarity with SVP's system allow them to perform the required work effectively and efficiently.

Staff requests approval to enter into a new Call Agreement with Soudi Consultants, Inc., to continue to use their expertise for this work, and Call No. 14-1 for Professional Services for electric system protection services for the new Fairview Substation, Call No. 14-2 for Professional Services to provide Electric System Coordination Studies and Establish Relay Settings for the Phase Shifting Transformer Installation Call No. 14-3 for Professional Services with Soudi Consultants, Inc. to Provide Protection Support Services for the 115kV Bus Reactor Installation, and Call No. 14-4 for Professional Services with Soudi Consultants, Inc., to Provide Protection Support Services for the 60kV Bus Reactor Installation. A copy of the Call Agreement and Call Nos. 14-1, 14-2, 14-3, 14-4 for Professional Services with Soudi Consultants, Inc. are available for review in the Council Offices.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the Call Agreement and associated Calls with Soudi Consultants, Inc., will enable SVP to implement properly coordinated protection systems to meet reliably meet customer needs. Performance of this work reduces the potential for widespread outages for the City of Santa Clara by shutting down too much or too little in the event of an electrical problem.

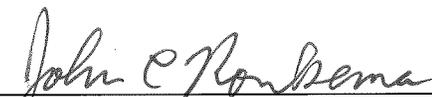
ECONOMIC/FISCAL IMPACT:

The total cost of the four Calls is not to exceed \$430,000.00, broken down as follows:

- The total cost of services under Call No.14-1 is not to exceed \$86,500.00. Sufficient funds are available in Capital Project Install Fairview Substation, account 591-1361-80100-2403-[A]00005-[F]36200 (\$43,250.00) and 591-1361-80100-2403-[A]00005-[F]35600 (\$43,250.00).
- The cost for Call No. 14-2 is not to exceed \$72,500.00, with sufficient funds available in Capital Project Install Phase Shifting Transformer at NRS, account 591-1361-80100-2404-[A]00042-[F]35300.
- The cost for Call No. 14-3 is not to exceed \$142,500.00, with sufficient funds available in System Short Circuit Fault Duty Reduction account, 591-1361-80100-2106-[A]00037-[F]35300 (\$47,500); Install Fairview Substation account, 591-1361-80100-2403-[A]00037-[F]35300 (\$48,000.00); and Contractual Services/Not Classified account, 091-1361-87870-[A]00017-[F]59200 (\$47,000.00).
- The cost for Call No. 14-4 is not to exceed \$128,500.00, with sufficient funds available in System Short Circuit Fault Duty Reduction account, 591-1361-80100-2106-[A]00037-[F]35300.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, the Call Agreement with Soudi Consultants, Inc., and Call No. 14-1 for Professional Services, in a total amount not to exceed \$86,500.00, to provide Electric System protection services related to Fairview Substation; Call No. 14-2 for Professional Services, in an amount not to exceed \$72,500.00, to provide Electric System coordination studies and establish relay settings for the Phase Shifting Transformer installation; Call No. 14-3 for Professional Services, in an amount not to exceed \$142,500.00, to provide Protection Support Services for the 115kV Bus Reactor Installation, and Call No. 14-4 for Professional Services, in an amount not to exceed \$128,500.00, to provide Protection Support Services for the 60kV Bus Reactor Installation, for a total amount not to exceed \$430,000.00.



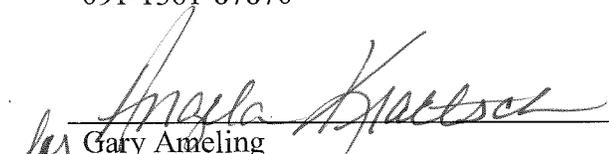
John C. Roukema
Director of Electric Utility

Certified as to Availability of Funds: 
591-1361-80100-2403 \$134,500.00
591-1361-80100-2404 \$72,500.00
591-1361-80100-2106 \$176,000.00
091-1361-87870 \$47,000.00

APPROVED:



Julio J. Fuentes
City Manager



for Gary Ameling
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Call Agreement with Soudi Consultants
- 2) Call No. 14-1 for Professional Services with Soudi Consultants, Inc.
- 3) Call No. 14-2 for Professional Services with Soudi Consultants, Inc.
- 4) Call No. 14-3 for Professional Services with Soudi Consultants, Inc.
- 5) Call No. 14-4 for Professional Services with Soudi Consultants, Inc.

**CALL NO. 14-1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY SOUDI CONSULTANTS, INC.**

The Parties to this Call No. 14-1 ("Call") agree that on this ____ day of _____ 2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Soudi Consultants, Inc." of the same date, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Soudi Consultants, Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Silicon Valley Power Protection Services Related for Fairview Substation" dated February 4, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on March 25, 2014 and ending on December 30, 2015. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed eighty six thousand five hundred dollars (\$86,500.00), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

**SOUDI CONSULTANTS, INC.
a California corporation**

By: 
FRAJOLLA SOUDI
Title: President
Address: 26 Sassafras Lane
San Ramon, CA 94583
Telephone: (925) 964-1144
Fax: (925) 964-1144
"CONTRACTOR"

PROPOSAL FOR:

Silicon Valley Power's Protection Services Related for Fairview Substations

February 4, 2014

This proposal is for performance of: (a) Protection studies for various relay settings and coordination due to new Fairview substation, (b) Determine setting points for new integrated 60kV lines, transformers, buses and 12kV switchgears relays and (c) Create Protection, Control and Automation (PCA) document for SVP's Fairview Substation.

1. Fairview Substation PCA Document Review:

Review and provide comments for SVP issued PCA document for the Mission Substation. The document should include 60kV lines and buses, 69kV/12kV transformers, 12kV main, tie and feeder protection, control and automation.

2. Review Logic Diagrams and Relay setting templates for Fairview Substation:

Review Logic Diagrams and SEL relay setting templates for all new relays which includes: SEL-311L, SEL-587Z, SEL387E, SEL487E, SEL451-4 (Main, Tie and Feeder) and SEL751A relays for consistencies with PCA requirements.

3. Fairview Substation Relay Settings and Coordination Study:

Relay settings and coordination study for two transformers at Fairview substation. Each transformer is protected by two relays: SEL487E and SEL387E. Both relays will provide transformer differential protection and high side and low side overcurrent protections.

Relay setting and coordination studies for four (4) low side main breakers using SEL451-5 and SEL751A relays

Relay setting and coordination studies for all 12kV tie breakers and distribution feeders using SEL-451 and SEL-751A relays.

Relay settings for Eight (8) bus differential relays (SEL587Z) for eight 12kV bus sections (D, E, F, G, K, L, M, and N).

Relay settings and coordination study for two (2) 60kV breakers Line Differential relays (SEL-311L)

4. Central Loop Relay Settings and Coordination Study:

- Kifer Receiving Station CB662 – Fiberglas CB42
- Fiberglas CB12 – Walsh CB12
- Walsh CB32 – Uranium CB12
- Uranium CB42 – Zeno CB12
- Zeno CB32 – Northwestern CB32
- Northwestern CB12 – Fairview CB12
- Fairview CB42 - Scott Receiving Station CB572

This study includes new relays SEL-311L relays at SRS CB572 and Northwestern CB12

The total cost for this project is \$86,500 with completion date of December 30, 2015.

Farajollah Soudi
Farajollah Soudi

**CALL NO. 14-2
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY SOUDI CONSULTANTS, INC.**

The Parties to this Call No. 14-2 ("Call") agree that on this _____ day of _____ 2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Soudi Consultants, Inc.," dated April 8, 2014, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Soudi Consultants, Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Protection Support Services for Phase Shifting Transformer Installation" dated February 4, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on March 25, 2014 and ending on December 30, 2016. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed seventy two thousand five hundred dollars (\$72,500.00), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

**SOUDI CONSULTANTS, INC.
a California corporation**

By:



FRAJOLLA SOUDI

Title: President

Address: 26 Sassafras Lane
San Ramon, CA 94583

Telephone: (925) 964-1144

Fax: (925) 964-1144

"CONTRACTOR"

PROPOSAL FOR:

Protection Support Services for Phase Shifting Transformer Installation

February 04, 2014

This proposal is to provide various protection related services for installing 230kV Phase Shifting Transformers on SVP 230kV system. The proposal is also to conduct relay setting and coordination study for Silicon Valley 230kV transmission area with the Phase Shifting Transformer. This study will check coordination with relay settings for remote PG&E terminals and recommend any required setting changes due to PST installation impact and relay setting changes within SVP system.

Soudi Consultants will perform the following services under this Call:

1. Protection related support for 230kV PST installation that will include:
 - Support to crate specification for the transformer.
 - Review the proposed protection scheme for the PST and SVP 230kV system.
 - Assist in developing schematics and relay setting logics.
 - Relay settings study for PST and coordination check with upstream and downstream devices.
2. Relay settings and coordination study for 230kV/115kV transformers at NRS:
 - NRS 230kV/115kV Transformer
3. Relay settings and coordination study for SVP 230kV transmission lines and check coordination with existing PG&E relays settings for various substations breakers:
SVP 230kV Line Breakers:
 - NRS CB152/252 SSS – NRS
 - SSS CB282/382
 - SSS New 230kV CB

Soudi Consultants
Farajollah Soudi, Ph.D. P.E.
President

26 Sassafras Lane
San Ramon, CA 94582
(925) 964-1144

PG&E 230kV Line Breakers:

- SSS CB462/362 SSS - Metcalf
- SSS CB452/352 SSS - Newark
- Newark CB880/940 Newark - SSS
- Metcalf CB262 Metcalf – SSS

The total cost for this project is \$72,500 with completion date of December 30, 2016.

Farajollah Soudi
Farajollah Soudi

**CALL NO. 14-3
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY SOUDI CONSULTANTS, INC.**

The Parties to this Call No. 14-3 ("Call") agree that on this _____ day of _____ 2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Soudi Consultants, Inc.," dated April 8, 2014, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Soudi Consultants, Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Protection Support Services due to 115kV Bus Reactor Installation" dated February 4, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on March 25, 2014 and ending on December 30, 2016. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed one hundred forty two thousand five hundred dollars (\$142,500.00), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

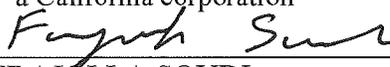
ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

**SOUDI CONSULTANTS, INC.
a California corporation**

By:



FRAJOLLA SOUDI

Title: President

Address: 26 Sassafras Lane
San Ramon, CA 94583

Telephone: (925) 964-1144

Fax: (925) 964-1144

"CONTRACTOR"

PROPOSAL FOR:

Protection Support Services Due to 115kV Bus Reactor Installation

February 04, 2014

This proposal is to conduct relay setting and coordination study for Silicon Valley 115kV and 230kV transmission area due to phase current limiting reactors installation on the 115kV bus. This study will check coordination with relay settings for remote PG&E terminals and recommend any required setting changes due to fault current duties reduction and relay setting changes within SVP system. This proposal will also provide various protection related services for installing 115kV bus reactor.

Soudi Consultants will perform the following services under this Call:

1. Protection related support for 115kV bus reactor installation that will include:
 - Selecting 115kV bus reactor protection scheme based on the latest industry practices.
 - Reviewing the proposed protection scheme
 - Relay settings study for 115kV reactor relays and coordination check with upstream and downstream devices.

2. Relay settings and coordination study for SVP 115kV transmission lines and check coordination with existing PG&E relays settings for various substations breakers:

SVP 115kV Line Breakers:

- NRS CB442 Newark – NRS #1
- NRS CB342 Newark – NRS #2
- NRS CB372 Nortech – NRS
- NRS CB462: SRS – NRS #1
- NRS CB332: SRS – NRS #2
- SRS CB122: SRS - Duane
- SRS CB142: SRS – NRS #1
- SRS CB102: SRS – NRS #2
- Duane CB12: SRS - Duane
- Duane CB32: KRS – Duane
- KRS CB202 KRS - FMC

Soudi Consultants

Farajollah Soudi, Ph.D. P.E.

President

- KRS CB252: KRS – Duane
- KRS CB232: KRS – Newark

26 Sassafras Lane
San Ramon, CA 94582
(925) 964-1144

PG&E 115kV Line Breakers:

- Newark CB530 NRS – Newark #1
- Newark CB540 NRS – Newark #2
- Newark CB350 KRS – Newark
- Newark CB360 Trimble – Newark
- Nortech CB112 NRS – Nortech
- Nortech CB122 Los Esteros – Nortech
- Los Esteros CB632/732 Los Esteros – Nortech
- Los Esteros CB642/742 Los Esteros – Trimble
- Los Esteros CB652/752 Los Esteros – Montague
- Los Esteros CB662/762 Los Esteros – Agnews
- FMC CB152 FMC - KRS
- FMC CB162 FMC – Station B
- San Jose “B” CB112 San Jose “B” – FMC
- San Jose “B” CB122 San Jose “B” - Trimble
- San Jose “B” CB142 San Jose “B” - Evergreen
- San Jose “B” CB132 San Jose “B” – San Jose “A”

3. Relay settings and coordination study for SVP 115kV substitute breakers:

- NRS CB362
- NRS CB422
- SRS CB152
- KRS CB152

4. Relay settings and coordination study for 115kV/60kV transformers at Duane, NRS, SRS and KRS:

- NRS 115kV/60kV Transformer “B”
- NRS 115kV/60kV Transformer “C”
- SRS 115kV/60kV Transformer “A”
- SRS 115kV/60kV Transformer “B”
- KRS 115kV/60kV Transformer “A”
- KRS 115kV/60kV Transformer “B”
- Duane 115kV/60kV Transformer 1
- Duane 115kV/60kV Transformer 2

Soudi Consultants
Farajollah Soudi, Ph.D. P.E.
President

26 Sassafras Lane
San Ramon, CA 94582
(925) 964-1144

5. Relay settings and coordination study for 230kV/115kV transformers at NRS:
 - NRS 230kV/115kV Transformer
6. Relay settings and coordination study for SVP 230kV transmission lines and check coordination with existing PG&E relays settings for various substations breakers:

SVP 230kV Line Breakers:

- NRS CB152/252 SSS – NRS
- SSS CB282/382 SSS - NRS

PG&E 230kV Line Breakers:

- SSS CB462/362 SSS - Metcalf
- SSS CB452/352 SSS - Newark
- Newark CB880/940 Newark - SSS
- Metcalf CB262 Metcalf – SSS

The total cost for this project is \$142,500 based on the following task:

Item #1: Cost is \$48,000

Item #2 through #6: \$94,500

All services under this proposal will be completed before December 30, 2016.

Farajollah Soudi
Farajollah Soudi

**CALL NO. 14-4
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY SOUDI CONSULTANTS, INC.**

The Parties to this Call No. 14-4 ("Call") agree that on this _____ day of _____ 2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Soudi Consultants, Inc.," dated April 8, 2014, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Soudi Consultants, Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Protection Support Services due to 60kV Bus Reactor Installation" dated February 4, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on March 25, 2014 and ending on December 30, 2016. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed one hundred twenty eight thousand five hundred dollars (\$128,500.00), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

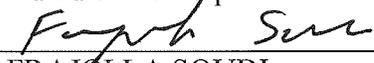
ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

**SOUDI CONSULTANTS, INC.
a California corporation**

By: 

FRAJOLLA SOUDI

Title: President
Address: 26 Sassafras Lane
San Ramon, CA 94583
Telephone: (925) 964-1144
Fax: (925) 964-1144

"CONTRACTOR"

PROPOSAL FOR:

Protection Support Services Due to 60kV Bus Reactor Installation

February 04, 2014

This proposal is to conduct relay setting and coordination study for Silicon Valley 60kV system area due to phase current limiting reactors installation on the 60kV bus. This proposal will also provide various protection related services for installing 60kV bus reactor.

Soudi Consultants will perform the following services under this Call:

1. Protection related support for 60kV bus reactor installation that will include:
 - Selecting 60kV bus reactor protection scheme based on the latest industry practices.
 - Reviewing the proposed protection scheme
 - Relay settings study for 60kV reactor and relay coordination check with upstream and downstream devices.

2. East Loop 60kV Relay Settings and Coordination Study:
 - Kifer Receiving Station CB692 – Kenneth CB12
 - Kenneth CB32 – Scott Receiving Station CB922

3. Northeast Loop 60kV Relay Settings and Coordination Study:
 - Kifer Receiving Station CB602 – Palm CB42
 - Palm CB12 – Norman Avenue Jct. CB22
 - Norman Avenue Jct. CB12 – Agnew CB32
 - Agnew CB12 – Northern Receiving Station CB662

4. Northwest Loop 60kV Relay Settings and Coordination Study:

- Northern Receiving Station CB522 – Mission CB62
- Mission CB12 – Juliette CB12
- Juliette CB32 – Central CB12
- Central CB32 – Scott Receiving Station CB982

5. Central Loop 60kV Relay Settings and Coordination Study:

- Kifer Receiving Station CB662 – Fiberglas CB42
- Fiberglas CB12 – Walsh CB12
- Walsh CB32 – Uranium CB12
- Uranium CB42 – Zeno CB12
- Zeno CB32 – Northwestern CB32
- Northwestern CB12 – Scott Receiving Station CB572

6. South Loop 60kV Relay Settings and Coordination Study:

- Kifer Receiving Station CB612 – CCA Loop Jct. CB12
- CCA Loop Jct. CB22 – Mathew CB12
- Mathew CB42 – De La Cruz CB42
- De La Cruz CB12 – Brokaw CB12
- Brokaw CB32 – Serra CB12
- Serra CB32 – Homestead CB32
- Homestead CB12 – Scott Receiving Station CB862

7. NRS - Gianera 60kV Relay Settings and Coordination Study:

- Gianera CB12 – Northern Receiving Station #1 CB582
- Gianera CB32 – Northern Receiving Station #2 CB622

Soudi Consultants
Farajollah Soudi, Ph.D. P.E.
President

26 Sassafras Lane
San Ramon, CA 94582
(925) 964-1144

8. Relay settings and coordination study for low side 115kV/60kV transformers relays at NRS, SRS and KRS:

- NRS 115kV/60kV Transformer "B"
- NRS 115kV/60kV Transformer "C"
- SRS 115kV/60kV Transformer "A"
- SRS 115kV/60kV Transformer "B"
- KRS 115kV/60kV Transformer "A"
- KRS 115kV/60kV Transformer "B"

9. Relay settings and coordination study for SVP 60kV substitute breakers:

- NRS CB552
- NRS CB632
- SRS CB942
- KRS CB642

The total cost for this project is \$128,500 based on the following task:

Item #1: Cost is \$40,000

Item #2 through #9: \$88,500

All services under this proposal will be completed before December 30, 2016.

Farajollah Soudi
Farajollah Soudi

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
SOUDI CONSULTANTS, INC.
for Professional Services**

PREAMBLE

This call agreement (“Agreement”) is made and entered into in the City of Santa Clara, California, on this ____ day of _____ 2014 (“Effective Date”), by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”) and Soudi Consultants, Inc., a California corporation, with its principal place of business located at 26 Sassafras Lane, San Ramon, California 94583 (“Contractor”). City and Contractor may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

Whereas:

- A. Contractor agrees to provide certain professional services to City on an on-call basis;
- B. Contractor has the ability and desire to provide the quality and type of professional services which meet the objectives and requirements of City as set forth in this Agreement; and,
- C. The Parties have specified in this Agreement the terms and conditions under which such services will be provided to and paid for by the City.

In consideration for the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

- 1.1 To the extent possible, the professional services to be provided under this Agreement shall be performed in the City of Santa Clara and the services shall be described in detail by the Contractor and submitted in a written proposal to the City (“Services”). The Contractor’s final proposal will be included as an exhibit entitled, “Scope of Services” attached to a subsequent agreement between the Parties referred to in this Agreement as a “Call” or a “Call for Services.” Each Call will incorporate the terms of this Agreement by reference and must be signed by both Parties. Contractor agrees to provide professional services to the City as specified in each respective Call, to the extent funds have been authorized by the City.

- 1.2 No Services shall be performed or paid for under this Agreement except as specifically set forth and required in a written Call. No compensation may be sought under this Agreement for work performed prior to the issuance of a Call or for work to be performed or paid for under another contract. No compensation shall be paid in excess of the maximum dollar amount indicated in each respective Call for Services.
- 1.3 The Parties acknowledge that on the Effective Date of this Agreement, they are unaware of the details of all of the services which may be needed by City or provided by Contractor during the term of this Agreement. The Parties intend to specify the details and value of such Services in a subsequent Call, if any. This Agreement does not require that any Call(s) be signed. The Parties intend to provide the details of the contractual relationship between the Parties in this Agreement, so that by incorporating the terms of this Agreement in the Call(s), the Call may be brief and address the specific Services to be provided, the details of the time when the Services are to be provided and the schedule and amount the Contractor is to be paid for such Services.

2. PAYMENT

- 2.1 **Not to Exceed Maximum Amount.** The total amount billed to, and paid by, City for Services provided and authorized expenses incurred under a Call shall not exceed the maximum dollar amount specified in the Call. Contractor shall complete all Services contained within the scope of a Call regardless of whether the not to exceed amount has been reached, at no extra charge to the City. However, Contractor shall not perform any Services outside the scope of the Call without prior written authorization when the amount billed for under a Call exceeds the maximum dollar authorized amounts in the Call.
- 2.2 **Monthly Invoices.** Unless provided otherwise in a particular Call, payment to Contractor shall be in accordance with the procedures in this paragraph 2.2 and in paragraph 2.3. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of all time spent based on the percent of Services complete, as well as any Authorized Expenses incurred (i.e., Out-of-Pocket Costs, Sub-contracted Services and/or Extraordinary Expenses).
 - 2.2.1 If a particular Call directs that an invoice be presented in a format of a time sheet rather than as a percentage of Services completed, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours), the name of the employee performing the task and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Services shall then be determined by adding the value for the Services rendered by each employee for that particular month.

- 2.2.2 All monthly invoices shall also include a written itemization of the Authorized Expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred.
- 2.2.3 Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.
- 2.2.4 Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Services performed and authorized costs incurred under the Call during that billing period.
- 2.3 **Authorized Expenses.** The amount billed for Services shall be determined as set forth in paragraph 2.2 above plus the following amounts, if allowed under the Call:
- 2.3.1 **“Out-of-Pocket Costs”.** Contractor’s Out-of-Pocket Costs are those expenditures made by Contractor, other than employees’ salaries and payment for Services of retained specialists, which are directly chargeable to the Services performed and which would not otherwise have been incurred by Contractor. Unless otherwise provided, the Out-of-Pocket Costs must be approved in writing in advance by City and may be billed to the City and reimbursed to the Contractor only as specifically authorized and set forth in each respective Call. Authorized Out-of-Pocket Costs shall be billed without additional markup or administrative charge;
- 2.3.2 **Per Diem.** A Call will state whether or not it includes an estimate for anticipated travel expenses. If the Call does not include an estimate for anticipated travel, then the provisions of this paragraph shall apply. A Party’s travel expenses include airfare, rental car, or mileage, lodging and meals. The Party who is receiving the services pursuant to a particular Call, is the Reimbursing Party. Prior to incurring any charge for travel, the Party planning to travel (“Traveling Party”) shall (1) confirm that the Reimbursing Party is available for meetings on the proposed dates and (2) provide (either verbally or by facsimile) a price quote to the Reimbursing Party for the anticipated airfare prior to the charge being incurred, the Reimbursing Party shall either verbally or by facsimile confirm that the airfare may be incurred; in the event that the Reimbursing Party verbally confirms that the airfare may be incurred, the Traveling Party *shall* confirm in writing (prior to incurring the charge) that the Reimbursing Party has agreed to the charge. All travel expenses shall be reimbursed at cost, with no mark-up. Hotel rooms shall not exceed a cost of \$125 per night unless otherwise agreed by Reimbursing Party. Airfare and car rentals shall be reimbursed at economy class, unless economy class is unavailable through no fault of the booking party. Mileage, if applicable, shall be reimbursed in accordance with the current IRS

guidelines for mileage reimbursement. Reasonable attempts shall be made to make plane reservations in advance in order to take advantage of lower fares. In the event that travel plans must be canceled or re-scheduled due to the fault of the Reimbursing Party, then the Reimbursing Party shall pay for any costs associated therewith; if the travel is canceled or re-scheduled due to the fault of the Traveling Party, then the Traveling Party shall bear the expense. Invoices for travel expenses shall be supported by receipts, and shall be reimbursed in accordance with paragraph 2.2.1. Meals, if reimbursed, shall not exceed fifty dollars (\$50) per day.

2.3.3 **Any authorized "Sub-contracted Services" incurred by Contractor.** Authorized Sub-contracted Services are services provided by a retained specialist or sub-contractor and may be billed to City only if specifically described and authorized in a Call. (Retained specialists and sub-contractors shall include individuals or organizations offering qualified special services to City who are particularly skilled in one or more fields and who may be occasionally employed by the Contractor to fill the need for special or unusual services. Unless otherwise provided, the cost of furnishing such special services must be approved in writing in advance by City and the costs billed to City and reimbursed to the Contractor shall be only the actual charges of the retained specialist or sub-contractor, without additional markup or administrative charge); and/or,

2.3.4 **Any other authorized "Extraordinary Expenses" incurred, if any, as set forth in the Call.** Authorized Extraordinary Expenses shall be billed without additional markup or administrative charge.

2.4 **Retainer or Flat Fee for Services.** The Parties to this Agreement may, from time to time, determine that payment for a certain Scope of Services set forth in a Call pursuant to this Agreement should be made to Contractor on a retainer or flat fee for Services basis ("Stipulated Fee"). If the Parties so agree, then the provisions of this paragraph and the provisions of paragraph 2.2.1 shall apply, unless the Call provides otherwise. The Call shall set forth the maximum monthly or annual fee agreed to by the Parties as it relates to any Agency Fee or to any Out-of-Pocket Costs, and Contractor shall not exceed the amount(s) agreed to without written approval of City. The maximum Agency Fee agreed upon by the Parties is deemed to fully compensate Contractor for all work necessary for Contractor to complete the Scope of Work set forth in a Call.

3. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, to audit Contractor's books and records for the purpose of verifying any and all charges made by Contractor in connection with Contractor's compensation under Calls made pursuant to this Agreement, including termination of Contractor's Services. Contractor

agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expense not so recorded shall be disallowed to Contractor.

4. PROSECUTION OF WORK

Contractor shall perform the Services required under this Agreement and the Call(s) made pursuant to it in an efficient and expeditious manner. Contractor shall commence work on the Effective Date specified in the applicable Call. Contractor is responsible for any delays caused by Contractor, its agents or subcontractors, or caused by factors directly or indirectly under its control. No extension of time for performance shall be given for such delays.

5. QUALIFICATIONS OF CONTRACTOR; STANDARD OF WORKMANSHIP

Contractor represents that it has sufficient qualified personnel to furnish the Services described under this Agreement and that the Services will be furnished in accordance with generally accepted professional standards and practices in the industry.

The work furnished to the City pursuant to any of the Calls under this Agreement shall be of a quality acceptable to the City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct. The minimum standard of appearance, organization and content of the documents shall be that used by the City for similar projects.

6. SUSPENSION OR TERMINATION

City may suspend or terminate this Agreement or any or all work covered under any Call under this Agreement at any time upon thirty (30) days' prior written notice. Contractor may terminate this Agreement as set forth in paragraph 6.4. Said termination or suspension shall be effective as of the thirtieth day after the date of the notice ("Effective Date of Termination"). This Agreement, and any portion of the Scope of Services described in any Call including but not limited to any specific task, project, study, advertisement or campaign, may be terminated by the City upon written notice delivered personally or by registered mail or equivalent mail or delivery service which provides for an office signature of receipt. With regard to termination of any portion of the Scope or any specific task, termination will be effective immediately, unless economic or practical considerations result in the Parties mutually agreeing to a specific termination date.

6.1 If such termination is due to the fault of Contractor, and if City agrees to make payment for all work and Services satisfactorily rendered up to the Effective Date of Termination, payment will be made within thirty (30) days of receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to effect City's instructions, canceling any commitments previously authorized by City, if City so requires. City may deduct from such payment the amount of actual damage, if any, sustained by City by virtue of the failure to perform the Services or for breach of this Agreement by Contractor.

- 6.2 If such termination is not due to the fault of Contractor, then City agrees to make payment for all work and Services rendered up to the Effective Date of Termination within thirty (30) days from receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to effect City's instructions, canceling any commitments previously authorized by City, if City so requires. City shall reimburse Contractor for any costs, expenses or service charges incurred by Contractor as a result of canceling previously authorized outsourced services.
- 6.3 Upon termination of this Agreement, Contractor shall transfer, assign and make available to City or City's representative, all property and materials in Contractor's possession belonging to and paid for by City.
- 6.4 Contractor may suspend or terminate this Agreement upon completion of work on all outstanding Call(s). Contractor may terminate work under a particular Call if the City is in default of the terms of this Agreement or any Call.

7. AVAILABILITY OF FUNDS

City represents that adequate funds will be available to make payments for Services received as required by each Call.

8. CONTRACTOR IS AN INDEPENDENT CONTRACTOR

In performing work under this Agreement, Contractor is not an agent or employee of City, but is an independent contractor for professional Services with full rights to manage its employees subject to the requirements of the law. All persons employed by Contractor in connection with this Agreement will be employees of Contractor and not employees of City in any respect.

9. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

10. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissioners, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost and/or expense or damage ("Claim"), including all costs and reasonable attorney's fees in providing a defense to any such Claim which arises from Contractor's acts, errors or omissions with respect to, or in any way connected with, the prosecution of the work performed by Contractor pursuant to this Agreement.

11. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall be three (3) years, beginning on the Effective Date and terminating three years later. However, this Agreement shall be deemed extended for such time as is necessary for Contractor to complete work on any Call which is issued prior to the termination date of this Agreement, but is still in progress on the termination date of this Agreement. Any incomplete Call(s) which have been issued pursuant to the terms of a previous agreement between the Parties is/are hereby reaffirmed and each such Call shall remain in full force and effect under this Agreement, subject to the terms of such Call.

12. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any period following the termination date as set forth in this Agreement, Contractor shall purchase and maintain in full force and effect the following insurance policies:

- 12.1 commercial general liability (including bodily injury and property damage);
- 12.2 business automobile liability insurance;
- 12.3 worker's compensation employer's liability; and
- 12.4 if applicable, professional liability insurance.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts and with the required endorsements, certificates of insurance and coverage verifications as defined in Exhibit C, attached and incorporated by this reference. Contractor shall make its best effort to secure, and thereafter maintain in effect, such insurance policies. In the event that any required insurance policy expires or is terminated for any reason, Contractor agrees to replace the policy prior to any lapse in coverage. In the event any policy required under this Agreement is allowed to lapse, City may, in its sole discretion, elect to purchase the required insurance policy and the cost of such policy shall be charged to Contractor or withheld from the payments due to Contractor from City under this Agreement.

CONTRACTOR AGREES THAT, PRIOR TO EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE ITS INSURANCE BROKER WITH A COPY OF THIS PAGE OF THE AGREEMENT AS WELL AS WITH A COMPLETE COPY OF EXHIBIT C, AND WILL OBTAIN ASSURANCE FROM ITS CARRIER THAT ITS INSURANCE CARRIER WILL PROVIDE: (1) THE EXACT COVERAGES IN THE REQUIRED DOLLAR AMOUNTS STATED THEREIN, (2) AN ENDORSEMENT NAMING THE CITY OF SANTA CLARA, ITS COUNCIL, EMPLOYEES AND OFFICERS AS ADDITIONAL INSURED ON THE CGL AND BAL, AND (3) AN

ACCORD EXPLICITLY STATING THAT "THE CITY OF SANTA CLARA, ITS COUNCIL, EMPLOYEES, AND OFFICERS ARE HEREBY ADDED AS ADDITIONAL INSURED IN RESPECT TO ALL LIABILITIES ARISING OUT OF CONTRACTOR'S PERFORMANCE OF WORK UNDER THIS AGREEMENT" AS REQUIRED BY PARAGRAPH 2 OF EXHIBIT C.

13. OWNERSHIP OF DATA AND INFORMATION

City shall own any written reports or other items deemed deliverables by the respective Call, as well as any documents, data or other information supplied by City to Contractor during the course of this Agreement. Contractor shall deliver said data and information to City whenever requested to do so, but in any event within thirty (30) calendar days of the completion of the task. All material, including information developed on computer(s), which shall include, but not be limited to, data, artwork, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, advertisements, pamphlets, mailers and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City whether or not used, so long as that material has been paid for by the City. City shall not be limited in any way or at any time in its use of said material. City acknowledges that it shall not own any of Contractor's proprietary, confidential or trade secret information, such as formulas, patterns, compilations, programs, devices, methods, techniques or processes through which Contractor derives independent economic value because the foregoing item[s] is not generally known to the public and is the subject of reasonable efforts to maintain its secrecy.

14. CONFIDENTIALITY OF DATA AND MATERIAL

14.1 All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Such data information or reports may be viewed by or distributed to third parties only after prior written approval of City. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

14.2 Contractor shall take reasonable efforts to safeguard any and all City property entrusted to Contractor's custody or control; however, Contractor shall not be liable to City for any loss, damage, or destruction of any such property unless Contractor's actions constitute negligence or reckless disregard of City's property.

14.3 A Party disclosing information to the other which it considers to be Confidential Information, shall clearly label that information "Confidential" before disclosing it to

the other Party. Confidential Information means information which is of a non-public, proprietary or confidential nature belonging to the Disclosing Party, including without limitation, all reports and analyses, technical and economic data, studies, forecasts, trade secrets, research or business strategies, financial or contractual information, gas or coal reserve information, rates, loads, energy requirements, certain sales market information, research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how, and computer programming or other written or oral information. Confidential Information may be in any form whatsoever, including without limitation writings, recordings, electronic or oral data, computer programs, logic diagrams, component specifications, drawings or other media. Only that information disclosed by a Party and clearly designated in writing as Confidential Information prior to its disclosure shall be deemed to be Confidential Information. Verbal information that is intended to be treated as Confidential Information shall be described in writing and identified as Confidential Information.

- 14.4 Contractor acknowledges that City is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. City acknowledges that Contractor may submit information to City that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that City may submit to Contractor information that City considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon as practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.
- 14.5 The Receiving Party may cooperate with the Disclosing Party in any efforts to prevent release of the Confidential Information; however, the Receiving Party shall not be required to expend any monies in excess of the cost of notifying the Disclosing Party by telephone, facsimile and/or mail of the pendency of a demand for the Confidential Information. So long as the Receiving Party complies with the provisions of notification set forth in this Agreement, the Receiving Party shall not be liable for, and Customer and City hereby release each other from, any liability for

any damages arising from any requirement under the law that the Receiving Party release Confidential Information to a Requestor, and such release includes the officers, commissioners, employees, agents, council members, and directors, as those terms may apply to each Party hereto, without limitation.

14.6 The Receiving Party may, at its sole expense, institute, or intervene in any proceeding, in order to protect the Confidential Information from disclosure, and if the Disclosing Party requests and agrees in writing to indemnify the Receiving Party from any expense or liability for expenses, the Receiving Party may cooperate actively in any such action or proceeding; provided, however, that the Receiving Party shall have no duty to the Disclosing Party to actively cooperate, notwithstanding an offer by the Receiving Party to provide a complete indemnity.

15. CORRECTION OF WORK

The performance of Services by Contractor shall not relieve Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to City.

16. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050,
or by facsimile at (408) 261-2717

and to Contractor addressed as follows:

Soudi Consultants, Inc.
26 Sassafras Lane
San Ramon, CA 94583
or by facsimile at (925) 828-5498

17. CHANGES

City may, from time to time, request changes in the "Scope of Services" to be performed pursuant to a Call issued under this Agreement. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between City and Contractor, shall be incorporated in written amendments to the Call, or included in a subsequent Call.

18. CONTRACT FOR ADMINISTRATIVE SERVICES

To the extent that this Agreement is a contract authorizing Calls to be made for Administrative Services, the City Council entered into such Agreement upon the recommendation of the City Manager pursuant to Section 1108 of City's Charter. The policy

decision with respect to the Services to be provided under this Agreement was made exclusively by the City Council.

19. SUB-CONTRACTING AND ASSIGNMENT

Except as specifically provided in this Agreement, the City intends that the work described in each Call must be performed by the Contractor and not by a subcontractor or agent of the Contractor. Contractor shall not assign any interest in this Agreement, or any Call issued pursuant to this Agreement, and shall not transfer any interest in same (whether by assignment or novation) without prior written approval of City. Inclusion of a subcontractor in a proposal attached to a Call, once signed by the City, constitutes written approval.

However, claims for money due to or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to City. In case of the death of one or more members of Contractor's firm, the surviving member or members shall complete the Services covered by this Agreement or any incomplete Call. Any such assignment shall not relieve Contractor from any of its obligations or liability under the terms of this Agreement.

20. OTHER AGREEMENTS

This Agreement shall not prevent either Party from entering into similar agreements with others.

21. TOTALITY OF AGREEMENT

This Agreement embodies the entire Agreement between City and Contractor and all the terms and conditions agreed upon by the Parties to this Agreement. No other understanding, agreements, conversations, oral or otherwise, with any officer, agent, or employee of the City prior to the execution of this Agreement, regarding the subject matter of this Agreement shall affect or modify any of the forms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding on either Party to this Agreement.

22. SERVICE WARRANTY

Contractor warrants that Services provided hereunder shall conform with the generally accepted professional practices and standards appropriate to the nature of the Services rendered, that the personnel furnishing said Services shall be qualified to perform the Services assigned to them and that the recommendations, guidance and performance of such personnel shall meet the standard of care normally practiced by engineers or contractors performing the same or similar Services. Contractor shall be required to correct, at no expense to City, all deficiencies in the performance of the contract service that results from Contractor's failure to observe and adhere to the above warranty and which are detected within one (1) year from the date of completion of the Services. Work performed under this

warranty shall also be warranted for a one (1) year period from the date of completion of such work. Contractor shall be required to reimburse City for all misexpenditure of funds resulting from Contractor's deficient performance of its Services.

23. DISPUTE RESOLUTION

Any documented dispute between the Parties which arises during the performance of this Agreement and which the Parties cannot then resolve, shall be subject to the following administrative remedy prior to any litigation occurring between the Parties.

- 23.1 **Internal Resolution.** Both Parties shall attempt to resolve any controversy claim, problem or dispute arising out of, or related to, this Agreement through good faith consultation in the ordinary course of business. In the event that any problem or dispute is not resolved, by the project managers of each Party, either Party may upon written notice to the other request that the matter be referred to senior management officials within each respective organization with express authority to resolve the problem or issue. Such representatives shall meet or confer at least once in good faith, to negotiate a mutually acceptable resolution within ten (10) business days of such written notice. If the parties cannot reach a mutually agreeable resolution, then the dispute or issue shall be submitted to mediation within thirty (30) calendar days of the written request of one Party after the service of that request on the other Party.
- 23.2 **Notice.** A Party with claims arising under this Agreement shall, within thirty (30) days of knowledge of said claim, begin the process of exhausting all administrative remedies, as well as any other administrative remedies required by law. If the final decision or outcome of any administrative proceeding is unacceptable to a Party, then within thirty (30) days of the date of that final decision, the dissatisfied Party shall give written notice (certified mail-return receipt requested) to the other Party of the issues it deems outstanding that must be submitted to mediation (Request for Mediation).
- 23.3 **Mediation.** Any controversies between City and Contractor regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, except those for which the appropriate remedy should be injunctive relief shall be mediated within sixty (60) days of the date on the written Request for Mediation, or the soonest date thereafter that the mediator is available.
- 23.4 **Mediator.** Within twenty (20) days or less of the written Request for Mediation, the Parties shall agree on one mediator. If they cannot agree on one mediator within such twenty-day period each Party shall list the names of three (3) potential mediators affiliated with the Judicial Arbitration and Mediation Service ("JAMS") and shall supply them to the Party demanding the mediation. The Party demanding the mediation shall merge the names of all the potential mediators into a single list, not indicating which Party submitted the name. On that same date as all names are received by the demanding Party, the Parties shall jointly sign a letter directed to the San Jose office of JAMS, requesting that JAMS appoint a mediator from the

enclosed list. If a Party refuses or fails to submit three (3) names within the three day period to the Party preparing the letter, then the letter shall be sent on the fifth day without input from the Party failing to submit names. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

23.5 **Costs.** The costs of mediation shall be borne by the Parties equally.

23.6 **Discovery.** If, during any dispute between the Parties, a demand is made by Contractor for documents under the Public Records Act, the City shall have reciprocal rights to demand documents from Contractor.

23.7 **Condition Precedent to Filing Suit.** Except as provided in Article 23.3, mediation under this section is a condition precedent to a Party filing an action in any court, unless that Party has made demand for mediation and the other Party has failed or refused to engage in mediation. In the event of litigation arising out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

23.8 **Work Through Disputes.** If the City and the Contractor are unable to reach agreement on disputed work, the Contractor shall nevertheless proceed with the disputed work, and Payment therefore shall be as subsequently determined pursuant to this Article.

24. CAPTIONS

The captions of the various paragraphs of this Agreement are for convenience or record only, and shall not be considered or referred to in resolving questions or interpretations.

25. APPLICABLE LAW

Any dispute regarding this Agreement, including without limitation, its validity, interpretation, performance, enforcement and damages shall be determined in accordance with the laws of the State of California without regard to California's choice of law principles.

26. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

27. NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall Contractor have the authority or power to pledge the credit of the City of Santa Clara, or to incur any obligation in the name of the City without City's

prior written agreement or confirmation. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor or its subcontractors under this Agreement. Contractor agrees to obtain City's approval of all expenditures in connection with any materials to be purchased, projects to be performed, advertising to be placed, work to be "outsourced" or other items or Services which will or might be charged to the City. Such approval, if verbal, shall be confirmed by the City in a written letter sent via facsimile and U.S. mail to Contractor in accordance with the terms of this Agreement.

28. USE OF CITY NAME OR LOGO

Contractor shall not use City of Santa Clara's or Silicon Valley Power's name, insignia, trademark, logo or distribute exploitative publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of City.

29. MONITORING AND EVALUATION OF SERVICES

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accordance with applicable City, county, state and federal requirements. If, in the course of monitoring and evaluation, City believes it has discovered any practice, actions, procedure or policy of Contractor which deviates from the terms of this Agreement, City may notify Contractor in writing and Contractor agrees to respond in writing to City within seven (7) calendar days regarding such action, procedure or policy. However, if any action of Contractor constitutes a breach of this Agreement, City may notify contractor in writing that the Agreement has been terminated pursuant to the provisions set forth in this Agreement.

30. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

31. SEVERABILITY CLAUSE

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

32. WAIVER

Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be construed as a subsequent waiver(s) of that condition or of any other condition

of performance under this Agreement. No delay in exercising, partial exercise, or complete failure to exercise any right, power, or privilege under this Agreement shall operate as a waiver.

33. **CONFLICT OF INTEREST**

Contractor certifies that to the best of its knowledge, no City employee or officer of any public agency has any pecuniary interest in the business of Contractor and that no person associated with Contractor has any interest that would conflict in any manner or degree with the performance of this Agreement. Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which constitute a violation of said provisions. Contractor will advise City if a conflict arises.

34. **CONSTRUCTION AND INTERPRETATION OF AGREEMENT**

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular party, and that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in the resolution of disputes.

35. **COMPLIANCE WITH ETHICAL STANDARDS**

As a condition precedent to entering into this Agreement, Contractor shall:

35.1. Read Exhibit A, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA" incorporated by this reference; and,

35.2. Execute the affidavit included in Exhibit B, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS" incorporated by this reference.

(continued on page 16 of 16)

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The Parties acknowledge and accept the terms and conditions stated herein as evidenced by the following signatures of their duly authorized representatives. It is the intent of City and Contractor that this Agreement shall become operative on the Effective Date first set forth in the Preamble, above.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

SOUDI CONSULTANTS, INC.
a California corporation

By:



FRAJOLLA SOUDI

Title: President

Address: 26 Sassafras Lane
San Ramon, CA 94583

Telephone: (925) 964-1144

Fax: (925) 964-1144

“CONTRACTOR”

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
SOUDI CONSULTANTS, INC.**

EXHIBIT A

**ETHICAL STANDARDS FOR CONTRACTORS
SEEKING TO ENTER INTO AN AGREEMENT WITH
THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts

- A. City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or sub-contract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City Contractor or sub-contractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the

¹ For purposes of this Agreement, the word "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. City may also terminate this Agreement in the event any one or more of the following occurs:
1. If City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with city, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code [11 U.S.C.], as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

California
All- Purpose Acknowledgment

State of California
County OF Alameda

On 3/10/14 before me, Leslie Diane Merritt The notary public,
personally appeared

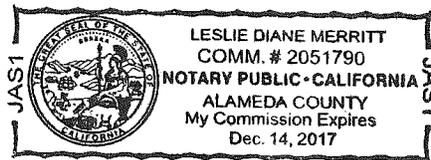
Fara jallah Saudi

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 certified under *PENALTY OF PERJURY* under the law of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Leslie Merritt
Signature of Notary Public



**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
SOUDI CONSULTANTS, INC.]**

EXHIBIT B

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS
[CITY OF SANTA CLARA]**

I, Frajolla Soudi, being first duly sworn, depose and say that I am the President of Soudi Consultants, Inc. and I hereby state that I have read and understand the language, entitled "*ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA*" (herein "Ethical Standards") set forth in Exhibit A. I have authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in the Ethical Standards.

Based on my review of the appropriate documents and the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to a category identified in footnote #1 of Exhibit A [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in Exhibit A within the past five (5) years. The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

SOUDI CONSULTANTS, INC.

By: 
FRAJOLLA SOUDI
President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
SOUDI CONSULTANTS, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall purchase and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6B-2



Date: March 25, 2014

To: City Manager for Council Action

From: Director of Water and Sewer Utilities

Subject: Approval of Amendment No. 3 to the Agreement for Services with GHD and Service Order No. 8 to Provide Specialized Engineering Services

EXECUTIVE SUMMARY:

On June 12, 2012, the City entered into an On-Call Agreement for Performance of Services with GHD Inc. for \$150,000 to provide specialized engineering services on a Service Order basis. Amendment No. 1 to the original Agreement increased the not to exceed amount by \$240,000, for a total contract cost not to exceed of \$390,000. Amendment No. 2 to the original Agreement increased the not to exceed amount by \$82,000, for a total contract cost not to exceed of \$472,000. The Water & Sewer Utilities would like to hire GHD, Inc. to perform additional work including:

- Service Order No. 8 to provide construction support services for the Central Park Pond Improvement Project. This project will improve the water quality of the existing pond, as well as provide infrastructure to convert the pond's water supply from potable water to recycled water.

Additional funds not to exceed \$39,000 are required to perform the above Service Orders.

A copy of Service Order No. 8 and Amendment No. 3 to the Agreement for Performance of Services with GHD Inc. is available for review in Council Offices.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The advantage of having an on-call service agreement with GHD Inc. allows the Water & Sewer Utilities to execute this project in an expeditious manner. Approval of this Amendment No. 3 will provide construction services for the Central Park Pond Improvement Project mentioned above.

ECONOMIC/FISCAL IMPACT:

The cost of the original Agreement is \$150,000. Amendment No. 1 to the original Agreement increased the not to exceed amount of the agreement by \$240,000, for a total contract cost not to exceed of \$390,000. Amendment No. 2 to the original Agreement increased the not to exceed amount of the agreement by \$82,000, for a total contract cost not to exceed of \$472,000. This Amendment No. 3 increases the not to exceed amount by \$39,000, for a total contract cost not to exceed of \$511,000. Sufficient funds are available in the Central Park Pond Recycled Water Retrofit Fund 597-1523-80300-7506.

City Manager for Council Action

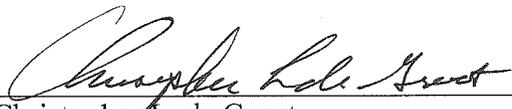
Subject: Approval of Amendment No. 3 to the Agreement for Services with GHD and Service Order No. 8 to Provide Specialized Engineering Services

March 25, 2014

Page 2

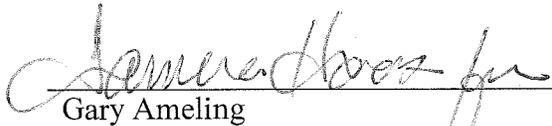
RECOMMENDATION:

That the Council approve and authorize the City Manager to execute Amendment No. 3 to the Agreement for Services with GHD, Inc. and Service Order No. 8 to provide specialized engineering services in an amount not to exceed \$39,000, for a total not to exceed \$511,000.



Christopher L. de Groot
Director of Water & Sewer Utilities

Certified as to Availability of Funds: 
597-1523-80300-7506 \$39,000



Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:



Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Amendment No. 3 to the Agreement with GHD Inc.*
- 2) *Service Order No. 8 by GHD Inc.*

**AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
GHD INC.**

PREAMBLE

This agreement ("Amendment No. 3") is made and entered into on this ____ day of _____, 2014, ("Effective Date") by and between GHD, Inc., a California Corporation, with its principal place of business located at 16541 Scientific Way, Irvine, CA 92618 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 3."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services By and Between the City of Santa Clara, California and GHD, Inc.", dated June 12, 2012 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated November 13, 2012; Amendment No. 2, November 12, 2013, and is again amended by this Amendment No. 3. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide specialized engineering and technical services on various water utility capital improvement projects, and the Parties now wish to amend the Original Agreement to provide additional funding for additional engineering services.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That EXHIBIT B of the Original Agreement, is hereby amended by deleting the existing EXHIBIT B in its entirety and replacing it with the following REVISED EXHIBIT B of this Amendment No.3.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 3 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 3 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

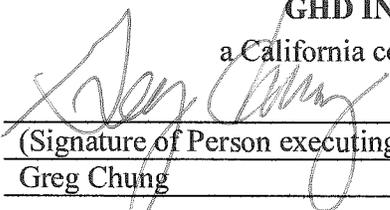
ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

GHD INC.
a California corporation

By: 

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Greg Chung

Title: Regional Office Manager – San Francisco

Local Address: 505 Montgomery Street, Suite 2300
San Francisco, CA 94111

Telephone (415) 283-4970

Fax: (415) 283-4980

“CONSULTANT”

I:\Water\AGREEMENTS\GHD\Amdmt 3 and Service Order 8 - Central Park Pond Construction Support\GHD Amendment No. 3.docx

**AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
GHD INC.**

REVISED EXHIBIT B

SCHEDULE OF FEES

In no event shall the amount billed to City by Consultant for services under this Agreement exceed five hundred eleven thousand dollars (\$511,000.00), subject to budget appropriations.

The total amount billed to, and paid by, City for Services provided and authorized expenses incurred under a Service Order shall not exceed the maximum dollar amount specified in the Service Order. Consultant shall complete all Services contained within the scope of a Service Order regardless of whether the not to exceed amount has been reached, at no extra charge to the City. However, Consultant shall not perform any Services outside the scope of the Service Order without prior written authorization when the amount billed for under a Service Order exceeds the maximum dollar authorized amounts in the Service Order.

When Consultant is working on an On-Call Service Order, billing by Consultant shall be on a monthly basis based upon actual time expended at the fixed hourly rates shown below in the Project Rate Schedule. Billing shall be by Service Order and provide the personnel name, position, hours worked, and hourly rate. The hourly rate shall be an all-inclusive fee and include all costs, including travel, per diem, and out of pocket expenses. Provided the invoice is complete and services covered by the invoice have been completed in accordance with provisions of this Agreement as determined by the City, the City will pay Consultant up to the amount shown on the invoice.

Project Rate Schedule



FEE SCHEDULE

Hourly Rates

Principal	\$ 216-276
Senior Project Manager	136-266
Project Manager	106-176
Senior Project Engineer	136-266
Project Engineer	106-176
* Staff Engineer	66-151
Senior Project Scientist	146-201
* Project Scientist	101-141
* Staff Scientist	86-111
Senior Planner	126-196
* Staff Planner	86-126
3-Person Survey Crew	261-406
2-Person Survey Crew	176-296
1 Person Survey Crew	91-151
Professional Land Surveyor	140-175
Staff Surveyor/LSIT	100-140
* Technician	76-151
* Designer	91-156
* CADD	86-111
* Project Administrator	81-141
* Word Processor & Clerical Support	51-116

Employee time will be billed in accordance with the fees listed above. These rates are subject to change after 18 months. For employee staff marked with an asterisk, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate while time worked on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate, subject to approval by City before working overtime. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work. Expenses and other similar project related costs are billed out at cost subject to prior approval by City. Subconsultant costs are billed at cost plus 10%.

**SERVICE ORDER NO. 8
FOR DESIGN PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY GHD INC.**

The Parties to this Service Order No. 8 ("Service Order") agree that on this ____ day of _____, 2014, this Service Order is made pursuant to the terms of an Agreement between the Parties entitled, "Agreement for Design Professional Services by and Between the City of Santa Clara, California and GHD Inc.," dated June 12, 2012, amended by Amendment No. 1, dated November 13, 2012, amended by Amendment No. 2, dated November 12, 2013, and amended by Amendment No. 3, dated _____, 2014, the terms of which are incorporated by this reference.

This Service Order describes the Services to be provided to the City of Santa Clara, California ("City") by GHD Inc. ("Consultant"), which are more fully described in Consultant's proposal to City entitled "City of Santa Clara On-Call Civil Engineering Services Consulting Agreement – Service Order No. 8 Central Park Pond Improvement Project – Engineering Services During Construction" ("Proposal"), attached to this Service Order as Exhibit A and incorporated by this reference. The Services to be performed under this Service Order shall be completed within the time period beginning on _____, 2014, and ending on December 31, 2014. The attached Proposal contains a complete description of the Services to be performed by the Consultant under this Service Order. In no event shall the amount paid to the Consultant for the Services provided to City by the Consultant under this Service Order, including all fees or pre-approved costs and/or expenses, exceed thirty-nine thousand dollars (\$39,000.00), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Service Order as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

Approved as to Form:

RICHARD E. NOSKY, JR.
City Attorney

By: _____
JULIO J. FUENTES
City Manager

Attest:

ROD DIRIDON, JR.
City Clerk

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

**GHD INC.,
a California corporation**

By: 
ADRIAN CLARKE
Title: Service Group Manager – San Jose
Address: 1735 N. First Street
San Jose, CA 95112
Telephone: (408) 451-9615
Facsimile: (408) 451-9665

**SERVICE ORDER NO. 8
FOR DESIGN PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY GHD INC.**

EXHIBIT A

**City of Santa Clara On-Call Civil Engineering Services
Consulting Agreement**

**Service Order No. 8
Central Park Pond Improvement Project – Engineering Services During
Construction**

GHD has prepared this proposal for Service Order No. 8, to provide engineering services during construction for the Central Park Pond Improvement Project.

Background

The City of Santa Clara (City) previously retained GHD to complete the design for changing the primary source of the pond's water to recycled water, as well as a wetlands treatment system for improving pond water quality and clarity. In January 2014, GHD completed the design of the wetlands treatment system to improve the pond water quality. The project was put out to bid in early February with bid opening scheduled for February 28th, 2014. The purpose of Service Order No. 8 is to provide the City with engineering services during construction for the Central Park Pond Improvement Project.

The City has elected to use City staff to construct the new recycled water piping for this project. This piping goes from the recycled water main to the pond. Construction of the remaining portions of the project, which consists of work in and immediately surrounding the pond, will be publically bid.

Project Team

Allan Briggs, who managed the development of the technical memorandum and the final design, will manage the work under Service Order No. 8. Allan will oversee a team of engineers located in our San Jose and San Francisco offices. Our On-Call Contract Principal-in-Charge, Adrian Clarke, will be responsible for committing appropriate resources to complete the work and is an alternate point of contact for the City. Greg Chung will be responsible for Civil QA/QC, and Shishir Doctor will be responsible for Electrical & SCADA QA/QC. GHD proposes to use subconsultant Aqua Nova Engineering for the providing engineering services during construction for the wetlands treatment component. GHD will manage and work directly with Aqua Nova to coordinate this construction support. GHD selected Aqua Nova Engineering as a subconsultant for this project because Aqua Nova was involved in the design of a number of natural systems including the Recirculating Tidal Flow Wetland Living Machine® System at the San Francisco Public Utilities Commission.

Scope of Work

GHD proposes to perform the following tasks.

Task A: Construction Phase Support

Task A.1 Pre-construction Meeting

GHD will attend a pre-construction meeting after the contractor is awarded the project. It is assumed that two (2) GHD staff members will attend this meeting. Aqua Nova will attend the pre-conference meeting via teleconference.

Task A.2 Site Visits

GHD will conduct a total of five (5) site visits during the construction period to perform site observations during the construction. It is assumed that one (1) GHD staff member will attend each visit and each visit

is no more than four (4) hours long. Aqua Nova will also conduct one (1) site visit during the construction. This visit will occur after wetland containment has been verified to be watertight but before any media or interior cell components have been installed and includes one (1) days on site.

Task A.3 Submittal Review

GHD anticipates that a maximum of twenty-five (25) submittal reviews will be needed. A submittal review is considered review of a submittal of a review of a revised submittal that has been re-submitted for review. GHD is not required to review a submittal that is incomplete.

Task A.3 RFI Response

GHD anticipates review of ten (10) RFIs. GHD's standard RFI response form will be used.

Task A.4 Request for Change Order

GHD will review up to two (2) requests for change orders. This task includes up to eleven (11) hours to review change order request(s).

Task A.5 Substitution Request Review

GHD will review up to two (2) substitution requests. This task includes five (5) hours of effort to review request(s) for substitution.

Task B: Record Drawings and Close-Out

Task B.1 Completion Review

This task includes up to eleven (11) hours of effort for completion review, including a site visit by one (1) GHD team member, a letter with punch list for substantial completion, and a letter for final completion. This task also includes the preparation of a preliminary O&M manual by Aqua Nova Engineering.

Task B.2 Record Drawings

This task includes up seventeen (17) hours of effort for record drawings by GHD as well as time by Aqua Nova to create record drawings of the wetland treatment system.

Task C: Project Management

Task C.1 Project Management

This task includes project management, administration, management of subconsultants, invoicing, and monthly progress reports for the duration of the engineering services during construction.

Compensation

GHD proposes to perform the scope of services on an hourly rate time and materials basis in accordance with our Standard Fees and Conditions. Refer to the attached fee breakdown.

The proposed fee estimate for the scope of services is:

Task A: Construction Phase Support	\$ 28,890
Task B: Record Drawings	\$ 6,650
Task C: project Management	\$ 2,670
Total:	\$ 38,210

The total "not-to-exceed" fee of **\$38,210** will not be exceeded without written authorization by the City. The individual task fees may be adjusted without written authorization provided the adjustments stay within the total "not-to-exceed" limit.

Schedule

GHD proposes to perform the scope of services immediately upon receipt of written Notice-to-Proceed of the Construction Contract. The pre-construction meeting will occur within one (1) week of the NTP of the Construction Contract.

Task	Duration	Estimated Completion Date
City Council Approval of Construction Contract	Anticipated by 3/18/14	3/18/14
Notice-to-Proceed	3 weeks after Council Award	4/8/14
Pre-Construction Meeting	1 week after Notice to Proceed	4/15/14
Construction Phase Support	8 weeks from Notice to Proceed	6/5/14
Record Drawings and Close-out	3 weeks after Construction Completion	6/26/14
Project Management	Ongoing	6/26/14

Assumptions/Optional Tasks

This service order has been developed in accordance with the following assumptions:

- Construction management services are not included.
- Commissioning and Start-up assistance by GHD and Aqua Nova is not included.
- O&M Manual by Aqua Nova is not included.
- Inspections services are not included.
- Access to the site for field investigations and data verification will be provided by the City.
- Potholing, topographic surveying, and geotechnical investigation are not included.
- Public meetings or presentations to City Council are not included in the scope of work.
- Environmental documentation (if necessary) will be performed by the City.
- Obtaining permits is excluded in this scope of work. Any permits required will be obtained and paid for by the City.
- Removal and remediation of all Hazardous and toxic materials will be the responsibility of the Owner.

Additional scope items included above can be performed by GHD upon mutual agreement on additional budget.

Please do not hesitate to contact me if you have any questions or need additional information.

Kind regards,



Allan Briggs, PE
Senior Project Manager

GHD - Project Fee Estimating Sheet
 Project: City of Santa Clara - Central Park Pond Improvement Project - Engineering Services During Construction
 Prepared By: Allan Briggs
 Checked By: Adrian Clarke
 Date: 13-Mar-14
 Proposal Number: P112051207, Service Order #8

	GHD											Subconsultants			TOTAL	
	Clarke \$190	Briggs \$190	Chung \$245	Staff Eng \$150	Doctor \$230	Staff Elec \$135	Serrahn \$205	Pan \$135	Civil \$140	Proj Admin \$100	Hours	Labor	Consumable	Aqua Nova Labor		Over Head (10%)
A - Construction Phase																
A.1 Pre-Construction Meeting		4		6				4						\$ 560	\$ 56	\$ 2,736
A.2 Site Visits (5)				12	4									\$ 2,700	\$ 270	\$ 6,750
A.3 Submittal Review (25)	1	4		20	2	8	2	8	4					\$ 1,840	\$ 184	\$ 9,698
A.4 RFI Response (10)	1	4		12	1	4	1	6	3					\$ 1,380	\$ 138	\$ 6,544
A.5 Request for Change Order (2)	1	2		8										\$ 460	\$ 46	\$ 2,342
A.6 Substitution Request Review		1		4										\$ -	\$ -	\$ 820
Task E Subtotal	3	11	0	56	7	12	3	18	0	7	117	\$ 18,034	\$ 1,102	\$ 6,940	\$ 694	\$ 28,890
B - Record Drawings and Close-Out																
B.1 Completion Review																
- Letter with punchlist (for Subst. Comp.)		1		6							7	\$ 1,090	\$ 42	\$ 920	\$ 92	\$ 1,132
- Letter for Final Completion		1		2						1	4	\$ 590	\$ 24	\$ 1,200	\$ 120	\$ 1,626
B.2 Record Drawings		1		4					12		17	\$ 2,470	\$ 102	\$ 2,120	\$ 212	\$ 3,892
Task F Subtotal	0	3	0	12	0	0	0	0	12	1	28	\$ 4,150	\$ 168	\$ 2,120	\$ 212	\$ 6,650
C - Project Management																
C.1 Project Management	3	9								3	15	\$ 2,580	\$ 90	\$ -	\$ -	\$ 2,670
Task A Subtotal	3	9	0	0	0	0	0	0	0	3	15	\$ 2,580	\$ 90	\$ -	\$ -	\$ 2,670
Grand Total	6	23	0	68	7	12	3	18	12	11	160	\$ 24,764	\$ 1,360	\$ 9,060	\$ 906	\$ 38,210

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6B-3



Date: March 31, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Amendment No. 1 to the Agreement for the Performance of Services with Davey Tree Surgery Company for Tree Trimming and Power Line Clearance Services

EXECUTIVE SUMMARY:

A significant threat to the integrity of our electric distribution system is the interference of trees with our power lines. In recognition of this danger, the City Manger's Directive #74 directs the Electric Department to utilize a tree trimming program to protect our distribution lines. On June 7, 2011 Council approved an Agreement for the Performance of Services with Davey Tree Surgery Company to provide tree trimming and power line clearance services for three years at a cost of nearly \$800,000 per year. The original agreement amount did not anticipate the additional costs incurred during the 3-year term for tree removal related to undergrounding of transmission lines for the Mission Substation Project and out-of-town line clearing work for the City's Black Butte and Stony Gorge Hydroelectric Projects. Amendment No. 1 to the Agreement for the Performance of Services has been requested by staff, due to the need for additional funds to cover the final three months of the tree trimming and power line clearance agreement. Competitive proposals are being solicited for a new contract for tree trimming after the expiration of the current contract.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

This Amendment No. 1 will provide a resource that enables the Electric Department to comply with City Manager's Directive #74 through the term of the existing agreement, thereby enhancing the reliability of our electrical distribution system by clearing trees from power lines.

ECONOMIC/FISCAL IMPACT:

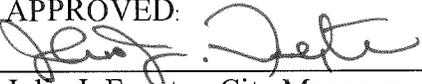
The cost of the original contract was \$2,383,635.00 for a three year term. Amendment No. 1 increases this amount by \$115,000.00 for a total contract cost not to exceed \$2,498,635.00. The term of the agreement is not being extended. Sufficient funds are available in the Electric Department Contractual Services/Not Classified account 091-1376-87870-[A]00011-[F]59300.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Amendment No. 1 to the Agreement for the Performance of Services with Davey Tree Surgery Company, in an amount not to exceed \$115,000.00, for a total not to exceed \$2,498,635.00, to provide tree trimming and power line clearance services.


 John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds: 
 Account No. 091-1376-87870 \$115,000.00

APPROVED: 
 Julio J. Fuentes, City Manager


 Gary Ameling, Director of Finance

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
 1) *Amendment No. 1 to the Agreement for the Performance of Services with Davey Tree Surgery Company*

Ebix Insurance No. S200000417

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
DAVEY TREE SURGERY COMPANY**

PREAMBLE

This agreement ("Amendment No. 1") is made and entered into on this ____ day of _____, 2014, ("Effective Date") by and between Davey Tree Surgery Company, an Ohio corporation, with its principal place of business located at 2617 South Vasco Road, Livermore, CA 94551-5015 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and Between the City of Santa Clara, California and Davey Tree Surgery Company", dated June 7, 2011 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide tree trimming services and the Parties now wish to amend the Original Agreement to provide additional funds to continue the remainder of the tree trimming and line clearance services until expiration of the Agreement which is June 2014.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Exhibit B entitled "Fee Schedule" of the Original Agreement is hereby amended by deleting the existing Exhibit B in its entirety and replacing it with the following:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed \$2,498,635.00 over the term of this agreement, subject to budget appropriations.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

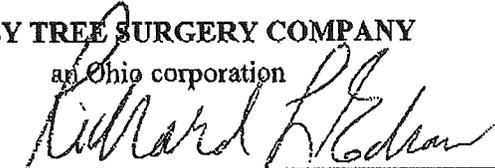
JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

DAVEY TREE SURGERY COMPANY
an Ohio corporation

By: 

RICK EDSON

Title: Secretary/Business Manager
Address: P.O. Box 5105
Livermore, CA 94551
Telephone: (925) 443-1723
Fax: (925) 443-1751

"CONTRACTOR"

Meeting Date: 4/8/14

AGENDA REPORT

Agenda Item # 6B-4

City of Santa Clara, California



Date: March 25, 2014

To: City Manager for Council Action

From: Director of Parks and Recreation

Subject: Approve City Fireworks Display at Central Park on July 4, 2014 and Authorize City Manager to Execute Agreement with Fireworks & Stage FX America, Inc.

EXECUTIVE SUMMARY:

On November 19, 2013 Council approved to return the traditional All City Picnic to July 4th. The City will host the annual All-City Picnic from 12 – 5 p.m. at Central Park on July 4th 2014. A popular evening tradition celebrating the eve of the City's birthday is the fireworks display, with live music and entertainment beforehand. Solicitation of bids resulted in two competitive proposals both were the same price for similar displays. Selection was based on prior history, quality and responsiveness. The attached Agreement outlines the fireworks display planned for July 4, 2014, in Central Park. This display will be a not to exceed amount of \$30,000. A copy of the Agreement is in Council Office for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

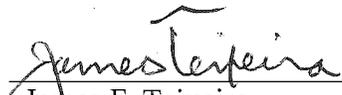
Approval of this Agreement will provide a fireworks display at Central Park on July 4, 2014.

ECONOMIC/FISCAL IMPACT:

The funding for the July 4, 2014 Fireworks show is available in the FY 2013/14 budget in an amount not to exceed \$30,000.

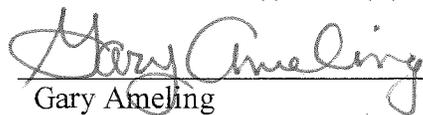
RECOMMENDATION:

That the Council approve City Fireworks Display at Central Park on July 4, 2014 and authorize City Manager to execute agreement with Fireworks & Stage FX America, Inc. in the amount not to exceed \$30,000.



James F. Teixeira
Director of Parks and Recreation

Certified as to Availability of Funds 
041-1156-87870-(I)2003-(G)00025 \$30,000



Gary Ameling
Director of Finance

APPROVED:



Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Agreement with Fireworks & Stage FX America, Inc.*

**DISPLAY AGREEMENT BETWEEN
FIREWORKS & STAGE FX AMERICA, INC
AND
THE CITY OF SANTA CLARA, CALIFORNIA**

PREAMBLE

This agreement for the performance of Services ("Agreement") is made and entered into on this ____ day of _____, 2014 (the "Effective Date"), by and between FIREWORKS & STAGE FX AMERICA, INC. a California corporation, with its principal offices located at P.O. Box 488, Lakeside, CA 92040 ("FA") and the City of Santa Clara, California, a chartered California municipal corporation, with its principal office located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and FA may be referred to in this Agreement individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services which include a pyrotechnic/fireworks display as part of the City's annual Independence Day celebration on July 4, 2014, as more fully described in this Agreement;
- B. FA represents that it possesses the professional qualifications, expertise, necessary licenses and desire to provide the required goods and/or services of the quality and type which meet the City's objectives and requirements; and,
- C. The Parties have specified in this Agreement the terms and conditions under which such Services will be provided and how FA will be compensated.

The Parties agree as follows:

AGREEMENT PROVISIONS

- 1) FA shall furnish to City, in accordance with the terms and conditions set forth in this Agreement, one (1) fireworks/special effects display and all related services required for such display, as set forth in Exhibit A, entitled "Scope of Services", attached and incorporated by this reference. The Services to be performed shall include all of the labor, materials, equipment and supplies necessary, and the services of a licensed pyrotechnic operator to take charge of said display, unless otherwise agreed in writing. Said display is scheduled to be performed on July 4, 2014 as determined solely by City, at Central Park, Santa Clara, CA, between the hours of 9:15 p.m. and 10:00 p.m. (the labor, materials, equipment and supplies referenced above are collectively referred to in this Agreement as the "Services").
- 2) In exchange for providing the Services, City shall pay to FA the sum set forth in Exhibit B, entitled "Schedule of Fees", attached and incorporated by this reference.
- 3) City, at its own expense, shall provide FA with a suitable location, Central Park (the "Display Site"), at which to stage the display and provide the Services. Said location shall include a firing and fallout zone acceptable to FA.

- 4) City, at its own expense, shall provide suitable security which is adequate to prevent any access to the Display Site by members of the general public or any persons not expressly approved by FA. Any claims arising from damages to unauthorized persons or property remaining on the Display Site are the sole responsibility of City unless the claims arise from the negligent or wrongful acts of FA, its employees or contractors. In regards to this section, City and FA shall be responsible for damages in proportion to their respective fault. Should a multiple day set-up be required, City shall provide security at all times while the crew of FA is away from the Display Site.
- 5) City, at its own expense, shall pay for the Services and the cost of standby firefighters and/or any applicable permit fees as required by state and local statutes, ordinances or regulations.
- 6) City shall allow sufficient access and time to FA to safely and professionally set the display in the Display Site.
- 7) Should City fail to comply, or prove itself unable to comply, with the requirements in paragraphs 3, 4, 5, and 6 of this Agreement, FA shall have no obligation to continue with the performance of the Services and the City shall pay per the cancellation terms contained in Paragraph 9 of this Agreement.
- 8) City agrees to assume the risk of weather, or other causes beyond FA's control, which may prevent the display from being discharged on the scheduled date. In the event FA, in its sole discretion after consultation with City and City Fire Marshall, determines the weather unsuitable for discharge of the display, City shall pay per the cancellation terms contained in Paragraph 9 of this Agreement.
- 9) City shall have the option to cancel this display at any time. If City cancels, City agrees to pay to FA, as liquidated damages, 20% of the display price and actual itemized costs incurred by FA including, but not limited to, permits, insurance, pyrotechnic operator fees, transportation, choreography, custom design.
- 10) During the term of this Agreement, and for any required time thereafter as set forth below, FA shall purchase and maintain in full force and effect, at no cost to City, the following insurance policies:
 - 1) commercial general liability policy (bodily injury and property damage);
 - 2) comprehensive automobile liability policy; and
 - 3) workers' compensation and employer's liability policy;

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C, entitled "Insurance Requirements," attached and incorporated by this reference.

These insurance policies cover the operations of FA only and does not extend to any other aspect of the event at which such a display may be held.

- 11) To the extent permitted by law, FA shall indemnify, protect, defend, and hold harmless the City, its City Council, officers, employees, volunteers and agents and separately the Santa Clara Unified School District and its Board from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from FA's acts, errors, or omissions with respect to or in any way directly connected with the performance of the Services by FA, its agents, subcontractors and/or assigns under this Agreement. Should City fail to perform its obligations as set forth in this Agreement, City shall indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the Services, except for any claims for personal injuries or property damage which arise from FA's acts, errors or omissions in the performance of the Services.
- 12) FA's operations shall be deemed complete when FA has completely vacated the premises and removed all of the materials and equipment required to provide the Services.
- 13) This Agreement shall be governed by the laws of the State of California. In the event that suit shall be brought by either Party, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall pay for its own attorneys fees, court costs consultants fees related to such action, in addition to any other relief to which they may be entitled.
- 14) Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between City and FA. Neither Party shall be held responsible for any other agreements or obligations not expressly provided for in this Agreement and shall be severally responsible for their own separate debts and obligations.
- 15) In the event FA breaches this Agreement or is otherwise negligent in performing the display provided for herein, City shall not be entitled to recover monetary damages from FA beyond the amount City agreed to pay FA under this Agreement, except for any claims for personal injuries or property damage which arise from FA's acts, errors or omissions in the performance of the Services. Neither Party shall, under any circumstances, be entitled to recover any consequential damages from the other for damages arising from the Services performed under this Agreement.
- 16) It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement. Such changes, which are mutually agreed upon by City and FA, shall be incorporated into written amendments to this Agreement.
- 17) This Agreement embodies the complete agreement between City and FA and its terms and conditions. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

- 18) In case any one or more of the provisions contained in this Agreement shall, for any reason, be held deemed to be invalid, illegal or unenforceable in any respect by a court, it shall not affect the validity of the other provisions which shall remain in full force and effect.
- 19) FA agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.
- 20) All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

James Teixeira, Director of Parks & Recreation
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
or by facsimile at (408) 260-9719

And to FA addressed as follows:

Robert Wozniak, President
Fireworks & Stage FX America, Inc.
P.O. Box 488 Lakeside, CA 92040
or by facsimile at (619) 938-8273

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

- 21) The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.
- 22) This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.
- 23) FA shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
- 24) Unless otherwise mutually agreed to by the Parties, any controversies between FA and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties

may agree to extend the time allowed for mediation under this Agreement.

The costs of mediation shall be borne by the Parties equally.

Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation or mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their own respective attorney's fees, expert consultant and witness costs, and cost of suit, regardless of the outcome the litigation.

- 25) This Agreement shall not prevent either Party from entering into similar agreements with others.
- 26) FA certifies that to the best of its knowledge, no City employee or officer of any public agency has any pecuniary interest in the business of FA and that no person associated with FA has any interest that would conflict in any manner or degree with the performance of this Agreement. FA represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the faithful performance of this Agreement. FA is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which constitute a violation of said provisions. FA will advise City if a conflict arises.
- 27) As a condition precedent to entering into this Agreement, FA shall:
 - a. Read the attached Exhibit D entitled "ETHICAL STANDARDS," and,
 - b. Execute the affidavit attached as Exhibit E entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

(Continued on Page 6 of 6)

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28) This Agreement shall be binding on the Parties and on their heirs, executors, administrators, successors and assigns.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

FIREWORKS & STATE FX AMERICA, INC.
A CALIFORNIA CORPORATION

By: Robert F. Wozniak
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Robert Wozniak

Title: President

Local Address: P.O. Box 488

Lakeside, CA 92040

Email Address: _____

Telephone: (615) 938-8277

Fax: (619) 938-8273

“FA”

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**DISPLAY AGREEMENT BETWEEN
FIREWORKS & STAGE FX AMERICA, INC.
AND
THE CITY OF SANTA CLARA, CALIFORNIA**

**EXHIBIT A
SCOPE OF SERVICES**

The following Scope of Goods/Services are to be provided to City by FA under this Agreement:

- FA's proposal entitled "*This is My Country, July 4, 2014*" with a shell count of 4,240 pieces and run time of approximately 25 minutes.
- FA will coordinate with the City and be fully ready to shoot the show by 8:00 p.m. and will coordinate music with City to begin the show promptly at 9:30 pm.
- FA will provide the services of a fully, State Licensed Pyrotechnic Operator and experienced crew to set up and fire and remove the display. The entire crew will be covered under FA's Worker's Compensation Insurance and will indemnify the City from any and all claims related to the event.
- Method of discharge: the show will be electrically fired. Each fireworks event will have its own ignitor for precise timing. FA will provide the firing panel, cables, distribution system and power for the show.
- Fire Marshall shall be present to supervise firing crew.



Mr. Jim Teixeira
Director of Parks and Recreations
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

February 10, 2014

Dear Mr. Teixeira,

Fireworks America is proud to present you with our proposal for a fireworks display for Santa Clara's 2014 4th of July celebration

As you know, Fireworks America has previously shot the show for the City of Santa Clara, most recently in 2010. Please find the attached information on the following pages:

1. Attached proposals (Program A @ \$25,000 & Program B @ \$30,000) providing shell counts and sizes for your show. These figures were per our telephone conversation. Should you prefer a different financial budget, please let us know and we can resubmit fairly quickly.
2. Brief Company History
3. Client References
4. Insurance information
5. Show description
6. Permit information

I hope that you find our proposal helpful. Fireworks America makes it a practice to provide not only great fireworks productions, but to be responsive and helpful in the days leading up to the show to make it as easy and trouble free for you as possible.

We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Acker", is written over a faint, larger version of the signature.

Jim Acker
Sales & Operations Manager
Northern California
FIREWORKS AMERICA

P.O. Box 488 • Lakeside, CA 92040 • 800-GO-4 PYRO (464-7976) • Phone: 619-938-8277 • Fax: 619-938-8273
www.fireworksamerica.com

A BRIEF COMPANY HISTORY

Founded in 1994, Fireworks America and its staff has an extensive history of trouble free municipal fireworks displays. Having shot public displays throughout North America, including the Superbowl celebration in San Diego, Los Angeles' 4th of July celebration at the LA Coliseum, the 50th Anniversary celebration for the U.S. Bureau of Reclamation at the Hoover Dam and many, many others. In the San Francisco Bay Area we have shot some of the largest and most respected aerial fireworks displays in memory. To name a few:

- The City of Santa Clara's 4th of July
- San Francisco Bay Fleet Week Fireworks on the Bay Celebration
- Moet Cup Yacht Races (pre-cursor to the America's Cup races)
- Great America Theme Park
- City of Milpitas – 4th of July
- City of Livermore – 4th of July
- Morgan Hill Freedom Fest – 4th of July
- San Jose Country Club 100th anniversary
- Google Holiday Celebration

Sporting Events:

- San Jose Sharks
- San Jose Sabercats indoor football at SAP Arena
- Oakland Athletics

CLIENT REFERENCES

Great America Theme Park, Santa Clara CA

Past seasonal aerial fireworks shows & Special Effects for Great America's 2013 Halloween Haunt.

Contact:

Clayton Lawrence, Entertainment Manager, Great America

Google Holiday Party at USS Hornet Museum, Alameda, CA

Aerial shows shot on the San Francisco Bay as part of a corporate holiday celebration.

Contact:

Mariko Barajas, Administrative Assistant, Google Inc.

Morgan Hill Freedom Fest

Annual Municipal 4th of July Display

Contact:

Jeff Dixon, President, Morgan Hill Freedom Fest

INSURANCE

Fireworks America carries full liability and California Workers Compensation Insurance. Our two million dollar liability coverage exceeds most requirements. We also carry a 4 million dollar umbrella policy for a total of six million dollars in liability coverage. Our insurance carrier is rated A+17, one of the highest ratings available. A current insurance certificate is available upon request.

SHOW DESCRIPTION

Fireworks America prides itself not only in great fireworks productions, but in great customer service. This means that before we design a show, we sit down and speak with the shareholders involved and get a feeling for what THEY want. We bring over twenty years of fireworks production experience to the table where we can suggest concepts that we know will work and then we listen to what YOU want to see. Then we help create a show together that meets YOUR needs. In the case of Santa Clara's 4th of July celebration, will recommend a patriotic program with matching music. If you want to tailor the music toward one genre or another, we are happy to oblige. Our staff is happy to attend as many pre-show meetings as necessary until every detail is exactly how you like it.

Fireworks America is well aware of the shooting location and the need to present the show to the audience that surrounds it. The show will be designed to be viewed from multiple angles, without a loss in quality. A large number of different effects will be used to entertain the audience and will provide for a minimum of repeated effects.

Fireworks America maintains a professional recording studio with a complete music library. We will work with you to create a professional, playback-ready soundtrack.

Number of Shells and Cost of Show:

A detailed shell count page is attached to this proposal. A short summary of our proposal is:

	Cost	Total # of Aerial Shells	Total Bombardments	Grand Total All Effects
Program A	\$25,000	1,320	2,070	3,390
Program B	\$30,000	1,870	4,240	6,110

SHOW PERMITS

Fireworks America routinely works with the authorities that govern our operations. We have a long history of compliance and the ability to work well with the authorities. We have worked with the Santa Clara Fire Department on several occasions and enjoy a very good working relationship with them.

SPECIFIC SHOW PRODUCT INFORMATION

See attached sheet

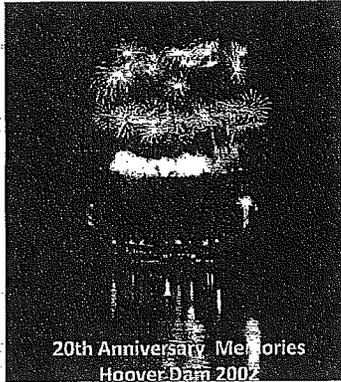
The City of Santa Clara
This is My Country
July 4, 2014

Multiple Shot Bombardments		
	<i>Program A</i>	<i>Program B</i>
25 shot	6	8
Bombardments	150	200
100 shot	6	8
Bombardments	600	800
150 shot	4	8
Bombardments	600	1200
300 shot	2	6
Bombardments	600	1800

Aerial Grand Finale		
	<i>Program A</i>	<i>Program B</i>
Color and Multi-Color Finale Shells		
2.5"	300	400
3"	500	800

Aerial Show Presentation		
Color and Multi-Color Aerial Shells		
3"	300	350
Flutter, Glitter, Electric Color and Color Changing Shells		
3"	80	120
Distinctive and Unique Aerial Shells		
3"	80	100
Streaking Comets & Tiger Tails		
3"	20	40
Premium Aerial Shells		
3"	40	60

Grand Totals		
Aerial Shells		
2.5"	300	400
3"	1020	1470
Total Aerial Shells	1320	1870
Total Bombardments & Candles	2070	4240
Grand Total	3390	6110



Special Spanish Candles		
Unique and unusual Spanish Candles are not often seen in the U. S. and are a real crowd pleaser with unique colors and effects.		
ea	12	24
Units of fire	120	240

Program Price		
Total Program Price Inclusive of Insurance, Operator and Transportation		
Cost	\$25,000	\$30,000

The City of Santa Clara
This is My Country
July 4, 2014

Fireworks America Products The Quality Difference

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality products and variety which will far surpass those of our competitors.

Product Definitions Are:

Color and Multi-Color include standard one color products and multiple colors such as Chrysanthemums, Peonies and Hearts, Red, Green and Blue, Variegated, etc. Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: includes Flitter, Giltter, Electric Color and Color Changing Transformation Penny Glitter, Giltter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Shells feature Distinctive and Unique Aerial Shells including, Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Special Pattern Shells, Weeping Willow Shells, Shell of Shells and Serpentine Shells, etc..

Compare to our competitors "Special", "Special Effect", or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



**Fireworks
& Stage FX
America**
Since 1994

The City of Santa Clara
This is My Country
July 4, 2014

Fireworks America Products **The Quality Difference**

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20th Anniversary Memories - The Moet Cup


Fireworks
& Stage FX
America
Since 1994

★ MORGAN HILL ★
FREEDOM FEST

To whom it may concern:

As President of the Freedom Fest organization in Morgan Hill, California it has been my pleasure to work directly with Fireworks America during my tenure. Freedom Fest has been producing 4th of July Parades and Firework displays in the local community for over 100 years. 2014 will be the 20th year our organization has contracted with Fireworks America.

Fireworks America has consistently performed to our expectations and has made our events the spectacular display of fireworks that have drawn in excess of 20,000 people to our city location each year. As all event planners understand the necessity of timely logistics in event production we have found the professional staff of Fireworks America to be at the top of excellence in their field. They have shown consistent reliability with safety and the ability to coordinate with City, County and Fire Departments for regulation conformity.

Fireworks America provides professional up to date entertainment pyrotechnic devices from ground level set pieces to high level aerial shells. These shows have drawn the praise and continued excitement each year by those who have viewed their shows. These lively performances are always fully synchronized and choreographed to classic, patriotic and popular music.

I would encourage all organizations who are searching for a fireworks company to handle their 4th of July needs to do as Freedom Fest has and put Fireworks America on the top of the list.

Jeff Dixon
President
Freedom Fest
Morgan Hill, Ca

IDC
P.O. BOX 1776, MORGAN HILL, CA 95038 | TEL. 408.779.1776
WWW.MHFREEDOMFEST.COM

**DISPLAY AGREEMENT BETWEEN
FIREWORKS & STAGE FX AMERICA, INC.
AND
THE CITY OF SANTA CLARA, CALIFORNIA**

**EXHIBIT B
FEE SCHEDULE**

In no event shall the amount billed to City by FA for the Services provided to the City under this Agreement exceed thirty thousand dollars (\$30,000), subject to budget appropriations.

Thirty thousand dollars (\$30,000) shall be paid to FA by the City under the following terms: a fifty percent (50%) deposit in the amount of fifteen thousand dollars (\$15,000) upon execution of this Agreement, and the balance of fifteen thousand dollars (\$15,000) within fifteen (15) days after the Services have been provided.

**DISPLAY AGREEMENT BETWEEN
FIREWORKS & STAGE FX AMERICA, INC.
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**EXHIBIT C
INSURANCE REQUIREMENTS**

Without limiting FA's indemnification of the City, and prior to commencing any of the Services required under this Agreement, FA shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$2,000,000 products/completed operations aggregate
\$2,000,000 personal injury

2. Exact structure and layering of the coverage shall be left to the discretion of FA however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of FA included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for FA or any

subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of FA's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

The Santa Clara Unified School District, its Board, officers, employees volunteers and agents are hereby added as additional insureds in respect to liability arising out of FA's work for City on July 4, 2014.

2. Cancellation. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
3. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

FA and City agree as follows:

1. FA agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by FA, provide the same minimum insurance coverage required of FA, except as with respect to limits FA agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. FA agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. FA agrees to be responsible for ensuring that no contract used by any Party involved in any way with the services to be performed reserves the right to charge City or FA for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from FA in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, FA, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. FA shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

FA or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, FA shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

City of Santa Clara Parks & Recreation Department	
c/o EBIX - Insurance Compliance	
P.O. 12010-S2	or 151 North Lyon Avenue
Hemet, CA 92546-8010	Hemet, CA 92543
Telephone: (951) 766-2280; or	
Fax: (951) 766-2299	

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for FA shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**DISPLAY AGREEMENT BETWEEN
FIREWORKS & STAGE FX AMERICA, INC.
AND
THE CITY OF SANTA CLARA, CALIFORNIA**

**EXHIBIT D
ETHICAL STANDARDS**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor (FA)¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty.³
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with the contractor can be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. If the City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or
2. If the City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, contractor's failure to maintain a required state issued license, failure to obtain a City business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

B. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process, or a contract is terminated pursuant to the these provisions, Contractor may appeal the City action to the City Council by filing a written request with the City Clerk to have the matter heard within ten (10) days of the notice given by the City. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code [11 U.S.C.], as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**DISPLAY AGREEMENT BETWEEN
FIREWORKS & STAGE FX AMERICA, INC.
AND
THE CITY OF SANTA CLARA, CALIFORNIA**

**EXHIBIT E
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I, Robert F. Wozniak, being first duly sworn, depose and state I am the Chief Executive Officer of FIREWORKS & STAGE FX AMERICA, INC., and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

FIREWORKS & STAGE FX AMERICA, INC.
a California corporation


Robert Wozniak
President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

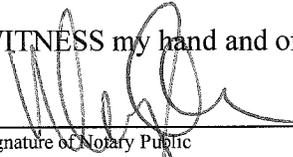
County of San Diego

On March 21, 2014 before me, Wendy E Norris Hawks
(Here insert name and title of the officer)

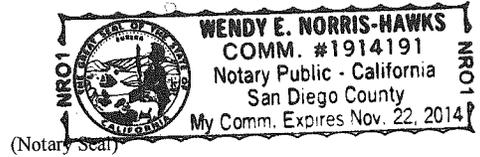
personally appeared Robert F Wozniak

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

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

WITNESS my hand and official seal.


 Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Display Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date _____

(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is /are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
President
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

Meeting Date: 4/8/14

AGENDA REPORT

Agenda Item # 6B-5

City of Santa Clara, California



Date: March 25, 2014
To: City Manager for Council Action
From: Director of Electric Utility
Subject: Approval of a Receivables Resolution Agreement with Iberdrola Renewables, LLC, M-S-R Public Power Agency, Modesto Irrigation District and the City of Santa Clara to Reimburse Iberdrola Renewables, LLC for Billing Corrections

EXECUTIVE SUMMARY:

The City of Santa Clara, through its Electric Department, Silicon Valley Power (SVP), is a member of the M-S-R Public Power Agency, and as such are party to the Big Horn II Power Purchase Agreement and Big Horn II Redelivery Agreement, a wind generation sales agreement, whereby SVP is obligated to pay its proportionate share of all power costs pertaining to the Big Horn II Wind Project. Since the inception of the Big Horn II Power Purchase Agreement, certain charges were inadvertently incorrectly billed. Transmission service was only charged for one transmission segment instead of two, and transmission losses and operating reserves were also billed incorrectly. The incorrect billing was discovered when a new Iberdrola Renewables contract representative was hired and reviewed the contract and billing. M-S-R spent several months reviewing the contract, billing mechanisms and processes to ensure this was the only error. To prevent a recurrence, M-S-R has put new systems in place to improve billing and auditing procedures. The parties agree that a full reconciliation needs to be made, and this agreement is the end process of that review. A copy of the Receivables Resolution Agreement is available for review in the Council Offices.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The costs were required to be paid under the original signed Power Purchase Agreement and Redelivery Agreement. Executing this Receivables Resolution Agreement allows the contract terms to be met in a well-defined manner. If payment is not authorized through this Agreement, the funds would still be owed under the original Agreement and some alternative payment mechanism would need to be developed.

ECONOMIC/FISCAL IMPACT:

The cost of this Agreement is \$726,987.56. Sufficient funds are available in the Electric Department operating budget Resources-JPA account, 091-1321-87980-[I]9122-[F]55500.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, the Receivables Resolution Agreement with Iberdrola Renewables, LLC, M-S-R Public Power Agency, Modesto Irrigation District and the City of Santa Clara, in an amount not to exceed \$726,987.56, to reimburse Iberdrola Renewables, LLC for billing corrections.

John C. Roukema
 for John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds: *OK LL*
 091-1321-87980 \$ 726,987.56.
Gary Ameling
 Gary Ameling, Director of Finance

APPROVED:
Julio J. Fuentes
 for Julio J. Fuentes, City Manager

MAJORITY VOTE OF COUNCIL

RECEIVABLES RESOLUTION AGREEMENT

This RECEIVABLES RESOLUTION AGREEMENT (this "Agreement") is entered into this ___ day of _____, 2014, by and among Iberdrola Renewables, LLC ("IBR"), M-S-R Public Power Agency, a California joint powers agency ("MSR"), Modesto Irrigation District, a California Irrigation District ("MID"), and City of Santa Clara, a California municipal corporation dba Silicon Valley Power ("SVP") with reference to the following:

WHEREAS, Big Horn II Wind Project, LLC ("BHWP") and MSR are parties to that certain Big Horn II PPA (the "Big Horn II PPA"); and

WHEREAS, Starpoint Wind Project LLC ("SPWP") and MID are parties to that certain Star Point PPA (the "Star Point PPA"); and

WHEREAS, IBR and MID are parties to that certain Redelivery Agreement dated September 14, 2009 (the "Star Point Redelivery Agreement"); and

WHEREAS, IBR and MSR are parties to that certain Redelivery Agreement dated December 2, 2009 (the "Big Horn II Redelivery Agreement"; the Star Point Redelivery Agreement and the Big Horn II Redelivery Agreement are collectively the "Redelivery Agreements"); and

WHEREAS, SVP receives 35% of the energy under the Big Horn II PPA and Big Horn II Redelivery Agreement; and

WHEREAS, MID receives 65% of the energy under the Big Horn II PPA and Big Horn II Redelivery Agreement; and

WHEREAS, MID and SVP are parties to that certain Pacific Northwest Power Sales Agreement (the "PNW PSA") whereby MID and SVP are obligated to pay to MSR their proportionate shares of all power costs pertaining to the Big Horn II PPA and Big Horn II Redelivery Agreement; and

WHEREAS, Since the inception of the Redelivery Agreements certain Redelivery Charges (as defined therein) were inadvertently incorrectly billed; specifically, transmission service was only charged for one transmission wheel instead of two and transmission losses and operating reserves were billed at inadvertently incorrect rates (collectively, the "Redelivery Charges");

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein, the parties agree as follows:

1. Acknowledgments of Amounts to Be Resolved. The parties agree that a full and final reconciliation of amounts to be resolved by this Agreement to settle all past due amounts under the Redelivery Agreements on account of the Redelivery Charges is as follows:

- (a) MID to IBR under Big Horn II Redelivery Agreement: \$1,350,119.76
- (b) SVP to IBR under Big Horn II Redelivery Agreement: \$726,987.56
- (c) MID to IBR under Star Point Redelivery Agreement: \$3,251,329.57

2. Resolution of Amounts to Be Resolved. The amounts set forth in Section 1 are to be resolved directly by SVP and directly by MID, and not in any event by MSR in regard to the Big Horn II Redelivery Agreement, as follows:

- (a) SVP shall pay \$726,987.56 to IBR within 30 days after its execution of this Agreement.
- (b) MID shall enter into a Transaction Confirmation for Settlement of Amounts Due under the Redelivery Agreements under the WSPP Agreement on the date of MID's execution of this Agreement (the "Transaction Confirmation"). Additionally, IBR and MID agree to evaluate commercial opportunities that IBR and MID would consider entering into, and should IBR and MID agree to enter into such commercial opportunities, IBR and MID could as a provision thereof mutually agree to use such further transaction to derive part of the Settlement Amount as that term is defined in the Transaction Confirmation.

3. Obligations Several. The obligations of SVP and MID to make payments or enter into Transaction Confirmations are several obligations and not joint obligations with those of any other party.

4. Releases. In consideration of the above payments and settlements the parties shall make the following releases:

- (a) MID shall release SVP and MSR from any obligation to pay any amount due under Section 1(a) above.
- (b) SVP shall release MID and MSR from any obligation to pay any amount due under Section 1(b) above.
- (c) IBR shall release MSR from any obligation to pay any amounts due under Sections 1(a) and 1 (b) above.

5. Indemnification by SVP. SVP shall protect, indemnify, hold harmless and defend M-S-R, its commissioners, officials, officers, employees and agents, from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, attorney's fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature arising out of or related to SVP's breach of this Agreement.

6. Indemnification by MID. MID shall protect, indemnify, hold harmless and defend M-S-R, its commissioners, officials, officers, employees and agents, from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims,

demands, causes of action, damages, liabilities, interest, attorney's fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature arising out of or related to MID's breach of this Agreement.

7. Representations. Each party represents and warrants to the other that: (i) it has full power and authority to execute, deliver, and perform this Agreement; and (ii) the other party is not acting as its fiduciary or financial or investment advisor.

8. Single Agreement; Further Assurances. This Agreement represents the entirety of the agreement of the parties with respect to its subject matter, and may be executed in several counterparts and delivered by telefacsimile or electronic mail by PDF format, each of which is an original and all of which constitute one and the same instrument. This Agreement shall not be amended except in writing signed by all the parties. "Hereof" and similar words refer to this Agreement in its entirety. This Agreement does not create a partnership or joint venture between the Parties. Each party, upon the reasonable request of the other, will perform such further acts and execute such further documents as may be necessary to carry out the essential intent and purpose hereof.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date indicated by each party's signature.

Modesto Irrigation District

City of Santa Clara

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Iberdrola Renewables, LLC

M-S-R Public Power Agency

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Meeting Date:

4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item #

62-1 ✓



Date: March 10, 2014
To: City Manager for Council Information
From: Director of Public Works / City Engineer
Subject: Arbor Day/Earth Day Celebration
Friday, April 25, 2014

This year's Arbor Day/Earth Day celebration will be held on Friday, April 25, 2014, which has been proclaimed as Arbor Day/Earth Day by the Arbor Day Foundation. Local schools will participate in this year's program by performing short skits and displaying artwork involving Arbor Day, Earth Day and recycling programs. The City will be presented with a "Tree City USA" plaque and flag from the United States Department of Forestry for its tree preservation and maintenance program as well as a "Growth Award" for the completion of various tree and recycling programs during the past year. Ceremonies will begin at 10:00 a.m. at the Triton Museum Grounds (1505 Warburton Avenue). The Council, City staff and public are invited to attend. The program will include information on the importance of trees in our environment and will conclude with free refreshments. Educational displays on water conservation, recycling, and urban runoff pollution prevention will also be provided.

Rajeev Batra
Director of Public Works / City Engineer

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) none

Meeting Date: 4/8/14

AGENDA REPORT

Agenda Item # 6C-2

City of Santa Clara, California



Date: March 24, 2014

To: City Manager for Council Information

From: Director of Water and Sewer Utilities

Subject: City of Santa Clara selected for “2014 Water Agency of the Year” Award by WateReuse Association, California Section

Annually, the California Section of the WateReuse Association recognizes agencies which have significantly promoted recycled water as an alternative water source within their service area, regionally or statewide. This year, the City of Santa Clara was selected for the 2014 Medium Sized Recycled Water Agency of the Year Award. This award acknowledges the City’s commitment to promoting beneficial reuse of water and the development of this drought-proof source in the community.

At no time has the use of recycled water been more important than it is now, when Northern California is experiencing the worst drought on record for several hundred years. Santa Clara has demonstrated proactive and progressive development of its recycled water program, which began nearly 15 years ago. The City has demonstrated long-term persistent commitment to using and expanding the use of recycled water since 1989 and has gone on to develop a recycled water program that provides 13.3% of its total annual water supply. Santa Clara’s leadership is apparent in the scale of its program: 2.8 million gallons of recycled water travels through 34 miles of pipeline to 233 active connections on a daily basis.

The City’s progressive program goes well beyond landscape irrigation and provides recycled water to a variety of approved uses including 11 dual-plumbed buildings, 9 cooling tower and 8 industrial sites. Marquee customers include California Paperboard, Santa Clara University, Air Products & Chemicals, Silicon Valley Power’s Donald Von Raesfeld Power Plant, and Great America Theme Park to name a few. With increased interest in development in Santa Clara, the ability to serve industries with recycled water will help support economic development in a sustainable manner and contribute to a thriving community.

A recent example of the City’s innovation and creativity with recycled water is at Levi’s Stadium as a dual-plumbed facility. Utilization of recycled water at one of the largest and most visible facilities in the City and region, will achieve an important step in water conservation, as the amount of potable offset for a facility of this scale will be significant. This project is a public-private partnership which has allowed the City to expand leadership with respect to recycled water and utilize novel approaches to meeting compliance requirements. The City’s recycled water program will continue to expand awareness of the importance and viability of incorporating recycled water to encourage a sustainable Bay Area water supply.

WateReuse Association, California Section’s mission is “To promote responsible stewardship of California’s water resources by making maximizing the safe, practical and beneficial use of recycled water and by supporting the efforts of the WateReuse Association”. The City of Santa Clara has been recognized as an agency that promotes this mission through the demonstration of leadership, creativity, and persistence in the

City Manager for Council Information

Subject: City of Santa Clara selected for "2014 Water Agency of the Year" Award by WateReuse Association, California Section

March 25, 2014

Page 2

development of a comprehensive recycled water program, as well as outreach to the community to expand awareness and implementation of water recycling. The recycled water program's selection for the award and well-deserved recognition from WateReuse also benefits the City of Santa Clara on a large and public stage. The Award was presented at the Annual WateReuse California Conference in Newport Beach, California on March 17, 2014.



Christopher L. de Groot

Director of Water & Sewer Utilities

APPROVED:



Julio J. Fuentes

City Manager

Documents Related to this Report: None

I:\Water\MEMOS\AGENDA\2014\Agenda Report - WateReuse 2014.doc

Meeting Date:

4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item #

CC-3 ✓



Date:

March 10, 2014

To:

City Manager for Council Information

From:

Rajeev Batra, Deputy Director of Public Works

Subject:

Recognition – 2013 Tree City USA and Growth Award

The City of Santa Clara was named a 2013 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management. This is the 27th consecutive year that the City has been the recipient of this award. Santa Clara achieved the Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree-care ordinance, an annual community forestry budget of at least \$2 per capita, and an Arbor Day observance and proclamation.

The community also received a Tree City USA Growth Award for demonstrating environmental improvement and a higher level of tree care. This is the 17th year that the City has received this award. Santa Clara achieved the Tree City USA Growth Award by improving/updated tree publications offered to the public, an innovated curb and sidewalk program which helps preserve tree roots, and a tree preservation program.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

Rajeev Batra

Director of Public Works

APPROVED:

Julio J. Fuentes

City Manager

Documents Related to this Report:

1) none

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # CC-4



Date: April 3, 2014
To: City Manager for Council Information
From: Executive Assistant to the City Manager
Subject: "Breaking Out of the Box" Art Exhibition and Opening Reception Thursday, April 17, 2014 from 6:00 p.m. to 8:00 p.m. at City Hall

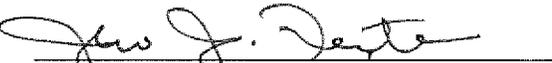
A new art exhibition, "Breaking Out of the Box," begins this month with nearly 40 pieces of art on display at City Hall. A jury consisting of commissioners from the Cultural Commission selected the pieces. The exhibition includes a wide variety of works that form or represent a box. Local artists use their imaginations in an extraordinary way to communicate the complexities of life and keeping it maintained in a box.

In addition to the sculpture exhibition, the City and its Cultural Commission will host an opening reception at City Hall from 6 p.m. to 8 p.m. on Thursday, April 17, 2014. This free reception will feature live music, refreshments and the selection of merit awards to the artists.

In conjunction with the opening reception of "Breaking out of the Box," the Triton Museum of Art will be hosting "Night at the Triton" from 6:00 to 8:30 p.m. that same evening. During the event there will be live art demonstrations. Visitors will be invited to join in the art making process alongside working artists and create their own work of art. Participants at the Museum will be encouraged to visit "Breaking out of the Box," at City Hall through signage and announcements.


Yvonne Felix Galletta
Executive Assistant to the City Manager

APPROVED:


Julio J. Fuentes
City Manager

Documents Related to this Report: None

4/8/14

Youth Commission
Meeting Minutes
January 13, 2014

6eD-1 ✓

CITY OF SANTA CLARA
YOUTH COMMISSION MINUTES
January 13, 2014

The City of Santa Clara Youth Commission met for special meeting, in lieu of their regularly scheduled meeting on Tuesday, January 13 at 6:00 pm, at the Santa Clara Teen Center, 2446 Cabrillo Avenue, Santa Clara, California, in lieu of their regularly scheduled meeting.

Present: Commissioners: Samia Abbasi, Ajaipal Chahal, Karla Cisneros, Devleena Das, Jeff Hara, Vyvy Nguyen, Emily Packer, Rafal Saeed, Sheryl Ratnam, Andrew Rauschhuber, Hannah Villalpando, Michelle Vo, Shana Vu, Ryan Winter, and Ashley Wong

Absent: None

Guests: None

Staff Present: Jennifer Herb – Recreation Supervisor

Matters for City Council Action – None

- I. CALL TO ORDER - The meeting was called to order by Chair, Jeff Hara at 6:08 pm.
- II. INTRODUCTION OF GUESTS – None
- III. APPROVAL OF DECEMBER 3 MINUTES – None
- IV. CORRESPONDENCE/COMMUNICATIONS–
 - A. Santa Clara High School
 1. January 13 – 17, Teen Read Week
 2. January 14 – Interclub Council Meeting
 3. January 17 – Winter Sports Lunch Rally
 4. January 21 – Kaiser, “Secrets” Assembly
 5. January 22 – AP Parent Night
 6. January 24 – Lip-Sync
 7. January 28 – Blood Drive and Cash for College
 8. February 1 – Black History Month Begins
 9. February 3 – Cancer Awareness Week
 10. February 4 & 5 – CAHSEE Testing
 11. February 7 – Staff vs. Student Football
 12. February 8 – Mock SAT & Boot Camp, and Jazz Festival
 - B. Wilcox High School
 1. January 15 – Financial Aid Meeting
 2. January 17 – Winter Spirit Rally
 3. January 22 – Financial Aid Presentation
 4. January 25 – Sadie Hawkins
 5. January 31 – Improv Night

6. February 3 – Student Senate Meeting
 7. February 11 – Blood Drive
- C. Presentation High School
1. January 15 – College Information Night for Juniors
 2. January 22 – Parent Scheduling Night
 3. January 23 – Math & Science Colloquium
 4. January 31 – ASB Winter Mixer
 5. February 2-7, Hall Decorating Week
 6. February 8 – Crab Feed
 7. February 9 – 14, Spirit Week
- D. Archbishop Mitty High School
1. January 15 – Monarch Madness Reveal
 2. January 23 – Sophomore Parent Night
 3. January 25 – Winter Dance
 4. February 3 – Gospel Night
 5. February 5 – NCAA Signing Day
- E. St. Francis High School
1. January 15 – Freshman Spring Sport Sign Up
 2. January 16 – Senior Parent Financial Aid Night
 3. January 17 – Drama Showcase
 4. January 25 – Father/Daughter Dance
 5. January 26 – Mother/Song Event
 6. February 5-7, Senior Retreat
 7. February 8 – Winter Dance
- F. Bellarmine College Preparatory
1. January 8-10, KAIROS
 2. January 16 – Parents Planning Ahead to Pay for College
 3. January 17 – Parent/Son Mass
 4. January 22 – Advanced Courses Information Night
 5. January 23 – Justice Assembly
 6. January 24 – Parent/Son Mass
 7. January 27-29, KAIROS
 8. January 30 – Urban Plunge
 9. February 1 – All School Mixer
 10. February 8 – Father/Senior Son Retreat
- G. Buchser Middle School
1. January 14 – Incoming 6th Grade Parent Tour
 2. January 27-31, Scholastic Book Fair

V. SUMMARY OF CITY COUNCIL ACTIONS – None

VI. OLD BUSINESS

- A. Letter from Santa, December 2-20 – The Youth Commission and Teen Center Staff responded to 117 letters from the Santa Clara Community.
- B. Tree Lighting Ceremony, December 6 – The Youth Commission participated in the annual city event, by providing a face-painting booth, as well as helping pass out programs and candy canes.
- C. Santa Clara's Got Talent Auditions, December 9, 11, 12 – due to the low number of auditions, the Youth Commission held extended auditions on December 17.

- D. An Evening with Santa, December 19 – Commissioners Rafal Saeed, Ryan Winter, Hannah Villalpando, and Member at Large Sufyan Abbasi volunteered to help during the event.
- E. Leadership Santa Clara – Jennifer talked to the Youth Commission about the opportunity and asked those that are interested to talk to their parents and get back to Jennifer.

VII. COMMITTEE REPORTS

- A. Fun Run/Walk – the Committee did not meet as they were working on Letters to Santa. A committee meeting was scheduled for Tuesday, January 28 at 5:00 pm.
- B. Intergenerational Dance – the Committee did not meet as they were working on Letters to Santa. A committee meeting was scheduled for Tuesday, January 28 at 6:00 pm.
- C. Parent Resource Workshops – the Committee met and did Internet research to find potential speakers for the upcoming workshop topics. A committee meeting was scheduled for Tuesday, January 28 at 6:30 pm.
- D. Santa Clara's Got Talent – the Committee met to develop the opening act. Those Commissioners that were interested in being a part of the opening act were asked to attend. A committee meeting was scheduled for Tuesday, January 28 at 5:30 pm.

VIII. NEW BUSINESS

- A. Youth Commission T-shirts – Jennifer continues to develop a design for the T-shirts. After taking a vote on desired T-shirt color, the Youth Commission chose Cardinal Red.
- B. Santa Clara's Got Talent Rehearsals
 - 1. January 14-16
 - 2. 7:00 – 9:00 pm
 - 3. Community Recreation Center
 - 4. Opening act practice – 6:00 pm
- C. Santa Clara's Got Talent, January 18 – Jennifer reminded the Youth Commission about the upcoming event and asked them to continue promoting ticket sales.
- D. Youth Commission term and scholarship applications available, January 21 – Jennifer reminded the Youth Commission that applications would be available at the end of January. She encouraged the group to tell their friends and hand out applications.
- E. Teen Center Workshop, January 22 – The Youth Commission will be hosting the first workshop of the series. Jennifer informed the Commission that she is still looking for speakers and could use help locating someone to facilitate the discussion.

IX. PUBLIC PRESENTATIONS – None

- X. ADJOURN – A motion was made by Hannah Villalpando to adjourn the meeting at 7:15 pm. Ryan Winter seconded the motion. Meeting was adjourned to the next scheduled meeting, Tuesday, February 11, at the Teen Center.

Minutes Prepared by: 

 Jennifer Herb
Youth Commission Staff Liaison
Recreation Supervisor

4/8/14

LED-2 ✓

**MINUTES OF THE REGULAR MEETING OF THE
PARKS & RECREATION COMMISSION
February 18, 2014**



COMMISSIONERS PRESENT: Chuck Blair; Ray Gamma; Mike O'Halloran; Tino Silva, Kevan Michael Walke.

COMMISSIONERS EXCUSED: Roseann Alderete LaCoursiere, George Guerra.

STAFF: James Teixeira, Parks & Recreation Director; Dale Seale, Deputy Parks & Recreation Director; Patricia Lord, Recreation Manager.

PUBLIC: Two students from Santa Clara University, and one student from San José State University.

MATTERS FOR COUNCIL ACTION— None.

I. CALL TO ORDER/ ROLL CALL/ ORDER OF AGENDA

The meeting was called to order by Mike O'Halloran at 7:00 p.m. The Commission approved (5-0-2) the meeting agenda and excused Commissioners LaCoursiere and Guerra.

II. APPROVAL OF MINUTES

On a motion by Commissioner Blair and second by Commissioner O'Halloran, the Commission approved (5-0-2) the minutes of the Regular Meeting held on January 21, 2014, as amended.

III. CORRESPONDENCE/COMMUNICATIONS

The Commission reviewed recent Council actions with the summaries from the Council meetings held on January 14 and 28, 2014. Director Teixeira noted the new ordinance regarding unsafe conduct related to skateboards and bicycles and discussed acceptance of a donation to the Senior Nutrition Program. He also announced the upcoming California Parks and Recreation Society Conference, March 4-7, 2014 in Ontario, California.

IV. OLD BUSINESS

A. The Commission discussed the meeting calendar current and future schedule. Chair O'Halloran noted that in 2014, six out of twelve Commission meetings are scheduled on the same night as a Council meeting; potentially a conflict for Commissioners interested in attending both meetings. Commissioners discussed the importance of consistency for the public with the schedule already posted on the 2014 City calendar. The Commission recommended revisiting this topic in July or August for input into the 2015 Calendar.

V. NEW BUSINESS

A. Youth Sports Complex & Feasibility Study: The Commission discussed the third public stakeholder meeting on the Youth Sports Complex Feasibility Study held on February 12, 2014 at the Santa Clara

Senior Center. The meeting included a presentation by Verde Design of a conceptual plan that illustrated how the total sports' needs could be included in a single Youth Sports Complex, or whose components could be accommodated on multiple appropriately sized sites. Based on previous stakeholders input, the conceptual design included: soccer, BMX, tennis, indoor sports center/gymnasium, and a multi-sport field. A 38-acre site could accommodate a Youth Sports Complex: BMX, 8-10 tennis courts, four soccer fields, a gym, and a multi-use field (baseball, lacrosse, cricket), and sufficient to meet the General Plan 2010-2035 population projections. The Commission discussed concerns about potential loss of current open space, limited existing facilities for sports, and potential sites for adding soccer fields due to issues of Stadium game day access to Youth Soccer Park. The March 18, 2014 Commission meeting will include an update on the Youth Sports Complex Needs Assessment and Feasibility Study by Verde Design.

B. New Housing Development Impact Fee Nexus Study: The Parks & Recreation Department is continuing work with Willdan Financial Services, to study the relationship between the public need for new recreation facilities and park land, and the impacts of new development projected in the General Plan. The study is a Council goal and will provide a view of the direct relationship or "nexus" between new residential population and housing developments, and their projected impacts on the existing park system and the need for additional park land or recreation facilities to meet the demand/mitigate the impact. The study will propose new draft language for an ordinance to establish standards for determining the proportion of impact and reasonable park fee formulas. Local governments have been authorized since the Quimby Act (California Government Code §66477) and its amendment in 1982, as well as other California Government Codes (66000 and following) to pass ordinances that may require developers set aside land, donate conservation easements, or pay fees (in-lieu fees) for park improvements to help mitigate the impacts of the projects communitywide. The City of Santa Clara has not yet established such a fee. Outreach meetings will be scheduled in early March with developers. Staff will then present to the Planning Commission and Parks and Recreation Commission for community input prior to developing the draft ordinance language. The results of the study will be presented to Council in early April. The next Council Goal review session will be April 11, 2014.

C. International Swim Center and Swimming Hall of Fame Program Study Update: The project is moving forward. Conceptual options are being explored with a stakeholders group. A community survey will be conducted in March by Strategic Research Associates in collaboration with The Sports Management Group to gather feedback from residents regarding their interests in parks and recreation facilities, including aquatic facilities and the ISC & ISHOF. The Aquatic Program Study will incorporate a business plan and to address cost-recovery, operations, capital improvements and program management. It is anticipated to be completed for Council review in April.

D. Parks & Recreation Capital Improvement Project (CIP) Budget Update: Funds have been requested for various capital maintenance projects and additional funds to address playground improvements.

E. Upcoming Projects at the Santa Clara Golf & Tennis Club (SCG&TC) and BMX Bike Park: The Commission discussed the parking improvement project, a seven week construction process during which the driving range, putting green, and tennis courts will be open along with David's Restaurant; the golf course will be closed. By agreement with the City, the 49ers are paying for improvements to the golf course for parking on the course. During construction, the golf clubs and the Juniors Program were given the option to play at Summitpointe Golf Club for free. Commissioners discussed the impact on Wilcox High school students with transportation limitations. The City has been subsidizing golf play at SCG&TC. Director Teixeira will pursue funding for high school students to play golf at another location during the temporary closure SCG&TC. As other development projects move forward, the

Commission was interested in the relative size of SCG&TC and BMX track as a percentage of the City's total park and open space; the parcels total 230 acres or about 40% of the City's open space inventory.

VI. STAFF REPORT

A. Recreation Program Updates: Recreation Manager Lord reported on upcoming recreation programs and events, including the annual Camellia Show at the Community Recreation Center on February 22-23, and Showtime on March 7-9, 2014.

B. Special Event Updates: Director Teixeira reported Silicon Valley BBQ Championships planning is underway for June 26 and 27, 2014, as well as the Fourth of July All-City Picnic at Central Park and the potential for an evening program with fireworks.

C. Parks & Cemetery Projects: Deputy Director Seale reported on: the Youth Activity Center roof repair project in the bid process; the bull pen warm-up area being prepared for Central Park Fatjo Field; the Youth Soccer Park sod replacement; the Central Park Pond natural filtration project moving ahead; and, the Park tree replanting project (50 out of 80 complete). The new park dedication date is tentatively set for May 10; the Parkway Park Pathway & Plants community project is set for May 17 starting at 9 a.m.

VII. COMMISSIONERS' REPORTS

Commissioner Gamma—Reported on his visits to various City parks.

Commissioner Walke—Visited Washington Park and Central Park.

Commissioner Silva—Reported on his visited to the Santa Clara Dog Park.

Commissioner Blair—Attended the stakeholder meeting on February 12 at the Senior Center.

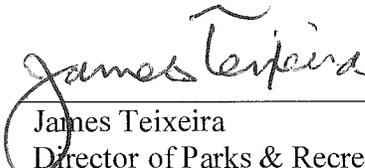
Commissioner O'Halloran—Impressed with the PAL BMX Park, ranked #2 in Northern California.

VIII. CONFERENCE ATTENDANCE REPORTS—None.

IX. PUBLIC PRESENTATIONS/COMMENTS—None.

X. ADJOURNMENT—On a motion by Commissioner Gamma, and a second by Commissioner Walke, the Commission adjourned to the next regularly scheduled meeting March 18, 2014, in the City Hall Staff Conference Room.

Prepared by:


James Teixeira
Director of Parks & Recreation

Reviewed by:


Roseanne LaCoursiere
Commission Secretary

4/8/14

6D-3



City of Santa Clara
MARKETING COMMITTEE MINUTES
Wednesday, February 19, 2014, 4 p.m.
Central Park Library

Organization	Name
City of Santa Clara	Debi Davis, Chair Lisa Gillmor Teresa O'Neill Julio Fuentes Sheila Tucker Ruth Shikada Dan Beerman Gaurav Garg Larry Owens
Santa Clara Chamber of Commerce	Steve Van Dorn
Santa Clara Convention Center	Lisa Moreno
Santa Clara Convention-Visitors Bureau	David Andre
Santa Clara Convention-Visitors Bureau	Debbie Keller
Santa Clara Chamber of Commerce & Convention-Visitors Bureau	Annette Manhart
Santa Clara University	Butch Coyne
Mission College	Daniel Peck
California's Great America	Kent Russell
San Francisco 49ers	Ali Towle
San Francisco 49ers	Hannah Gordon
The Plaza Suites	JP Rollet
Hilton Santa Clara	Erich Smith
HBR Community Partners	Chris Greene
Santa Clara Sports Group (Santa Clara Swim Club)	Jaime Benes

1. **Introductions and Welcome**

Meeting called to order at 4:09 p.m. by Chair Davis. Council Member Lisa Gillmor arrived at 4:34 p.m. due to a schedule conflict as she had previously informed Chair Davis. Chair Davis asked attendees to introduce themselves and the organization they represent on the Committee. Santa Clara University representative Butch Coyne was not able to attend the meeting.

2. **Marketing Committee Purpose/Objective**

Council Member O'Neill encouraged the work on the City's marketing plan. Chair Davis introduced Assistant City Manager Sheila Tucker. Assistant City Manager Tucker noted the enthusiasm expressed by the committee members to the invitation to attend and participate in the City Council's newly engaged Marketing Committee. Assistant City Manager Tucker has been assigned as staff to assist the Council Committee with the marketing and branding

Assistant City Manager Tucker informed the Marketing Committee that the Harvard Business School Community Partners (HBSCP) had selected the City to complete a pro-bono community project. A team of HBSCP Alumni will conduct market research that will serve as the foundation for a new marketing and branding strategy. HBSCP was established in 1986 to provide alumni in Northern California with opportunities to volunteer their management and business skills for the betterment of community. Mr. Chris Green of HBSCP gave a brief presentation about the HBSCP and the proposed engagement with the City. Our team of volunteers come from prominent businesses like Cisco, Skype, Nowmap, Vormetric, etc., and will be working with city staff to conduct research on the perspective of community members and what the City's key strategic assets are. The engagement will involve a 4 to 6 month project commitment which incorporates 4 to 8 volunteers, each providing 2 to 10 hours per week.

3. **Santa Clara's Branding Strategy**

Silicon Valley Power (SVP) representative Larry Owens, Manager, Customer Services, gave an overview of SVP's former efforts to establish a new branding strategy for the City's Utility. Mr. Owens gave a presentation highlighting SVP's branding efforts. As a part of SVP's brand development, SVP worked to identify who it is to its customers. Market research identified customers' top priorities as: power reliability, cost competitive, responsive service, environmental responsibility. SVP's brand positioning is that its: 1) world-class utility - a reflection of its customers, 2) strong, bold, competitive - alignment with region, 3) not government/institutional - flexible, responsive, 4) competitive, not bureaucratic - speed to market, 5) to employees - not business as usual. SVP uses the tagline, "Giving You the Power to Change the World." Mr. Owens passed out a "Welcome" packet which is given to new and prospective customers. SVP uses online newsletters, direct mail, email, and their website among others vehicles for their outreach.

4. **Stakeholder Presentations** (10 minutes each)

Mr. Erich Smith, Hilton Santa Clara, representing the Tourism and Improvement District (TID) Board, gave an overview of the TID. The TID was established eight years ago, and currently has eight hotels. Each of the hotels collects a \$1 per night per room assessment. Currently, the TID has collected \$800,000. The TID does no direct marketing or promotions as the Santa Clara Convention and Visitors Bureau (SCCVB) is tasked with the execution of marketing recommendations. Funding is funneled through the SCCVB with the TID Board working with the SCCVB to approve expenditures.

The TID does not have a tag line at this time. The TID funds significant activities and subsidizes marketing and advertising for the TID area. The TID covers 65% of staffing costs for day-to-day activities, transportation subsidies and subsidizes larger pieces of businesses to come to Santa Clara, i.e., meeting space rentals and incentive programs. Council Member Gillmor asked how decisions are made as to how the money is used. It was stated that half of the funds cover the Chamber staffing costs, and a quorum of the TID Board approves the overall budget.

Ms. Ali Towle, 49ers Director of Marketing for Levi's Stadium, presented a PowerPoint presentation to the Committee. The stadium marketing strategy is to have the stadium in use 365 days of the year once it opens. An awareness campaign to establish Levi's Stadium as a year-round entertainment destination in Santa Clara is targeted to kick off in the May/June timeframe. Secondary and more tactical advertising will follow on the 49ers Museum, 49ers Team Store, event rentals, tours of the stadium, and restaurant opening of Bourbon Steak & Pub. The 49ers are currently tackling fall tour business which is anticipated to fill the hotels on the weekend. Stadium tours will be launched in mid-August that will hit several different tracks,

such as developing an art collection comprised of 700 original pieces of art primarily from Bay Area artists. Tours will also highlight the environmental, architectural and artistic features of the building and promote the opportunity to hold corporate meetings, conferences, trade shows, and consumer events at the stadium. Stadium events booked at the stadium start August 2014, Earthquakes game; October 2014 Oregon vs. Cal CFB; and March 2014 WWE Wrestlemania XXXI. The 49ers are also currently working to secure concerts, NCAA Football games, and international soccer events. It is anticipated that Levi's Strauss will also be developing a marketing strategy to tie into the stadium.

Mr. Kent Russell of California's Great America presented a PowerPoint presentation to the Committee. Great America (GA) is owned by Cedar Fair, a parent company. Mr. Russell highlighted the demographics of visitors to the theme park stating that the majority of its visitors travel between 50 to 100 miles to attend, with an average annual attendance of 1.7 million. GA is expecting its 75-millionth park visitor in the upcoming 2014 season that will promote the opening of the new "Gold Striker" rollercoaster. Under the tag line "Thrills Connect", GA spends roughly four million dollars on its direct and indirect marketing, including advertising on TV, radio, and social media focusing on the region throughout Monterey and Sacramento. GA also participates in a co-op marketing program with Santa Clara hotels that offers combo packages including hotel stay and park admission. GA promotes events through social media, industry publications, a digital billboard near Highway 101, and mobile applications ("apps"). Sales representatives schedule high profile events throughout the theme park's season from late March through late October. Some major events hosted are Coaster Con (an industry event), Island Reggae, Fiesta Hispana, and Pride.

Newly appointed President of Mission College Daniel Peck spoke to the Committee about his seven years with Mission College, which is currently in transition with the departure of its Marketing Director. Due to difficult budget years, the college has had to cut costs and the marketing budget has been affected. The college had completed a four to five year marketing study that stated the College does not have a bad reputation, but its reputation is not known outside the local area. The college is working on brand awareness and a new logo was designed that prominently states "Santa Clara". Typically, the college advertises in high school newspapers in the region. Printed collateral is a hybrid of old and new and needs to be updated. The college is open to all partnerships within Silicon Valley and is preparing to open a new building on May 1, 2014. This will be the first new replacement building for the college campus and will help to develop a modern campus.

City Manager Fuentes stated that Santa Clara has outstanding K-12 schools and that cross promotion and rebranding of websites would help to link the excellent upper educational opportunities in Santa Clara. Council Member Gillmor stated that businesses are a great venue to promote Mission College and help find its future employees.

President and CEO of the Santa Clara Chamber of Commerce & Convention-Visitors Bureau Steve Van Dorn showed a PowerPoint presentation to the Committee. The Convention-Visitors Bureau uses the tag line of "Silicon Valley Central." The Chamber has used the logo of three mountain peaks for 15 years and the logo needs updating. The Chamber has created three websites with *SantaClara.org* as the primary website used to welcome visitors to the Chamber, encourage businesses to join, and highlight events the Chamber supports. This website has also been enhanced with a mobile friendly format. The TID funded the creation of *SiliconValleyMeetings.com* where event planners can get information specific to their industry. The Chamber and Bureau hosts two mobile applications ("apps") funded by the TID, *Visit Santa Clara* and *Save Now Local*, that encourage people to stay local, spend their time and money at

local businesses, and give information of events happening in the local area. Advertising, email marketing, and especially social media outlets are heavily used by the Chamber and Bureau with over 10,000 Facebook likes and emails about Superbowl 50 reaching over 103,000 people. City Manager Fuentes encouraged the Chamber/Bureau to highlight companies that are here to help hook the next business to come. Mr. Smith from the TID Board stated that the goal is to link to and tie everything together that is happening in the City.

Mr. Van Dorn introduced Ms. Jaime Benes of the Santa Clara Sports Group as the next presenter. Ms. Benes stated the Santa Clara Sports Group (SCSG) was founded in 2011 and is a division of the Chamber and Bureau. Ms. Benes gave a PowerPoint presentation to the Committee highlighting the importance of hosting more sporting events City-wide to increase the economic impact for the City and its hotels. SCSG promotes the City through its website (*SantaClaraSportsGroup.com*), social media, and by making connections to stakeholders in the area, such as California's Great America, the City of Santa Clara and its Parks and Recreation programs, Mission College Athletics, Santa Clara University Athletics, and the San Francisco 49ers. SCSG partners with the City to promote local venues to youth groups that sponsor large athletic competitions.

5. **Challenges and Opportunities**

Chair Davis wrapped up the presentations and the Committee spoke about their enthusiasm for the opportunity to develop a cohesive message from many different businesses in the local area. The challenge will be to develop a natural cohesive media message that will make Santa Clara stand out.

City Manager Fuentes noted that the City has incredible assets and needs to be sensitive to the past with respect for the City's history. Providing an overview of "Then" and "Now" would showcase the City's progression.

6. **Wrap Up/Next Steps**

Harvard Business School Community Partners (HBSCP) will be completing its recommendations to the stakeholders within a 3 to 4 month period. HBSCP will be holding its first internal meeting on Monday, February 24, 2014, and reaching out to stakeholders at a later date. The project will run parallel to a request for qualifications for the City to hire a branding and marketing firm. Assistant City Manager Tucker stated that it would take the City 6 to 9 months to develop a branding effort with a consultant.

7. **Public Presentations**

Guest Lidia Blaire made the suggestion that the City promote a Santa Clara magazine that would highlight businesses in Santa Clara.

8. The next meeting will be held Wednesday, March 19th, at the Central Park Library, 2635 Homestead Road, Santa Clara at 4:00 p.m. Meeting adjourned at 6 p.m.

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item: GE-1



Date: March 21, 2014
To: City Manager for Council Action
From: Director of Parks and Recreation
Subject: Approve Request by Santa Clara Kiwanis Club to Use City Hall Reflection Pond for the Annual Fish Derby

EXECUTIVE SUMMARY:

The Santa Clara Kiwanis Club requested use of the City Hall reflection pond for the annual Fish Derby to be held on Saturday, May 3, 2014. Council previously approved a contribution of \$900 to help defray the cost of the annual community event as part of the FY 2013-14 Operating Budget.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

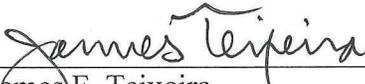
Approval of this request will provide use of the City Hall reflection pond for an urban fishing experience for approximately one thousand children free of charge.

ECONOMIC/FISCAL IMPACT:

There is no fee or cost recovery component for this event.

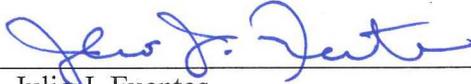
RECOMMENDATION:

That the Council approve the request by the Santa Clara Kiwanis Club to use the City Hall Reflection Pond for the Annual Fish Derby to be held on May 3, 2014.



James F. Teixeira
Director of Parks and Recreation

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report: None

I:\Parks\Agendas\Approval of Agreement\Fish Derby\Fish Derby Request 2014 - use of fountain.doc

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A



Date: April 8, 2014

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Award of Contract: Lafayette Street Traffic Signal Interconnect and Coordination Project (CE 12-13-08)

Contractor: Daleo Inc.
 Address: 7190 Forest Street
 Gilroy, CA 95020
 Bid Amount: \$1,490,298

EXECUTIVE SUMMARY:

In 2012, staff applied for and obtained a \$1,344,237 Transportation Fund for Clean Air (TFCA) grant for the Lafayette Street Traffic Signal Interconnect and Coordination Project (Project). The Project will replace existing traffic signal controller cabinets, install new traffic signal communication conduits, pull boxes, and fiber-optic cables along Lafayette Street, between Calle De Luna at the north end and Reed Street at the south end.

On February 12, 2014, bids were opened for the Project. Two (2) bids were received, one from Daleo, Inc. in the amount \$1,490,298 and the other from Tennyson Electric in the amount of \$1,737,241 (see bid summary below). The lowest bid received, from Daleo, Inc., is 8.71% below the Engineer's Estimate of \$1,632,400. Bids were reviewed for compliance with the terms and conditions of the Instructions to Bidders, and any necessary minor corrections were made.

BID SUMMARY		February 12, 2014	
ENGINEER'S ESTIMATE:		\$1,632,400	
Contractor	Total Bid	Percentage above/below Engineer's Estimate	
Daleo, Inc.	\$1,490,298	8.71% below	
Tennyson Electric	\$1,737,241	6.42% above	

In consideration of existing market conditions for construction costs in the area, staff finds that the costs shown on the bidder's proposal are reasonable and recommends awarding the contract to Daleo, Inc., the lowest bidder.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Project will upgrade traffic signal communication and operations to a newer, more efficient, effective, and cost-saving system along the Lafayette Street corridor. A disadvantage may be the temporary inconvenience to the public during construction.

ECONOMIC/FISCAL IMPACT:

The cost of the contract is \$1,490,298 plus \$149,030 for any potential change orders (not to exceed 10% of the contract amount) for a total cost of \$1,639,328. Funding for this project is available in the Streets and Highways Fund: Traffic Signal Timing and Interconnect Project (533-4433-80300-1362-[G]TFC13).

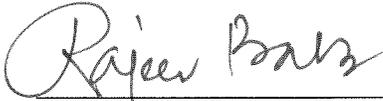
Since the funding source for the Project is from a TFCA grant and Special Gas Tax for the City's required local match, there is no impact to the General Fund.

No significant additional operation and maintenance costs are expected.

RECOMMENDATION:

That the Council:

1. Award the Public Works contract for the Lafayette Street Traffic Signal Interconnect and Coordination Project (CE 12-13-08) to the responsive and responsible bidder, Daleo, Inc., in the amount of \$1,490,298; and
2. Authorize the City Manager to execute change orders up to 10% of the original contract price, or \$149,030 for a total amount not to exceed \$1,639,328.



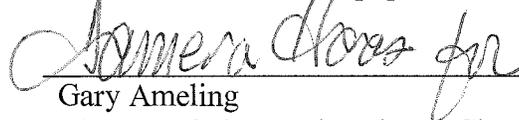
Rajeev Batra
Director of Public Works / City Engineer

APPROVED:



Julio J. Fuentes
City Manager

Certified as to Availability of Funds: 
533-4433-80300-1362-[G]TFC13 \$1,639,328



Gary Ameling
Director of Finance / Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Bid Summary*



CITY OF SANTA CLARA

Department of Public Works – Traffic Engineering Division
1500 Warburton Ave, Santa Clara, CA 95050
Tel: 408-615-3000 Fax: 408-985-7936
engineering@santaclara.gov

BID SUMMARY

Project Name: **LAFAYETTE STREET TRAFFIC SIGNAL
INTERCONNECT AND COORDINATION PROJECT**
Bid Opening Date: **WEDNESDAY @ 3PM; FEBRUARY 12, 2014**
CE Number: **12-13-08**
Project Manager: **Blossom Dulos (408-615-3007)**

**ENGINEER'S
ESTIMATE: \$1,632,400**

Contractor	Total Bid	Percentage above/below Engineer's Estimate
Daleo, Inc.	\$1,490,298	8.71% below
Tennyson Electric	\$1,737,241	6.42% above

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 8A



Date: April 8, 2014

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Award of Contract: Lafayette Street Traffic Signal Interconnect and Coordination Project (CE 12-13-08)

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EXECUTIVE SUMMARY:

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On February 12, 2014, bids were opened for the Project. Two (2) bids were received, one from Daleo, Inc. in the amount \$1,490,298 and the other from Tennyson Electric in the amount of \$1,737,241 (see bid summary below). The lowest bid received, from Daleo, Inc., is 8.71% below the Engineer's Estimate of \$1,632,400. Bids were reviewed for compliance with the terms and conditions of the Instructions to Bidders, and any necessary minor corrections were made.

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Contractor	Total Bid	Percentage above/below Engineer's Estimate	
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ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Project will upgrade traffic signal communication and operations to a newer, more efficient, effective, and cost-saving system along the Lafayette Street corridor. A disadvantage may be the temporary inconvenience to the public during construction.

ECONOMIC/FISCAL IMPACT:

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Since the funding source for the Project is from a TFCA grant and Special Gas Tax for the City's required local match, there is no impact to the General Fund.

No significant additional operation and maintenance costs are expected.

RECOMMENDATION:

That the Council:

1. Award the Public Works contract for the Lafayette Street Traffic Signal Interconnect and Coordination Project (CE 12-13-08) to the responsive and responsible bidder, Daleo, Inc., in the amount of \$1,490,298; and
2. Authorize the City Manager to execute change orders up to 10% of the original contract price, or \$149,030 for a total amount not to exceed \$1,639,328.



Rajeev Batra
Director of Public Works / City Engineer

APPROVED:



Julio J. Fuentes
City Manager

Certified as to Availability of Funds: 
533-4433-80300-1362-[G]TFC13 \$1,639,328



Gary Ameling
Director of Finance / Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Bid Summary*



CITY OF SANTA CLARA

Department of Public Works – Traffic Engineering Division
1500 Warburton Ave, Santa Clara, CA 95050
Tel: 408-615-3000 Fax: 408-985-7936
engineering@santaclara.gov

BID SUMMARY

Project Name: **LAFAYETTE STREET TRAFFIC SIGNAL
INTERCONNECT AND COORDINATION PROJECT**
Bid Opening Date: WEDNESDAY @ 3PM; FEBRUARY 12, 2014
CE Number: 12-13-08
Project Manager: Blossom Dulos (408-615-3007)

**ENGINEER'S
ESTIMATE: \$1,632,400**

Contractor	Total Bid	Percentage above/below Engineer's Estimate
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Tennyson Electric	\$1,737,241	6.42% above

4/8/14

9A ✓

MINUTES OF THE REGULAR MEETING
OF THE SENIOR ADVISORY COMMISSION
February 24, 2014



- COMMISSIONERS PRESENT: Dwight Collins, Frank Kadlecek, Alice Pivacek, Wanda Buck, Bobbie Estrada
- COMMISSIONERS ABSENT: ArLyne Diamond
- STAFF PRESENT: Phil Orr, Recreation Supervisor-Senior Center
Morgan Pershing, Reference Librarian II
- GUESTS: None

MATTERS FOR COUNCIL ACTION –Recommend that City Council budget to increase the Senior Center hours to those hours prior to the Great Recession.

- I. CALL TO ORDER - The meeting was called to order by Chair Pivacek.
- II. ROLL CALL – Commissioner Diamond was excused.
- III. MINUTES OF THE January 27, 2014 MEETING – Were approved.
- IV. APPROVAL OF THE ORDER OF THE MEETING AGENDA – On a motion made by Commissioner Estrada and seconded by Commissioner Kadlecek the agenda was approved as presented.
- V. CORRESPONDENCE/COMMUNICATIONS – None.
- VI. COMMISSIONER’S REPORTS:
 - A. Chair’s Report: Chair Pivacek advised of a recent stairwell fall and will discuss with staff the possibility of changing from black to yellow stairwell marking.
 - B. Sourcewise (Formerly Council On Aging): Commissioner Collins reported that starting February 25, 2014, Sourcewise will have a representative attend the Triple A Council of California held in Sacramento.
 - C. California Senior Legislature (CSL): Commissioner Collins reported that two of the California Senior Legislature proposals had been picked up by state legislators; they are AP-10 and AP-2.
 - D. Volunteer/Communication: Commissioner Kadlecek reported that AARP volunteers have processed more than 400 tax returns to date; he estimated that

approximately two thirds were at or below the poverty line. He also relayed information regarding a survey of 2,600 respondents that concluded poor seniors exercise less than more affluent seniors.

- E. Organizations Serving Santa Clara Seniors: Commissioner Buck shared that St. Justin's provides upwards of 3,000 meals per month. She mentioned that Project Sentinel provides housing information. She advised tickets for the Santa Clara Women's League presentation of Showtime are on sale.
- F. Nutrition/Dining: No report.
- G. Seniors and the Arts in Santa Clara/Transportation: No report.
- H. Healthy Seniors: Commissioner Estrada advised that she is working on getting a speaker to give a presentation on grants.
- I. Social Services: Commissioner Orme advised that he has invited Professor Patti Simone (Director of the Gerontology Certificate Program at Santa Clara University) to speak to the Commission on memory.

VII. STAFF REPORTS:

- A. Librarian Pershing provided handouts for upcoming Internet and job hunting classes at the library.
- B. Recreation Supervisor Orr announced that Council will accept a donation for a new band saw for the Senior Center wood shop and revisions to the Senior Center web site are progressing. He introduced Patricia Lord as the new Recreation Manager.

VIII. OLD BUSINESS: None.

IX. NEW BUSINESS:

- A. Discussion of the strength training class held during normal business hours in the fitness center.
- B. Discussion to return to pre-great recession hours for the Senior Center. The following motion was made by Commissioner Collins and seconded by Commissioner Estrada. The motion was passed 6-0. The Senior Advisory Commission understands and appreciates the need to reduce expenditures during the great recession of 2008 which included the reduction in hours the Senior Center was open to the public. It appears that the City is now on track to rebuild its rainy day fund and the future is looking brighter with the addition of the stadium and the many new building projects in the City. Prior to the great recession the Center hours were 7:00 am to 7:00 pm Monday through Thursday, 7:00 am-5:00 pm Friday, and 9:00 am to 3:00 pm Saturday. As a result of the great recession the hours were reduced to 7:00 am -5:00 pm Monday thru Friday and

9:00am -12pm Saturday. The new reduced hours eliminated hundreds of working senior's access to the fitness center and facility.

- C. Survey of senior advisory boards
- D. Commissioner Collins requested that news of the new Pulsepoint application be included in the Senior Center newsletter. Pulsepoint is a location based mobile application that notifies CPR-trained residents in the immediate vicinity of a nearby need for CPR.

X. PUBLIC PRESENTATIONS: None

XI. CONFERENCE AND TRAVEL AB1234: No report

There being no further business the meeting was adjourned. The next regular meeting is scheduled for March 24, 2014 at 10:00 a.m. at the Santa Clara Senior Center, Room 232

Prepared by:



DWIGHT COLLINS
Secretary



JAMES TEIXEIRA
Director of Parks and Recreation

Meeting Date: 4/8/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 9A-1



Date: March 19, 2014

To: City Manager for Council Action

From: Director of Parks & Recreation

Subject: Senior Advisory Commission Recommendation—Increase Senior Center Hours of Operation

EXECUTIVE SUMMARY:

On February 24, 2014, the Senior Advisory Commission recommended that Council increase the Santa Clara Senior Center's hours of operation by 11 hours per week from the current schedule of 53 hours per week (Monday through Friday 7:00am-5:00pm and Saturday 9:00am-12:00pm) to 64 hours per week (Monday through Thursday 7:00am-7:00pm, Friday 7:00am-5:00pm, and Saturday 9:00am-3:00pm). The requested schedule was reduced in July 2010 due to the effects of the Great Recession on the City budget. The hours selected at that time were meant to impact the least number of seniors and to support existing services for the 64+ senior population; the decision primarily affected the "working/younger senior" aged 50-64.

For FY 2014-15, the budget direction is to continue to operate at the existing budgetary limits and service levels. Given the continued resource constraints and the Parks & Recreation Department operating with about 20% positions affected by the managed hiring freeze, it is not advisable to add additional program hours at the Senior Center this fiscal year. Additional full time staff resources have already been moved to the Senior Center to increase program levels during the existing hours of operation. Increasing the hours of service as recommended by the Senior Advisory Commission is estimated to cost an additional \$130,000 to support access to the fitness room and pools for additional part-time staff such as life guards, custodial and front counter support. Current policy favors free/subsidized programs and services, thus inhibiting capacity for cost recovery, or to off-set increased service costs through fee-based programs. Staff recommends that the Council note and file the Senior Advisory Commission Minutes and recommendation of February 24, 2014 and maintain the existing hours of operation at the Senior Center until such time as financially feasible to staff the facility for more hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

While increased service hours will provide additional opportunities for seniors to attend the senior center, particularly the working/younger senior aged 50-64, there are additional costs for: staffing, maintenance of equipment, consumption of supplies, increased demand for utilities, and additional volunteers. Conversely, maintaining the current service level and hours of operation may control costs, but restrict access to the Center to certain senior demographic groups.

ECONOMIC/FISCAL IMPACT:

There is no additional cost for maintaining the current service level. Increasing hours of operation as proposed by the Senior Advisory Commission is estimated to cost an additional \$130,000 to provide staff

City Manager for Council Action

Subject: Senior Advisory Commission Recommendation—Increase Senior Center Hours of Operation

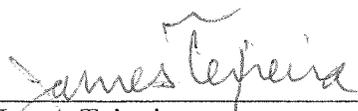
March 19, 2014

Page 2

supervision, utilities and custodial support of the Senior Center's passive and active program areas including the fitness room and natatorium.

RECOMMENDATION:

That the Council note and file the Senior Advisory Commission Minutes and recommendation of February 24, 2014 and maintain the existing hours of operation at the Senior Center until such time as financially feasible to staff the facility for more hours.



James Teixeira

Director of Parks & Recreation

APPROVED:



Julio J. Fuentes

City Manager

4/8/14

9B

**CITY OF SANTA CLARA
CIVIL SERVICE COMMISSION
SUMMARY OF MINUTES**

March 10, 2014 at 7:00 PM
City Council Chambers, City Hall
1500 Warburton Avenue
Santa Clara, California

Present: Commissioners Mario Bouza, Brian Doyle, Kim Kristalyn, and Fran Palacio; Tina Murphy, Assistant Director of Human Resources; Lindsay Beavers, Deputy City Attorney, and Sheila Ivers, Recording Secretary.

Absent: Chairperson Beverly Silva

Recommendation for Council Action:
A) Approve the Modified Job Specification for Equipment Operator

I. ROUTINE ITEMS

A. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Vice-Chairperson Kristalyn called the meeting to order at 7:01 p.m. He noted that Chairperson Silva was not in attendance, and then led the meeting in the Pledge of Allegiance.

**B. MINUTES of January 13, 2014 Civil Service Commission meeting
There being no comment or objection, the minutes of the January 13, 2014 Civil Service Commission meeting were adopted.**

C. CHANGE OF STATUS REPORT for January and February, 2014

**D. CURRENT RECRUITMENT ACTIVITY REPORT for
January and February, 2014**

E. EXAMINATION REPORT for January and February, 2014
Ms. Tina Murphy, Assistant Director of Human Resources, stated that in January, Commissioner Kristalyn reviewed the oral examinations for Sr. Library Assistant/Public Service, Utility Crew Supervisor, Recreation Supervisor, Senior Energy Systems Analyst and Electric Utility Programmer Analyst. In February of 2014, Commissioner Palacio reviewed the oral examinations for Pump Maintenance Technician, Facilities Technician, and the performance examination

CSC Summary of Minutes- March 10, 2014 continued

for Permit Technician. In all cases, the examinations were found to be job-related and appropriate.

MOTION by Commissioner Palacio, seconded by Commissioner Bouza, to **NOTE AND FILE** Items I-C, I-D, and I-E.

MOTION carried, 4-0.

II. UNFINISHED BUSINESS - None

III. NEW BUSINESS

A. CONSIDER REQUEST to Extend Probationary Period for Firefighter I
MOTION by Commissioner Doyle, seconded by Commissioner Bouza, to **APPROVE** the extension of the probationary period for Firefighter I Kevin Fogleman, equivalent to the amount of time that he will be on a leave of absence, and that Mr. Fogleman be required to undergo the annual Firefighter Physical Ability Test and a medical examination by a City-designated physician for the position of Firefighter I before being allowed to return to work. When he is able to return to duty, Mr. Fogleman will be re-enrolled in the Santa Clara Fire Academy to complete his required training and probationary period.
MOTION carried, 3-1, with Commissioner Palacio voting against the motion.

B. CONSIDER REQUEST to Extend Eligible List for Sr. Customer Service Representative
MOTION by Commissioner Bouza, seconded by Commissioner Palacio, to **EXTEND** the eligible list for Sr. Customer Service Representative by one year to May 9, 2015.
MOTION carried, 4-0.

C. CONSIDER REQUEST to Extend Eligible List for Park Foreperson
MOTION by Commissioner Palacio, seconded by Commissioner Bouza to **EXTEND** the eligible list for Park Foreperson by one year to March 27, 2015.
MOTION carried, 4-0.

D. CONSIDER REQUEST to Establish Dates for Board of Review for Appeal of a Disciplinary Action
MOTION by Commissioner Doyle, seconded by Commissioner Bouza, to **ESTABLISH** the dates of July 21st and July 22, 2014, to hear the appeal of Mr. Kiet Nguyen.

CSC Summary of Minutes- March 10, 2014 continued

MOTION carried, 4-0.

- E. **CONSIDER REQUEST** to Modify Job Specification for Equipment Operator

MOTION by Commissioner Palacio, seconded by Commissioner Bouza, to **APPROVE the modification of the job specification for Equipment Operator.**

MOTION carried, 4-0.

IV. INFORMATIONAL ITEMS

Ms. Murphy reminded all members of the Commission that Form 700 must be completed by each and submitted to the City Clerk's Office by April 1, 2014.

V. REPORTS OF COMMISSIONERS - None

VI. ORAL COMMUNICATIONS - None

VII. ADJOURNMENT

MOTION by Commissioner Doyle, seconded by Commissioner Bouza, to **ADJOURN the meeting at 7:16 p.m., until the next regularly scheduled meeting of the Civil Service Commission at 7:00 p.m. on Monday, May 12, 2014.**

MOTION carried, 4-0.

CITY OF SANTA CLARA, CALIFORNIA
EQUIPMENT OPERATOR
(470)

EDUCATION AND EXPERIENCE

Minimum Requirements:

- Graduation from high school or possession of a GED; and
- Two (2) years of varied construction or maintenance experience, including at least one hundred (100) hours as an operator of heavy equipment such as graders, loaders, backhoes, large tractors, or related heavy power-driven equipment

LICENSE

- Possession of a valid California Class B Commercial driver's license with applicable endorsements is required at time of appointment and for duration of employment
- A valid Class A Commercial driver's license with applicable endorsements is required within six (6) months of appointment for designated assignments.

CERTIFICATES

For positions assigned to the Water and Sewer Utilities Department, possession of the following certificates is required at time of application and for the duration of appointment:

- A valid Water Distribution System Operator Certificate (Grade D-2 or above) issued by the California Department of Health Services; and
- A valid Collection System Maintenance Certificate (Grade 1 or above) issued by the California Water Environment Association

DISTINGUISHING CHARACTERISTICS

The Equipment Operator is responsible for operating heavy equipment in a safe and efficient manner. This classification is found in the Public Works Department, Street Division and the Water & Sewer Utilities Department. The types of equipment operated will depend on assigned area. When not operating the specified equipment, the incumbent may perform duties of a maintenance worker assigned to the work crew.

TYPICAL DUTIES

Duties include, but are not limited to the following under general supervision:

- Performs skilled work in the maintenance, construction, and operation of streets, water, recycled water, and/or sewer services, using medium and heavy power-driven equipment as a major assignment
- Operates, maintains, and makes minor field repairs to equipment including, but not limited to, graders, rollers, cranes, loaders, backhoes, tractors, hole digger trucks, trucks with cranes, dump trucks, and bulldozers
- Conducts safety pre-trip inspections of equipment prior to operation
- Operates a variety of hand, pneumatic, and power tools
- Cuts and clears ditches

EQUIPMENT OPERATOR continued)

- Operates crane to lift and move pipes, poles, and other construction materials
- Performs incidental construction and maintenance work and manual labor as necessary
- Performs a variety of semi-skilled tasks related to the construction, maintenance, and repair of public property
- Assists in the work of a street or utility crew when not operating equipment
- Participates in training related to safety, confined space, and operation of equipment
- May assist in the training of personnel as assigned
- Performs other related duties as assigned

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- The operation and maintenance of a wide variety of equipment including, but not limited to, graders, bulldozers, tractors, cranes, power hole diggers, backhoe, and rollers
- The methods, practices, equipment, and material used in public works or utility construction and maintenance
- Safety practices and operation procedures of heavy equipment
- Confined space safety practices

Ability to:

- Follow oral and written instructions
- Communicate clearly, concisely, and effectively, both orally and in writing
- Deal tactfully and courteously with others
- Establish and maintain effective working relationships with those contacted in the course of work, including the general public
- Work in a team-based environment as part of a work crew and achieve common goals
- Observe safety rules and work in a safe manner
- Operate a wide variety of equipment including, but not limited to, graders, bulldozers, tractors, cranes, power hole diggers, backhoe, and rollers
- Perform heavy manual labor
- Regularly lift and/or move up to 55 pounds and occasionally lift and/or move up to 90 pounds
- Bend, stoop, reach, carry, crawl, climb and lift as necessary to perform assigned duties

SUPERVISION RECEIVED

Works under the general supervision of a Street Maintenance Foreman/Forewoman, Utility Crew Supervisor or other supervisor as assigned.

SUPERVISION EXERCISED

May act as a Utility Crew Supervisor, Street Maintenance Worker IV, or lead the work of a small street or utility crew. May assist in the training of personnel as assigned.

OTHER REQUIREMENTS

- May be required to work unusual hours in the performance of duties and emergency situations and be available on an "on-call" basis
- May be subject to drug and/or alcohol testing as mandated by federal regulations
- Must be able to perform all of the essential functions of the job classification

Meeting Date: 4/8/14

AGENDA REPORT

Agenda Item # 12A

City of Santa Clara, California



Date: April 1, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Authorize the City Manager to Execute a Professional Services Agreement to Prepare a Housing & General Plan Land Use Update, Authorize the Transfer of Funds From the Building Inspection Reserve Account, and Appoint a Land Use Steering Committee.

EXECUTIVE SUMMARY:

The City Planning Division is seeking consultant support to begin the preparation of an update to the Housing and General Plan Land Use Elements for the 2015-2022 planning period. This project will review the existing Housing and Land Use Elements and revise them to reflect current conditions, any new emphasis in City policies, and methods available to meet the housing requirements mandated by the State of California Department of Housing and Community Development (HCD). Emphasis will be placed on developing a clear, concise, and legally-defensible Housing Element that meets the varied housing needs of the community. The project is not designed to be a comprehensive change to the General Plan; instead it is expected that it will advance a generally consistent vision of the 2010-35 General Plan through the adoption of ongoing or amended housing and land use policies for the 2015-2025 phase of the plan.

The proposed agreement with consultants Environmental Science Associates (ESA) will help the City prepare this document, with adoption currently scheduled for January 2015, at a cost not to exceed \$128,663. ESA was selected after a formal Request for Proposals (RFP) process was conducted. The RFP was made available from December 20, 2013 through January 31, 2014 on the City's RFP website. The RFP was also direct mailed to six consultants who expressed interest in the project.

Staff is proposing to prepare an initial draft of key policies and technical data that will be vetted with the assistance of a steering committee appointed by the Council. Given the technical nature of anticipated changes, the initial work will be developed with a Committee comprised of four members, including two Councilmembers and two Planning Commissioners. The Committee will provide ongoing feedback to staff and the consultant in refining and updating the Land Use Element and Housing Element policies to reflect the City's growth and vision. Once a draft is prepared, it will be presented to Council in study session form for public input and comment prior to any amended and finalized versions slated for adoption in January 2015. Once formed, the Committee and staff will set a meeting schedule to conduct the work and prepare the update for public input, Planning Commission and Council review.

The Housing Element Update is budgeted for \$95,000. In order to accommodate the anticipated tasks and public review process, the project budget will need appropriations in the amount of \$34,000 from the Building Inspection Reserve (063-44465). If an increase above this current estimate is necessary, it could require an additional Building Inspection Reserve transfer at a later date. Authorization to transfer funds from the Building Inspection Reserve s account to the Planning Division contractual accounts is requested.

City Manager for Council Action

Subject: Authorize the City Manager to Execute a Professional Services Agreement to Prepare a Housing & General Plan Land Use Update, Authorize the Transfer of Funds From the Building Inspection Reserve Account, and Appoint a Land Use Steering Committee.

April 1, 2014

Page 2

ADVANTAGES AND DISADVANTAGES OF ISSUE:

ESA has significant expertise in updating Housing and Land Use Elements. ESA has been active in working with communities statewide to develop effective strategies for addressing their housing needs, while meeting the minimum standards mandated by HCD. Under the direction of staff, ESA will facilitate the preparation of a state-certified Housing Element.

ECONOMIC/FISCAL IMPACT:

The total amount of this agreement is \$128,663. Appropriations for this amount are available in the Planning Contractual Services Fund (539-5523-80100-6535) upon transfer of additional funding from the Building Inspection Reserve s account (063-44465). There is no impact to the City's General Fund.

RECOMMENDATION:

That the Council:

- 1) Approve appropriations of \$34,000 to the Housing Element Update 2014 Project (539-5532-80100-6535) funded by a transfer from the Building Inspection Reserve (063-44465);
- 2) Approve and authorize the City Manager to execute a Professional Services Agreement with ESA to prepare a Housing & General Plan Land Use update at a cost not to exceed \$128,663; and
- 3) Appoint a Land Use Steering Committee for the Housing & General Plan Land Use Update 2015.

Kevin L. Riley
Director of Planning and Inspection

Certified as to Availability of Funds:

539-5523-8XXXX-6535	\$95,000.00
063-44465	\$34,000.00

OK get

APPROVED:

Julio J. Fuentes
City Manager

Gary Ameling
Director of Finance/Assistant City Manager

Documents Related to this Report:
1) *Professional Services Agreement with ESA*

FIVE COUNCIL VOTES

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ENVIRONMENTAL SCIENCE ASSOCIATES**

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2014, ("Effective Date") by and between Environmental Science Associates, a California corporation, with its principal place of business located at 550 Kearny Street, Suite 800, San Francisco, California ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2015.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Planning Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-9857

And to Contractor addressed as follows:

Name: ESA
Address: 550 Kearny Street, Suite 800
San Francisco, CA 94108
or by facsimile at (415) 896-0332

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day

(eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

34. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

ENVIRONMENTAL SCIENCE ASSOCIATES
A CALIFORNIA CORPORATION

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Dan Dameron

Title: Project Director

Local Address: 550 Kearny Street, Suite 800

San Francisco, CA 94108

Email Address: ddameron@esassoc.com

Telephone: (415) 896-5900

Fax: (415) 896-0332

“CONTRACTOR”

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**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ENVIRONMENTAL SCIENCE ASSOCIATES**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal set forth below.

Task 1: Project Initiation

Task 1.1 Attend Kick-off Meeting

At the outset of the process, the project team will hold a kick-off meeting in order to:

- Discuss the City's objectives for the work program;
- Review the project schedule to confirm pertinent steps, milestones, and protocols for communications with City Staff, regular management/progress meetings/calls, Staff working sessions, and review of work products;
- Review the scope of work to assure a common understanding of project deliverables, methodologies, expected outcomes, and responsibilities;
- Define logistics for the City Staff meetings, community workshops, Land Use Steering Committee meetings, coordination with outside agencies and groups, and other outreach activities;
- Obtain relevant plans, ordinances, and studies;
- Identify the major issues to be addressed in the Housing Element and Land Use Element updates;
- Begin discussing areas of the City where land uses or policies may change;
- Discuss the status of existing housing programs, funding mechanisms, and any existing applications for affordable housing within the City;
- Review the sites in the 2009-2014 Housing Element and discuss the development potential of identified sites;
- Discuss and review HCD's review process to complete the Housing Element update;
- Identify issues that might require early input from HCD and develop strategies to approach HCD;
- Clearly outline the document and data needs and identify key Staff members responsible for collecting specific information; and
- Compile a listing of project contacts and responsibilities.

Task 1.2 Data Collection

The ESA Team will receive pertinent data, studies and plans from City Staff such as the Climate Action Plan, recent specific plans, and other data that will be necessary and relevant to inform the Housing Element and Land Use Element updates. It is anticipated that the City can either directly provide reports or identify appropriate resources and contacts for where this information can be obtained. The ESA Team will review existing and planned conditions. As part of this effort, the ESA Team will identify any potential data gaps and work with the City to address those gaps.

As requested by the City, ESA will establish a web-based folder for all project materials and will ensure accessibility throughout the work program.

Meetings: One (1) Kick off meeting with City Staff.

Deliverables: Meeting agenda; project schedule; kick off meeting summary notes; and data needs list.

Task 2: Housing Element Update

Task 2.1 Evaluate the 2009-2014 Housing Element

The ESA team will evaluate the effectiveness and appropriateness of the housing programs contained in the 2009-2014 Housing Element and any constraints toward implementation. The ESA Team will:

- Compare identified goals from the adopted Housing Element to actual accomplishments during the planning period;
- Evaluate the existing Housing Element's compliance with applicable statutes and current State housing laws and identify any omissions or deficiencies; and
- Include a discussion of the effectiveness of the City's housing programs and policies.

HCD Streamlined Review Process

In December 2013, HCD released the final guideline for the Streamlined Review process. Jurisdictions meeting the following may be eligible to take advantage of this process:

- Housing Element for fourth review cycle is deemed in compliance with State law by HCD; and
- The jurisdiction has fulfilled commitments of key implementation programs, including:
 - a. Rezoning required to meet adequate sites for RHNA;
 - b. Zoning revisions to address SB 2 (Housing for the Homeless);
 - c. Zoning revisions to address reasonable accommodation procedures; and
 - d. Adopted a density bonus ordinance in compliance with State law.

The Streamlined Review process applies only to specific sections of the Housing Element (Needs Assessments, Constraints Analysis, and Sites Inventory). The ESA team has successfully utilized the Streamlined Review process for more than 30 jurisdictions in the SCAG region.

Eligibility for Streamlined Review

As part of our initial review, we will provide an assessment of the City's eligibility for Streamlined Review.

- **Adequate Sites:** A critical factor is whether the City has provided adequate sites to accommodate its previous RHNA allocation. We understand that the 2009-2014 Housing Element includes an action to rezone appropriate acreage to accommodate at least 1,000 units at densities consistent with the General Plan (Action B-6.1). However, this rezoning has yet to be completed. To pursue Streamlined Review, the Housing Element will need to demonstrate that based on housing units produced, under construction, and approved, the City is able to meet its RHNA without the rezoning. As outlined under Task 2.4, we will complete an AB 1233 Analysis to assess if the City would incur any penalty under State law.
- **SB 2 Compliance:** To qualify for streamlined review, the City must also demonstrate compliance with SB 2 (emergency shelters, transitional housing, and supportive housing). We will discuss with the City the current status and best strategy if Streamlined Review is desired. Please also refer to Task 2.3 for discussions on options available and consequences.

Task 2.2 Assess Current and Projected Housing Needs

The ESA team will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's new Completeness Review Checklist. The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) and meet SB 375 requirements:

- **Demographics, Income, and Employment Trends:** This section will also include an accompanying analysis of the existing and projected share of regional housing needs for all income levels.
- **Household Characteristics:** This section will also discuss housing cost, affordability and market conditions (including overcrowding and overpayment).
- **Housing Stock Characteristics:** This section will include an analysis of the condition of the existing housing stock as well as existing assisted housing developments which are eligible to change from low income housing uses during the next ten years (i.e. at-risk housing). This analysis will cover housing units deed-restricted as low income housing as a result of public assistance and density bonus requirements. Recently, HCD has expressed a specific concern over the expiration of affordable units created through density bonus incentives.
- **Analysis of Special Housing Needs:** Special housing needs of seniors, large households, female-headed households, persons with disabilities (including persons with developmental disabilities per SB 812), the homeless, farmworkers, and extremely low income households.

Data Sources

We understand ABAG has a data package available for Housing Element updates that is "pre-approved" by HCD. To the extent feasible, we will utilize data contained in the package to further streamline HCD review. However, based on our experience with similar data offered by SCAG, additional sources should be consulted to complete a needs assessment meeting Housing Element requirements. These may include:

- HUD's Comprehensive Housing Affordability Strategy (CHAS)
- Home Mortgage Disclosure Act (HMDA) data
- Current real estate sales prices and rental listings
- Employment data from the State Department of Employment Development
- Information on residential care facilities from the State Department of Social Services

- Demographic and housing need data on persons with developmental disabilities from the State Department of Developmental Services

Task 2.3 Assess Housing Constraints

The ESA team will identify potential governmental and non-governmental constraints to housing production. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in the Town. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. Specifically, we will assess the City's code requirements, permitting fees and processes, and existing design and development standards from the Zoning Code. The ESA team will recommend housing programs to remove or mitigate identified constraints where appropriate, legally possible, and in accordance with State law and HCD best practices.

Entering into the 5th Housing Element review process, we believe that HCD will focus in on the following commitments identified in the 2009-2014 Housing Element:

- Establish minimum density requirements for residential zones, consistent with the General Plan (Action B-2.1)
- Amend Zoning Code to permit residential density by right (Action B-2.1)
- Amend Zoning Code to address SB 2 requirements (Action C-3.2 and Action C-3.4)
- Rezone adequate acreage for approximately 1,000 units (Action B-6.1)

As discussed earlier in Task 2.1, the City's eligibility for Streamlined Review would be contingent upon meeting these requirements. While the City may be able to demonstrate adequate sites without rezoning efforts, the text amendments to address SB 2 requirements are a "Must" to qualify. Our scope includes an optional task, Task 2.11, through which ESA would prepare the key zoning code amendments necessary to qualify the City for the streamlined review and ensure a certified Housing Element. Based on our initial assessment of the 2009 Housing Element and our understanding that a comprehensive Zoning Code update will be initiated concurrent with this effort, ESA will assist the City to determine which approach is most appropriate to achieve certification of the 5th cycle Housing Element:

- **Streamlined HCD Review Option:** Process the Zoning text amendments to address SB 2 concurrent with the Housing Element update. When submitting the Draft Housing Element for HCD review, HCD would typically qualify a jurisdiction for Streamlined Review if the proposed amendments have already gone through at least the Planning Commission review, with some assurance that the amendments would be approved by the City Council shortly after.
- **Standard HCD Review Option:** If the City determines that the SB 2 amendments may be too controversial to be able to complete within the tight timeframe (prior to submitting the Draft Housing Element to HCD), then the ESA team can assist the City to prepare sufficient language demonstrating how the Zoning text would or could be amended. In this case, however, the Housing Element would not be deemed in full compliance with State law until the amendments can be made.

Task 2.4 Assess Housing Resources and Opportunities

According to the Regional Housing Needs Allocation (RHNA) prepared by the Association of Bay Area Governments (ABAG), the City of Santa Clara has been assigned a housing production goal of 4,093 units: 1,050 very low income units, 695 low income units, 755 moderate income units, and 1,593 above moderate income units. The RHNA covers a planning period of January 1, 2014 through December 31, 2022. Housing units constructed and approved in 2014 can be credited toward the RHNA.

In compiling a residential sites inventory, we will begin with the inventory identified in the 2009-2014 Housing Element and using data provided by City Staff will work to update the inventory. Additional potential provided through new specific plans/master plans and approved/proposed development will be incorporated. As part of the effort, the ESA team will include additional analysis to demonstrate the adequacy of the City's land use approach with guidance from City Staff. These strategies may include presenting average development density yielded in each zone and average density of affordable housing in the City or region. As the land inventory is required for all Housing Element updates and HCD has become stricter in its review of site feasibility, we suggest that the inventory include all of the following:

- A listing of properties by parcel number or other unique reference;
- The size of each property listed and the general plan designation and zoning of each property;
- For non-vacant and underutilized sites, a detailed description of the existing use on each property including age and condition of buildings including pictures of the structures and a description of the likelihood of redeveloping existing uses;
- A general description of existing or planned water, sewer, and other dry utilities supply, including the availability and access to distribution facilities;
- Sites identified as a available for housing for above-moderate income households in areas not served by public sewer systems; and
- A map that shows the location of the sites included in the inventory (in GIS format).

In addition, the ESA team will perform an AB 1233 analysis required to qualify the City of Santa Clara for Streamlined Review. AB 1233 applies to Housing Elements due on or after January 1, 2006 and states that "if a jurisdiction fails to provide adequate sites in the prior planning period, the jurisdiction must rezone or upzone adequate sites to accommodate the shortfall within one year of the new cycle. This requirement is in addition to rezoning or upzoning that may be needed to address the RHNA for the new cycle. We will follow the HCD AB 1233 Technical Memo to dismiss or reduce, to the maximum extent feasible, any penalty under AB 1233. Given that the City currently uses the Planned Development Zoning as its primary implementation tool to approve development projects, we will assess what constraints HCD might perceive and how to best proceed in light of other planning efforts underway.

In addition to the land inventory prepared by ESA, VTA will summarize the City's financial and administrative resources available in the delivery of affordable housing programs, including Housing Trust Funds, "boomerang" funds, or if any, funding returned to the Successor Agency as authorized by AB 1484.

To complete the Housing Resources analysis, the Housing Element will also review of opportunities for energy conservation and green building initiatives, pursuant to the Global Warming Solutions Act (AB 32),

Task 2.5 Update Housing Plan

Based on the assessment of housing needs, constraints, and resources, as well as past accomplishments, the Housing Plan will be comprehensively revised. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

Specifically, we will update the Housing Plan to reflect the loss of redevelopment funds and its impact on the City's overall affordable housing strategy. The housing programs will also include sufficient details regarding the approach toward emergency shelters, transitional housing, and supportive housing, should those are not being addressed concurrently with the Housing Element update.

Task 2.6 Administrative Draft Housing Element

ESA will prepare and submit an Administrative Draft Housing Element for City Staff review and comment. ESA anticipates one (1) review cycle, with a maximum of two weeks for Staff to review the Administrative Draft Housing Element to meet the HCD submittal deadline of December 31, 2014. Once City Staff has reviewed and commented on the Administrative Draft, ESA will modify it as directed. An allowance has been made for minor revisions that may be identified during City Staff review of the revised Administrative Draft Housing Element.

Deliverables: One (1) electronic copy (Microsoft Word) and one (1) Adobe Portable Document Format on CD of the Administrative Draft Housing Element with technical appendices.

Task 2.7 Public Review Draft Housing Element

As outlined in Task 2.10, following the Planning Commission study session and public review period, ESA will incorporate Staff comments from the Administrative Draft Housing Element review and input from stakeholders, the public, and Planning Commission into the Public Review Draft Housing Element. As requested, ESA will summarize the workshop and all comments received during the public review period. Based on the input received ESA will work with City Staff to prepare a comprehensive list of all changes as well as a redlined version of the Public Review Draft to be presented to the Environmental Planning Commission and City Council.

Deliverables: Fifteen (15) hard copies; one (1) reproducible original copy; one (1) electronic copy (Microsoft Word) and one (1) Adobe Portable Document Format on CD of the Public Review Draft Housing Element and any technical appendices.

Summary notes and comprehensive list of all recommended changes to the Public Review Draft. One (1) redlined hard copy, one (1) electronic copy (Microsoft Word) and one (1) Adobe Portable Document Format on CD to Staff.

Task 2.8 HCD Draft Housing Element Review

The Housing Element is required to be reviewed by the State Department of Housing and Community (HCD) for compliance with State law. HCD review of the Housing Element occurs at two stages:

- **Review of the Draft Housing Element to identify potential concerns:** During this review, HCD will issue a comment letter on the City's Draft Housing Element. Each round of review is 60 days.
- **Review of the Final Adopted Housing Element to ensure HCD concerns on the Draft are addressed:** During this review, HCD will verify that its comments on the Draft Housing Element have been adequately addressed and fully adopted in the Housing Element. One round of review is required, with the review period being 90 days.

We recommend revising the Draft Element to respond to HCD comments and securing a "Finding of Substantial Compliance" from HCD on the Draft Element before proceeding to adoption. This approach avoids taking a Housing Element to adoption without assurance of "certification" by HCD.

The ESA team will serve as the City's representative and liaison to HCD during the review of the Draft Housing Element. We will be the primary contact for HCD and communicate with HCD Staff as necessary to answer any questions about the document and resolve any issues. The ESA team will be responsible for all of the following:

- Pre-submittal consultation with HCD Staff
- Submittal of Public Review Draft Housing Element to HCD

- Completion and submittal of Implementation Review worksheet and Completeness Checklist process
- Meetings and/or coordinate conference calls with HCD and City Staff to discuss comments
- Preparation of changes to the Public Review Draft Housing Element required for HCD certification
- Consultation with HCD Staff regarding changes requested by the City Council
- Submission of Final Housing Element to HCD for review and certification

Deliverables: HCD submittal package to include HCD submittal memo, One (1) redlined and one (1) clean hard copy of the Draft Housing Element; One (1) HCD Implementation Review Checklist; One (1) HCD Completeness Checklist; One (1) HCD Streamlined Review Checklist (if applicable).

Task 2.9 Final Draft Housing Element

ESA will prepare a Final Draft Housing Element, including any revisions to the Draft required by HCD, responsible agencies, and City Staff, for adoption by the Planning Commission and City Council. ESA will work closely with Staff to ensure that the City meets all HCD requirements.

Deliverables: Fifteen (15) hard copies; one (1) reproducible original copy; one (1) electronic copy (Microsoft Word) and one (1) Adobe Portable Document Format on CD of the Final Draft Housing Element for distribution to the Planning Commission.

Fifteen (15) hard copies; one (1) reproducible original copy; one (1) electronic copy (Microsoft Word) and one (1) Adobe Portable Document Format on CD of the Final Draft Housing Element for distribution to the City Council.

Task 2.10 Public Participation Program

Housing Element law requires that the City demonstrate outreach efforts in developing the draft Housing Element. HCD interpretation of this requirement is that special efforts are needed to outreach to lower and moderate income households and persons with special needs. We have substantial experience conducting community outreach for a variety of housing programs.

ESA has a substantial amount of experience designing, managing and leading successful public outreach programs through our work on Housing Elements, General Plans, and other major planning projects. We structure these types of projects as collaborative efforts between the City, committees, decision makers, and the community. We have experience with a broad range of outreach programs including stakeholder interviews, surveys, steering and advisory committee meetings, focus groups, community workshops and charrettes, virtual town halls, decision maker workshops, and other tools. The form and extent of each program is structured to meet the needs and resources of the City, as well as the nature and history of participation of the community. Each community is a little different, and the outreach program needs to recognize and respect that.

The outreach approach outlined is intended to obtain meaningful input from the community and stakeholders and meet Housing Element requirements within the timeline and budget limitations. During the development of the Housing Element, we propose conducting the following:

- **Housing Roundtable (2 meetings)** – We will convene a roundtable twice in the process:
 - To solicit initial comments on needs, constraints, and opportunities at the outset of the work program.

- Upon completion of the Draft Housing Element to obtain comments on the proposed goals, policies, and programs.

We will consult with Staff and compile an outreach list consisting agencies and organizations that are involved in the housing delivery system and community stakeholders. The outreach list will be used for all public meetings for the Housing Element update. A focus group of housing providers, developers, supportive service providers, and community stakeholders will be selected to participate in the roundtable discussions.

- **LU Steering Committee (2)** – We will attend two meetings to discuss the relationship between the Housing Element and Land Use Element updates, and identify any potential strategies to address the adequate sites requirements.
- **Planning Commission Study Session (1)** – Prior to submittal of the Draft Housing Element to HCD for review, we recommend presenting the Draft Element before the Planning Commission. This meeting is intended to brief the Planning Commission key changes compared to the 2009-2014 Housing Element and obtain comments on the Draft Element.

One of the outreach meetings could be combined with, or replaced by, a City Council Study Session, if directed by City staff.

For each meeting, ESA, in consultation with City staff, will identify the objectives and desired outcomes. Based upon that, we will design the meetings and prepare agenda's, meeting materials, exercises, and other activities as appropriate to best achieve the desired outcomes. ESA will lead the meetings, and will prepare summary notes and follow-up actions. In addition, we will generate materials to help get the word out for each meeting, including information that can be posted on the City's website, press releases, and 1-page handouts/flyers that can be distributed. We have assumed that the City will schedule each meeting, secure the location, and distribute any meeting notification materials. We can adjust this approach based upon the City's desires and available resources. As part of the Kick-off Meeting (Task 1.1), we have proposed to work with the City to define the specific logistics for the public outreach program.

Additional public meetings to adopt the "pre-certified" Housing Element are presented in Task 5.1.

Meetings: Two (2) Housing Roundtable meetings; two (2) Land Use Steering Committee meetings; one (1) Planning Commission Study Session. One of these meetings could be combined with, or replaced by, one (1) City Council Study Session.

Task 2.11 Zoning Code Amendments to Implement the 2009-2014 Housing Element (OPTIONAL)

For the 5th RHNA planning period HCD has placed an emphasis on the implementation of key zoning code amendments that are triggered by the Housing Element update. The implementation of these amendments are necessary to qualify for the streamlined review process, avoid a potential AB 1233 carryover of units, and ultimately to receive certification of the City's 5th cycle Housing Element. As mentioned previously under Task 2.1, in particular, HCD has zeroed in on compliance with SB2, zoning for emergency housing, and AB 2348, which requires the City to identify adequate sites at densities appropriate to accommodate all allocated RHNA units, by right. In addition to these, HCD is also verifying the implementation of several other housing-related zoning mechanisms including:

- Reasonable Accommodation Ordinance
- Update Second Unit Ordinance
- Update Density Bonus Ordinance

We understand that the City is in the process of selecting a consultant to prepare a comprehensive zone code update; however completing the HCD required amendments ahead of the comprehensive update schedule would allow the City to potentially utilize the HCD streamlined update process and would ensure certification by the State. ESA has extensive experience preparing zoning code amendments to be

considered concurrent with Housing Element adoption, and is available to assist the City with all of the above amendments if desired by Staff.

Task 3: Land Use Element Update

Task 3.1 Review Land Use Element

ESA will review the Land Use Element of the 2010-2035 General Plan in coordination with the Housing Element Update, and generally evaluate the existing Plan based on compliance with current planning law, use of best practices, and other relevant information. This will include, but is not limited to:

- Compliance with various legislative changes since the adoption of the City's General Plan, some of which are triggered by the update of the City's last Housing Element. Legislative changes to be addressed include SB 244 (unincorporated disadvantaged communities) and AB 162 (annual review of flood hazard data).
- Progress in addressing climate change legislation (AB32 and SB 375), evolving issues such as climate adaptation, and the integration of the City's Climate Action Plan.
- The type and amount of growth that has occurred in the City and how that compares to the assumptions in the 2010-2035 General Plan and ongoing regional planning efforts.
- Integration of the City's recent planning efforts such as the plans adjacent to and surrounding the Levi's Stadium, and the numerous housing and office developments approved throughout Santa Clara.
- Consideration of regional planning efforts including Plan Bay Area (currently being challenged).
- Other specific issues that could influence the General Plan including recently approved and ongoing major projects, and other activities.

It is our understanding that the Land Use Element is comprised of Sections 5.1 Prerequisites to 5.5 Neighborhood Compatibility of Chapter 5 Goals and Policies and Appendix 8.6 of the 2010-2035 General Plan and the focus of the revisions will be on these sections.

Task 3.2 Attend Working Session with City Staff

The ESA Team will prepare for and attend one working session with Planning Division Staff to review the existing Land Use Element and generally discuss Staff's perspectives on what is working and not working based upon Staff's experiences implementing the Plan. In addition, we will discuss what changes need to be made as a result of recent planning efforts in the City and the region, as well as any corrections identified by Staff. We will evaluate the Element to determine if revisions need to be made based on recent legislative changes, best practice, and other relevant information and share the initial findings of our review completed in Tasks 3.1. We will also review each implementing program and discuss the progress of implementation, if there are factors preventing implementation, and defining criteria to judge success or progress of the programs to determine if the City is generally achieving the type and quality of development and revitalization envisioned by the General Plan. It is recognized that much of the Land Use Element is working well and only minor focused revisions are anticipated related to the planning documents the City is currently updating or has recently adopted, and to reflect changes that have occurred since the General Plan was adopted. This will include Staff's input on issues and challenges that have arisen, overall effectiveness in achieving identified vision, and topics that currently may not be addressed.

Task 3.3 Attend Working Session with Steering Committee

The ESA Team will prepare for and attend two working sessions with the Land Use Steering Committee to determine the changes they would like to see in the Land Use Element. The ESA Team will review the Element with the Steering Committee to determine potential issues, revisions, and updates to, existing goals, policies and implementing programs. This working session with the Steering Committee should occur after the working session on the Housing Element (discussed under Task 2.10). This will allow the discussion on the City's Land Use Element to be informed by the potential changes discussed for the Housing Element.

For each working session, ESA, in consultation with City staff, will identify the objectives and desired outcomes. Based upon that, we will design the meetings and prepare agenda's and meeting materials, as appropriate, to best achieve the desired outcomes. ESA will lead the meetings, and will prepare summary notes and follow-up actions. If these working sessions are open to the public, we will generate materials to help get the word out for each meeting, including information that can be posted on the City's website, press releases, and 1-page handouts/flyers that can be distributed. We have assumed that the City will schedule each meeting, secure the location, and distribute any meeting notification materials. We can adjust this approach based upon the City's desires and available resources. As part of the Kick-off Meeting (Task 1.1), we have proposed to work with the City to define the specific logistics for the public outreach program.

Task 3.4 Prepare Administrative Draft Documents

Task 3.4.1 Report on Status and Progress of Implementing Programs

Based on the Working Sessions with the City Staff and the Steering Committee, the ESA Team will prepare a memorandum that reports on the status and progress of each implementing program. The memorandum will explore any relevant factors that are preventing implementation and propose potential solutions. We will also establish evaluation criteria that can be used to judge success or progress of the implementing programs. Successful implementation or progress towards it will help determine if the goals and the vision of the Land Use Element, and ultimately, the General Plan, are being achieved.

Task 3.4.2 Report on Status and Progress of Growth

The ESA Team will review and report on the type, amount and general nature of growth that has occurred in the City and how that compares to the assumptions in the City's 2010-2035 General Plan and ongoing regional efforts. Data related to the amount of growth that has occurred since 2010 will be provided by the City. The ESA Team will analyze this information for purposes of, 1) potentially revising the General Plan Land Use Assumptions (Appendix 8.6 of the 2010-2035 General Plan); and 2) to determine if the General Plan is achieving the type and nature of growth envisioned which could inform refinements to policies in the Land Use Element. We will document our findings in a memorandum.

Task 3.4.3 Revise Land Use Element

Based on the above two memorandums reporting on the status and progress of the implementing programs and growth, information generated through the Housing Element update, as well as input received from City Staff and the Land Use Steering Committee, the ESA Team will revise the Land Use Element, including the Land Use Diagram, to:

- Reflect policy and land use changes identified in the 2015 Housing Element;
- Include revisions identified by the Land Use Steering Committee;

- Incorporate the adopted Climate Action Plan goals and strategies, where appropriate;
- Be consistent with recent regional planning efforts such as Plan Bay Area and other recent planning efforts within the City;
- Reflect legislative or legal updates since adoption of the 2010-2035 General Plan;
- Include changes by City Staff that can consist of corrections and amendments to the Land Use Map and related data; and
- Eliminate obsolete and/or outdated information.
- Incorporate other appropriate revisions to ensure that the Land Use Element is achieving its desired vision and meeting the needs of the City

Proposed changes to the City's adopted Land Use Element will be shown in "underline/strikeout" format. The ESA Team will also modify the GIS files and produce revised Land Use Diagrams for Phases 1-3. This scope of work assumes that the format and structure of the Land Use Element and Diagrams will remain the same, and limited supporting graphics will be necessary to accompany the revised goals and policies. It is also assumed that the revisions to the Land Use Element will not result in an increase in the development potential identified in the City's 2010 General Plan. Changes to the Housing Element are also assumed to be within the development potential accounted for in the City's General Plan. As such, this scope of work does not include traffic modeling or analysis of traffic capacity.

Task 3.5: Review Administrative Documents with City Staff and Land Use Steering Committee

The ESA Team will review the Administrative Draft documents with the City Staff and the Land Use Steering Committee at two separate working sessions. These documents include the two draft memorandums reporting on the status and progress of the implementing programs and growth, and the revised Land Use Element and Land Use Diagram. It is anticipated that these working sessions will occur after the Administrative Draft Housing Element Update is largely completed such that the relevant changes can be discussed.

The ESA Team will design the meeting and prepare agenda and meeting materials, as appropriate, to best achieve the desired outcomes. ESA will lead the meeting, and will prepare summary notes and follow-up actions. If the working session is open to the public, we will generate materials to help get the word out for the meeting, including information that can be posted on the City's website, press releases, and 1-page handouts/flyers that can be distributed. We have assumed that the City will schedule each meeting, secure the location, and distribute any meeting notification materials.

Task 3.6: Prepare Public Review Documents

The ESA Team will revise the Administrative Draft documents and prepare the Public Review Draft documents of the Land Use Element, and the two memorandums reporting on the status and progress of the implementing programs and growth based on the changes recommended by City Staff and the Land Use Steering Committee. The Public Review Draft Land Use Element and two memorandums will be available for public review at the same time as when the Housing Element is submitted to HCD (under Task 2.8).

Meetings: Two (2) working sessions with Planning Division Staff; Three (3) working sessions with Land Use Steering Committee.

Deliverables: One (1) electronic copy (Microsoft Word and Adobe formats) of all Administrative Draft Land Use Element and Memorandums via email; and fifteen (15) hard copies, one (1) reproducible copy, and one (1) pdf file of the Public Review Draft Documents.

Task 4: Environmental Review

Task 4.1 - Addendum to the 2011 General Plan EIR

Based on our understanding of the proposed Housing Element and Land Use Element update, and relevant new information and changes in circumstances since certification of the 2011 General Plan EIR, ESA anticipates that the project would remain consistent with the impact determination of 2011 General Plan EIR ("no significant impacts" or "less than significant impacts") for all issues with exceptions of six resources, as identified in the 2011 General Plan EIR.

Based on the same considerations stated above, ESA also anticipates that the Housing Element and Land Use Element update would result in "significant, but mitigable to less than significant impacts" to Air Quality and Biological Resources as identified in the 2011 General Plan EIR. Significant and unavoidable impact related to Transportation, Noise, Climate Change, and Utilities, would be reevaluated for relevance related to the changes in the project, as described under CEQA, although the Climate Change impacted has been mitigated by the adoption of the City's Climate Action Plan. These are the issues that would likely be carried forward for further discussion in the CEQA process. However, all final determinations of impact significance will ultimately be based on the analyses conducted as part of the environmental documentation.

Our assumption is that an Addendum to the 2011 General Plan EIR will be the correct document to prepared consistent with CEQA Guidelines Section 15168, designed to meet the requirements of CEQA and to streamline future development projects that are consistent with the General Plan. The ESA Team will prepare an administrative version of the Initial Study for City Staff review, and at that juncture, recommend the appropriate CEQA documentation. For the purpose of this scope of work, it is anticipated that the Addendum will be the appropriate document and that it will address all the areas of concern in detail. However, if during the process the City feels that the additional 30-day review period, would fulfill other needs, a Negative Declaration or Mitigated Negative Declaration could be prepared. It should be noted, that an Addendum is not subject to the 'fair-argument' challenge that a Negative Declaration or Mitigated Negative Declaration would be, thus making it the more legally protective course.

ESA will evaluate the General Plan Review and Housing Element with respect to all resources areas pursuant to the CEQA guidelines. In general, we anticipate that most environmental effects will be comparable to those described in the 2011 General Plan EIR, although specific currently regulatory guidelines and an updated baseline could result in different effects. As stated above, all final determinations of impact significance will be based on the analyses conducted as part of this analysis.

4.2 Revisions and Document Publication

ESA will prepare an Administrative Draft Initial Study and Addendum and anticipates two (2) rounds of review, as follows. Following review of the Administrative Draft by City Staff, ESA will incorporate those revisions and prepare a Screencheck Draft Initial Study and Addendum. Following review of the Screencheck by the City Staff, ESA will incorporate those revisions and prepare a final draft of the Addendum.

4.3 Mitigation Monitoring and Reporting Program

ESA will prepare a Mitigation Monitoring and Reporting Program (MMRP) in compliance with Public Resources Code Section 21081.6, CEQA Guidelines Section 15097 for inclusion as an appendix to the EIR Addendum. Any mitigation measures identified in the Initial Study that would be carried forward from

previous environmental documents would be presented in the MMRP. The MMRP will be a matrix and describe the required mitigation and the responsible parties, tasks, and schedule for monitoring mitigation compliance, including a distinction of applicable phase, if necessary.

Meetings: ESA will meet and consult with tribes that request consultation.

Deliverables: One (1) electronic copy (Microsoft Word and Adobe formats) via email and on CD of the Administrative Draft Addendum; One (1) electronic copy (Microsoft Word and Adobe formats) via email and on CD of the Screencheck Draft Addendum; and One (1) electronic copy (Microsoft Word and Adobe formats) via email and on CD of the Final Addendum.

Task 5: Adoption Hearings and Housing Element Certification

5.1 Public Hearings

ESA's project managers will attend and make presentations as requested at up to two (2) public hearings before the Planning Commission (one (1) hearing), and City Council (one (1) hearing). These meetings will be to act on the General Plan 10-year review, Housing Element update, and associated environmental review. ESA will prepare findings to be included in the Staff Reports and a resolution for each action. If the work efforts for the Housing Element and Land Use Element are divided, additional meetings will be required - team members will be available to attend additional hearings on a time-and-materials basis.

5.2 Prepare Final Documents

Following the final City Council hearing, ESA will prepare a final version of the adopted Housing Element and Land Use Element to incorporate directives of the City Council.

For the Housing Element, assuming the recommended approach of achieving a Finding of Substantial Compliance on the Revised Public Review Draft Housing Element prior to adoption, HCD certification is assured, unless the City requests significant changes to the Housing Element already reviewed and approved by HCD. If additional changes are requested by the Planning Commission and City Council at the adoption hearings, we will advise the City if the requested changes would jeopardize the Finding of Substantial Compliance status. Once adopted, the Housing Element will be sent to HCD, along with the resolution of adoption, for the 90-day review. HCD final certification will come within the 90-day review period.

The transmittal (for certification) of the adopted Housing Element to the State has been scheduled for December 2015. We believe this schedule can accommodate time for preparation of the Santa Clara Housing Element, outreach to attain useful public feedback, communication with HCD (a 60-day review period), and consultation with public agencies.

ESA will maintain ongoing communication with HCD until the Housing Element is certified. ESA will provide HCD any requested supplemental data or explanations for proposed programs and/or policies.

Meetings: Up to two (2) public hearings before the Planning Commission (one (1) hearing), and City Council (one (1) hearing).

Deliverables: Public hearing materials including findings for adoption, public notices, staff reports and exhibits, and PowerPoint presentations.

Fifteen (15) hard copies, one (1) reproducible copy, and one (1) pdf file of the Housing Element, Land Use Element and Memorandums for distribution to City Council; and Fifteen (15) hard copies, one (1)

reproducible copy, and one (1) pdf file of the Final Housing Element, Land Use Element and Memorandums.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ENVIRONMENTAL SCIENCE ASSOCIATES**

EXHIBIT B

SEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows:

Task Number/Description	Person	Hours	Rate	Subtotal	Other	Subtotal	Admin	Subtotal	VAT	Lab/Fee
	Director	Manager	General	EA	EA	EA	EA	EA	EA	EA
Hourly Billing Rates										
1. Project Initiation										
1.1 Attend Kickoff Meeting	4	4	4	4		\$ 2,050		\$ 2,050	\$ 974	\$ 3,024
1.2 Data Collection					12	\$ 1,140		\$ 1,140	\$ 374	\$ 1,514
2. Prepare Housing Element Update Element										
2.1 Evaluate the 2008-2014 Housing Element						\$ -		\$ -	\$ 3,764	\$ 3,764
2.2 Assess Current and Proposed Housing Needs				20		\$ 2,400		\$ 2,400	\$ -	\$ 2,400
2.3 Assess Housing Constraints						\$ -		\$ -	\$ 8,962	\$ 8,962
2.4 Assess Housing Resources and Opportunities				20	4	\$ 3,460	\$ 3,460	\$ -	\$ -	\$ 3,460
2.5 Update Housing Plan						\$ -		\$ -	\$ 2,884	\$ 2,884
2.6 Address Staff Draft Housing Element	2			4		\$ 600	2	\$ 1,020	\$ 5,164	\$ 5,164
2.7 Public Review Draft Housing Element				4		\$ 1,300	2	\$ 1,470	\$ 3,050	\$ 4,588
2.8 HCD Review Draft Housing Element				4	4	\$ 600	2	\$ 1,020	\$ 3,550	\$ 4,556
2.9 Final Draft Housing Element				12	4	\$ 1,800	4	\$ 2,160	\$ 974	\$ 2,724
7.10 Public Participation Program						\$ -		\$ -	\$ -	\$ -
Housing Roundtable				12	8	\$ 2,200	8	\$ 2,720		\$ 2,200
Community Meetings	8			8	8	\$ 3,240	4	\$ 3,580		\$ 3,240
Planning Commission Study Session				4	4	\$ 850	2	\$ 1,030		\$ 850
3. Prepare Land Use Element Update										
3.1 Review Land Use Element				12	12	\$ 3,420		\$ 3,420		\$ 3,420
3.2 Attend Working Session with City Staff (see Task 6.2, below)						\$ -		\$ -	\$ -	\$ -
3.3 Attend Working Session with Steering Committee (see Task 6.2, below)						\$ -		\$ -	\$ -	\$ -
3.4 Prepare Adoptive Draft Documents	2	4	36	48	32	\$ 17,090	8	\$ 15,500		\$ 17,090
3.5 Review Adoptive Documents				8	10	\$ 1,200	6	\$ 4,800		\$ 4,800
3.6 Prepare Public Review Documents				4	16	\$ 1,600	4	\$ 4,800		\$ 4,800
4. CEQA Compliance										
4.1 EIR Attachment (includes Initial Study)	2	24			40	\$ 8,140	2	\$ 8,310		\$ 8,140
4.2 Review and Document Publications	2	4			24	\$ 3,320		\$ 3,320		\$ 3,320
4.3 Mitigation Monitoring and Reporting Program		2			4	\$ 710		\$ 710		\$ 710
5. Adoption Hearings and Housing Element Certification										
5.1 Public Hearings				12	12	\$ 3,960		\$ 3,960	\$ 2,992	\$ 6,952
5.2 Prepare Final Documents	4	4	4	8	8	\$ 3,800		\$ 3,800		\$ 3,800
6. Project Management										
6.1 Project Management	2	24	12	6		\$ 7,260		\$ 7,260	\$ 3,850	\$ 11,240
6.2 Staff Meetings/Working Sessions	8	12	16	12		\$ 7,560		\$ 7,560	\$ 1,650	\$ 9,230
Total Hours	34	94	112	216	170	46	34	2,890		
Subtotals - Labor Hours	\$ 8,400	\$ 15,510	\$ 18,480	\$ 25,920	\$ 16,150	\$ 3,910	\$ 86,430	\$ 2,950	\$ 89,310	\$ 36,740
Percent of Effort - Labor Hours Only	13.6%	27.6%	33.2%	44.2%	28.1%	6.8%	16.4%	0.0%	13.6%	
Percent of Effort - Total Project Cost	5.0%	12.1%	14.4%	20.1%	12.8%	3.0%	67.2%	2.2%		35.7%
ESA Labor Costs										\$ 123,170
ESA Non-Labor Expenses										
Reimbursable Expenses										\$ 5,118
ESA Equipment Usage										\$ 379
Subtotal ESA Non-Labor Expenses										\$ 5,497
TOTAL PROJECT PRICE										\$ 128,663

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred twenty-eight thousand six hundred sixty-three dollars (\$128,663), subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA-00-01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Environmental Science Associates

A California Corporation

By: _____

Signature of Authorized Person or Representative

Name: Dan Dameron

Title: Project Director

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On April 4, 2014 before me, Deric Wittenborn Notary Public

personally appeared Daniel E. Dameron



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 Deric Wittenborn
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement For Performance of Service

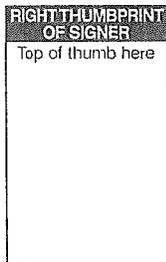
Document Date: N/A Number of Pages: 33

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

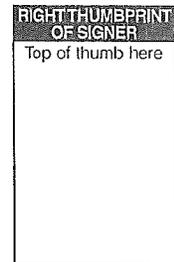
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

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EXHIBIT F

MILESTONE SCHEDULE

Tasks / Milestones	Start Date	Finish Date
Authorization to Proceed/Contract Start Date	April 8, 2014	April 8, 2014
Task 1: Project Initiation		
Task 1.1 Attend Kickoff Meeting	1 st week of April 2014	1 st week of April 2014
Task 1.2 Data Collection	1 st week of April 2014	3 rd week of April 2014
Task 2: Housing Element Update		
Task 2.1 Evaluate 2009-2014 Housing Element	2 nd week of April 2014	4 th week of April 2014
Task 2.2 Assess Current and Projected Housing Needs	2 nd week of April 2014	1 st week of May 2014
Housing Element Roundtable 1	May 2014	May 2014
Task 2.3 Assess Housing Constraints	2 nd week of April 2014	4 th week of May 2014
Task 2.4 Assess Housing Resources and Opportunities	2 nd week of April 2014	4 th week of May 2014
Task 2.5 Update Housing Plan	2 nd week of April 2014	4 th week of May 2014
Land Use Steering Committee Meeting 1	May 2014	May 2014
Housing Element Roundtable 2	June 2014	June 2014
Task 2.6 Administrative Draft Housing Element	2 nd week of April 2014	2 nd week of June 2014
Staff Review of Admin Draft (2 weeks)	2 nd week of June 2014	4 th week of June 2014
Land Use Steering Committee Meeting 2	June 2014	June 2014
Task 2.7 Public Review Draft Housing Element	4 th week of June 2014	4 th week of July 2014
Planning Commission Study Session	August 2014	August 2014
Task 2.8 HCD Review Draft Housing Element	4 th week of Aug 2014	4 th week of July 2014
First HCD Submittal*	4 th week of Aug 2014	4 th week of Oct 2014
Task 2.9 Final Draft Housing Element	4 th week of Oct 2014	1 st week of Nov 2014
Task 3: Land Use Element Update		
Task 3.1 Review Land Use Element	2 nd week of April 2014	3 rd week of April 2014
Task 3.2 Attend Working Session with City Staff	4 th week of April 2014	4 th week of April 2014

Task 3.3 Attend Working Sessions with Steering Committee	1 st week of May 2014	2 nd week of May 2014
Task 3.4 Prepare Administrative Draft Documents	3 rd week of May 2014	3 rd week of June 2014
Task 3.5: Review Administrative Documents	4 th week of June 2014	4 th week of June 2014
Task 3.6: Prepare Public Review Documents	1 st week of July 2014	4 th week of July 2014

Task 4: Environmental Review

Task 4.1 Addendum to the 2011 General Plan EIR July 2014

Task 4.2 Revisions and Document Publication

Task 4.3 Mitigation Monitoring and Reporting Program August 2014

Task 5: Public Hearings for Adoption Housing and Certification

Task 5.1 Public Hearings and Adoption* November/December 2014 November/December 2014

Task 5.2 Prepare Final Documents December 2014 December 2014

Final Submittal to HCD December 2014

Final Submittal to HCD

4/8/14

CLOSED SESSION REQUEST

City of Santa Clara, California

K013



It is requested the **CITY COUNCIL OF THE CITY OF SANTA CLARA** meet in closed session on **Tuesday, April 22, 2014, at 6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to it/them:

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Gov. Code § 54957.6

City designated representative: Julio J. Fuentes, City Manager (or designee)

Employee Organization(s):

Unit #1 – Santa Clara Firefighters Association, IAFF, Local 1171

Unit #2 - Santa Clara Police Officer’s Association

Unit #3 – IBEW Local 1245 (International Brotherhood of Electrical Workers)

Unit #4 - City of Santa Clara Professional Engineers

Units #5, 7 & 8 - City of Santa Clara Employees Association

Unit #6 - AFSCME Local 101 (American Federation of State, County and Municipal Employees)

Unit #9 – Miscellaneous Unclassified Management Employees

Unit #9A - Unclassified Police Management Employees

Unit #9B - Unclassified Fire Management Employees

Unit #10 – PSNSEA (Public Safety Non-Sworn Employees Association)

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Pursuant to Gov. Code § 54956.9(a)

Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al., Sacramento County Superior Court Case No. 34-2013-80001396

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Pursuant to Gov. Code § 54956.9(a)

Potential initiation of litigation: 1 potential case

Date: April 4, 2014

RICHARD E. NOSKY, JR.
City Attorney