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.

February 25, 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 269-43-018 and APN 269-36-082
City/Authority Negotiator: Julio J. Fuentes, City Manager
Negotiating Parties: Larry Adams, Santa Clara Unified School District
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)
and
City Council/Successor Agency to the City of Santa Clara
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
Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code Section 54956.9(a)
A.C. v. City of Santa Clara, et al.
United States District Court, Case No. CV13-3276 JCS
and

City Council/Successor Agency to the City of Santa Clara
Conference with Legal Counsel - Anticipated Litigation
Pursuant to Government Code Section 54956.9(a)
Potential initiation of 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. APPROVAL OF MINUTES:

A. January 14, 2014.

B. January 21, 2014 - Special Meeting.

C. January 28, 2014.

4. CONTINUANCE/EXCEPTIONS:

5. SPECIAL ORDER OF BUSINESS:

A. Recognition of Donald Sutton for his donation of a new Jet Deluxe 15-inch Pro Band Saw, valued at $1,274.14, for use at the Woodshop at the Santa Clara Senior Center and authorization to transmit a letter of appreciation.

B. Presentation of proceeds from the Historic Preservation Society of Santa Clara and Old Quad Residents Association 2013 Historic Home Tour for City-specific programs and authorization to transmit a letter of appreciation.

6. 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.)

7. 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 of the results for the Silicon Valley Power (SVP) Public Benefit Program through Fiscal Year 2012-2013 and authorization to report this information to customers and others.
2. Acceptance of the donation of a Standard Kimono/Semi-Training Weight K-9 Bite Suit and a K-9 Behavior Shaping Device, valued at a total amount of $2,025, from the W.F. and Marie A. Batton Foundation and authorization to transmit a letter of appreciation.
3. Adoption of an Emergency Ordinance extending a Moratorium on the establishment of smoking lounges within the City by one (1) year.
4. Set March 18, 2014 for a Public Hearing to consider the 2121 Laurelwood Road U-Haul Center Project.
5. Approval for the use of City Electric forces for the installation of facilities at 1065 Memorex Drive.
6. Acceptance of the Monthly Financial Status Reports for December 2013.
7. Acceptance of the Santa Clara Convention Center and Convention-Visitor's Bureau (SCCC-CVB) Activity Report for Fiscal Year 2013-14 Second Quarter, as submitted by the SCCC-CVB.
8. Approval of the Project Manual for Lump Sum Bidding and Construction of the Fairview Substation; direct the solicitation of bids for the Project; and delegate authority to award the contract and execute change orders up to a total aggregate amount of 10% of the original contract price (Public Works Contract 2403A).
9. Pass to print an Ordinance amending Section 13.10.020 (Definitions) and Section 13.10.040 (Maintenance and Inspection of Sewer Connections) of Chapter 13 (Sewers) of Title 13 (Public Services) of the City Code which establishes a program for the inspection, repair, and/or replacement of the private sewer laterals as part of a Private Lateral Program.
10. Adoption of Ordinance No. 1920, amending Chapter 13.10 (Sewers) of Title 13 (Public Services) by amending Section 13.10.020, 13.10.450, 13.10.500, 13.10.580 and adding Section 13.10.670 to the City Code to comply with the US Environmental Protection Agency (US EPA) and the State Water Resources Control Board (SWRCB).

B. Agreements

1. Approval of an Agreement for Design Professional Services with Kimley-Horn and Associates, Inc., in an amount not to exceed $114,950, for the Mission College Boulevard Traffic Signal Interconnect and Coordination Project and authorization to make minor, non-substantive modifications, if needed (CE 13-14-05).

2. Approval of Call No. 14-1 for Professional Services with Paragon Partners Ltd., in an amount not to exceed $120,000, to provide pole attachment inspection services for the Electric Department.
3. Approval of Call No. 14-2 for Professional Services with Paragon Partners Ltd., in an amount not to exceed $75,000, for Electric Department field administration maintenance services.
4. Approval of Call No. 14-1 for Professional Services with E Source Companies, LLC, in an amount not to exceed $125,140, for 2014 membership and ongoing industry research and information services for the Electric Department.
5. Approval of Call No. 14-1 for Professional Services with Energy Experts International, in an amount not to exceed $50,000, for gas engineering support; Call No. 14-2 for Professional Services, in an amount not to exceed $100,000, for electrical estimating support; and Call No. 14-3 for Professional Services, in an amount not to exceed $50,000, for electrical engineering support.
6. Approval of an Agreement for the Performance of Services with Mike Davis Landscape Services, in an amount not to exceed $114,975, to perform site sweeping services at the Santa Clara Convention Center Complex (Maintenance Assessment District #183).

C. Reports for Information and Possible Action

D. Minutes to Note and File

1. Youth Commission - October 15, 2013.
2. Youth Commission - November 12, 2013.
3. Historical and Landmarks Commission - December 5, 2013.
4. Senior Advisory Commission - November 25, 2013.

E. Routine Written Petitions for Approval

8. 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. 865 Pomeroy Avenue

Adoption of a Resolution rezoning the property from R3-25D (Moderate-Density Multi-Family Residential) to PD (Planned Development) and making the determination that the project is categorically exempt from formal environmental review under the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15332 (Class 32 - Infill Development) (PLN2013-09864).

B. 1277 Lafayette Street

Adoption of a Resolution rezoning the property from R1-6L Single Family to PD-Planned Development to allow the expansion of an existing single-family residence and construction of a new two-car garage and second dwelling unit, subject to conditions and making the determination that the project is categorically exempt from formal environmental review under California Environmental Quality Act (CEQA) pursuant to Guidelines Sections 15301 (Class 1 - Existing Facilities) and 15303 (Class 3 - New Construction or Conversion of Small Structures) (PLN2013-10117).

9. BIDS AND PROPOSALS:

A. Award of contract to K.J. Woods Construction, Inc., in an amount of $258,000, for the Winchester Boulevard and Newhall Street Storm Drain Replacement Project and authorization to execute change orders up to approximately 10% of the contract price, or $25,800, for a total not to exceed amount of $283,800 (CE 13-14-06).

B. Award of contract to K.J. Woods Construction, in the amount of $988,000, for the Cabrillo Avenue/Main Street Sewer Replacement Project (Scott Boulevard to Union Pacific Railroad) and authorization to execute change orders up to approximately 10%, or $98,800, for a total not to exceed amount of $1,086,800 (CE 12-13-06).

10. BOARDS AND COMMISSIONS FOR ACTION:

A. Minutes of the Parks and Recreation Commission - November 19, 2013: Request to note and file.
* Recommendation to pass to print an Ordinance to amend Section 9.35.010 (Park Use Permit Required for Large Groups) of the City Code to reduce group size required to apply for a parks facility special use permit from 50 persons to 25 or more people.

11. CONSENT ITEMS PULLED FOR DISCUSSION:

12. 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.

13. REPORTS FOR COUNCIL ACTION:

A. Note and file the February 2014 update of the Six-Month Strategic Objectives from September 13, 2013 through March 15, 2014.

B. Approval of Amendment No. 1 to the Agreement for the Performance of Services with Plan Review Consultants, Inc. to extend the term of the Agreement to March 30, 2016 and increase the funding by an additional $251,000 for a revised total not to exceed amount of $300,000.

14. 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.

15. REPORTS OF COUNCILORS AND SPECIAL COUNCIL COMMITTEES:

A. Reports regarding conference attendance, if any.

16. CITY MANAGER REPORTS:

17. CLOSED SESSION MATTERS:

A. City Attorney Reports:

B. Set March 18, 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; 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 Conference with Legal Counsel - Anticipated Litigation pursuant to Government Code Section 54956.9(a); Potential initiation of litigation: 1 potential case.

18. ADJOURNMENT:

A. To Tuesday evening, **March 18, 2014** at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

2/25/14

CLOSED SESSION NOTICE

6:00PM

City of Santa Clara, California

Santa Clara All-America City 2001

The **CITY COUNCIL OF THE CITY OF SANTA CLARA** will meet in closed session on **Tuesday, February 25, 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 269-43-018 and APN 269-36-082
City/Authority Negotiator: Julio J. Fuentes, City Manager
Negotiating Parties: Larry Adams, Santa Clara Unified School District
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-EXISTING LITIGATION**
Pursuant to Gov. Code § 54956.9(a)
A.C. v. City of Santa Clara, et al., United States District Court, Case No. CV13-3276 JCS

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

Date: February 21, 2014

RICHARD E. NOSKY, JR.
City Attorney

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2/25/14

6:00PM

CLOSED SESSION NOTICE

Successor Agency to the City of Santa Clara
Redevelopment Agency

Santa Clara
All-America City
2001

The **GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF SANTA CLARA REDEVELOPMENT AGENCY** will meet in closed session on **Tuesday, February 25, 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: February 21, 2014

RICHARD E. NOSKY, JR.
Successor Agency Counsel

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02/25/14

6:00pm

Closed Session Addition

Pursuant to Govt Code Sec 54954.2(b)(2), need to add an item onto the City closed session agenda because it arose after the agenda was posted and cannot wait until the next meeting for consideration. The item is:

Pursuant to Govt Code Sec 54956.8, Conference with Real Property Negotiator, APN's: i) 104-03-38, 39, 40, ii) 104-43-50 and iii) 104-55-16

City Negotiator: Julio Fuentes, City Manager
Forty Niners SC Stadium Company LLC: Larry MacNeil, Executive Vice President

Under Negotiation: Possible Amendment to March 28, 2012, Parking Rights Agreement, between City and Stadco

With a 2/3 vote of City Council (5), item can be added to agenda and considered tonight.

POST MEETING MATERIAL

Meeting Date: 02/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 2

Santa Clara All-America City 2001

Date: February 25, 2014

To: Mayor and City Council for Action

From: Executive Assistant to the Mayor and City Council

Subject: Request for Excused Absence

EXECUTIVE SUMMARY:

Please be advised that Vice Mayor Jerry Marsalli is unable to attend the February 25, 2014 Council Meeting, and is requesting that the Council excuse him from attending.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The February 25, 2014Council Meeting will be conducted without a full Council.

ECONOMIC/FISCAL IMPACT:

None.

RECOMMENDATION:

That the Council excuse Vice Mayor Jerry Marsalli from attendance at the February 25, 2014 Council Meeting.

for Kimberly Green
Executive Assistant to the Mayor and Council

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POST MEETING MATERIAL

02/25/14

3A

MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA FOR MEETING HELD ON TUESDAY EVENING, JANUARY 14, 2014

The City Council of the City of Santa Clara met at 7:00 pm, on the above-mentioned date, in the City Hall Council Chambers for the regular scheduled meeting. The Closed Session 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): Un; 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 Government Code Section 54956.8; Property: APN 104-03-036, APN 104-03-038, APN 104-03-039, APN 104-03-040; Negotiating Party(ies): Kurt Wittek, Montana Property Group, 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 Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 097-01-039, APN 097-01-073, APN 104-01-102, APN 104-03-036; Negotiating Party(ies): William A. Witte, President, Related California; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); City Council/City 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); *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 Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(a); Potential initiation of litigation: 1 potential case was not held (City Attorney - 01/10/14).

The meeting was opened with the recitation of the Pledge of Allegiance and Statement of Values.

Present: Council Members Debi Davis, Lisa M. Gillmor, Patricia M. Mahan and Teresa O'Neill and Mayor Jamie L. Matthews. Absent: Council Member Patrick Kolstad and Vice-Mayor Jerry Marsalli (excused).

Staff present: Assistant City Manager - Alan Kurotori, Assistant City Manager - Sheila Tucker, Director of Planning and Inspection, Director of Public Works/City Engineer, City Attorney and City Clerk/Auditor.

2A. **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **excuse** Council Member Kolstad and Vice-Mayor Marsalli from attendance at this evening's meeting (Executive Assistant to Mayor and City Council - 12/23/13 and 01/14/14).

Assistant City Manager Kurotori introduced newly hired Assistant City Manager, Sheila Tucker.

3A. **MOTION** was made by O'Neill, seconded and unanimously carried (Kolstad and Marsalli absent), that the **Minutes** for the meeting of **November 19, 2013** be adopted as written.

3B **MOTION** was made by Gillmor, seconded and unanimously carried with Mahan and Matthews abstaining (not present at the meeting) (Kolstad and Marsalli absent), that the **Minutes** for the meeting of **December 3, 2013** be adopted as written.

3C. **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the **Minutes** for the meeting of **December 17, 2013** be adopted as written.

5A. As an item under Special Order of Business, the Council proceeded with the presentation of the **27th annual holiday decoration awards**. The Public Communications Manager reviewed the Senior Staff Aide's memo (01/07/14) and gave an electronic presentation highlighting the following winners: Best Residence: 1872 Homestead Road – The Antonopoulos Home; 2583 Johnson Place – The Berner Home; 1882 Homestead Road – The George Home; 1640 Graham Lane – The Winterbourne Home; 1827 Laine Avenue – The Roberts Home; Best Tree: 995 Capitola Way – The Rangel Home; 293 Maria Street – The Goss Home; and 954 Sunlite Drive – The Arrillaga Home; Best Businesses: 940 Monroe Street – Seniore's Pizza; 2797 Scott Boulevard – Extra Storage; and Best Neighborhood: Burdick Lane – 4292 through 4392 Burdick Lane and Capitola Way – 854 through 964 Capitola Way. The Mayor, on behalf of the Council, presented certificates of recognition to this year's awardees. Photographs were then taken.

5B. Also as an item under Special Order of Business, the Council proceeded with the **informational status report** by the **Historic Preservation Ordinance Committee** (Director of Planning and Inspection - 01/06/14). Lorie Garcia, honorary City Historian,

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addressed the Council and provided a summary of the progress made in drafting a proposed regulatory scheme for the evaluation of historic and cultural resources in the City. Ms. Garcia, Assistant City Manager Kurotori and the Director of Planning and Inspection then answered Council questions. By Council consensus, the Council referred the issue of having staff support of the Historic Presentation Ordinance Committee and setting a Council study session and working sessions to staff. The Council duly noted and filed correspondence received (one email received - 01/10/14).

6B.1 6B.2 6B.3 As an item of Unfinished Business, the Council proceeded with the consideration of items related to a **Levi's Stadium Parking update**, including a presentation by the Forty Niners Stadium Management Company regarding stadium parking; adoption of a Resolution approving an **Additional Parking Rights Agreement (Golf Course)** with the Forty Niners SC Stadium Company, LLC (StadCo), and make certain findings under the California Environmental Quality Act (CEQA), to allow parking at the Santa Clara Golf and Tennis Club for Stadium events; and approval of a **Special Permit** to allow temporary and limited use of the Santa Clara Golf and Tennis Club, subject to conditions. Assistant City Manager Kurotori introduced Jim Mercurio, Vice President, Stadium Operations, who gave an electronic presentation, which included information on successful efforts in securing parking spaces for Stadium events. The Council proceeded with consideration of the adoption of a Resolution approving an Additional Parking Rights Agreement (Golf Course) with the Forty Niners SC Stadium Company, LLC (StadCo), and making certain findings under the California Environmental Quality Act (CEQA), to allow parking at the Santa Clara Golf and Tennis Club for Stadium events. Assistant City Manager Kurotori reviewed his memo (01/08/14) and gave an electronic presentation regarding parking options at the Santa Clara Golf and Tennis Club. Kevin Kobayashi, American Golf, addressed the Council with comments in favor of the Additional Parking Rights Agreement and provided a history of American Golf's experience with parking on golf courses. The Council proceeded to consider the approval of a Special Permit to allow temporary and limited use of the Santa Clara Golf and Tennis Club, subject to conditions. The Director of Planning and Inspection reviewed his memo (01/06/14). The following people addressed the Council in favor of the Additional Parking Rights Agreement: Lisa Santillan, James Rowen, Frank Carbajao, Carol Wada, Fred Santillan, Patty Atherton, Rogelio Salinas, Jr., Steve Van Dorn (President, Santa Clara Convention Center and Convention-Visitors Bureau), Lisa Moreno (General Manager of the Santa Clara Convention Center), Lydia Blair, Kathy Watanabe and Karl Watanabe (West Valley-Mission Community College District). Stephen Hazel addressed the Council with general comments of concern. **MOTION** was made by Gillmor,

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seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **adopt** **Resolution No. 14-8103** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA APPROVING THE ADDITIONAL PARKING RIGHTS AGREEMENT (GOLF COURSE), AUTHORIZING THE EXECUTION OF SUCH AGREEMENT BY THE CITY MANAGER, AND MAKING CERTAIN FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT RELATED TO THE AGREEMENT" which approves an Additional Parking Rights Agreement (Golf Course) with the Forty Niners SC Stadium Company, LLC (StadCo), and makes certain findings under the California Environmental Quality Act (CEQA), to allow parking at the Santa Clara Golf and Tennis Club for Stadium events. **MOTION** was then made by Mahan, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **approve** the Special Permit to allow temporary and limited use of the Santa Clara Golf and Tennis Club, subject to conditions.

7A.1 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Public Works/City Engineer's memo (12/12/13), the Council **approve** the **plans and specifications** for the **Lafayette Street Traffic Signal Interconnect and Coordination Project**; **authorize** the City Manager to make minor modifications, if necessary; and **authorize** the advertisement for bids (CE 12-13-08).

7A.2 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the City Attorney's memo (01/14/14), the Council **adopt** **Ordinance No. 1915** entitled, "AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING TITLE 15 CHAPTER 15.60 OF THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA ENTITLED THE SANTA CLARA MUNICIPAL FIRE AND ENVIRONMENTAL CODE. THIS ORDINANCE ADOPTS THE 2012 INTERNATIONAL FIRE CODE, INCLUDING THE STATE OF CALIFORNIA AMENDMENTS AND THE FULL TEXT OF CERTAIN PORTIONS OF THE CODES OF THE STATE OF CALIFORNIA RELATED TO THE SIX CERTIFIED UNIFIED PROGRAM AGENCY (CUPA) PROGRAMS, WHICH COMPRISES THE 2013 SANTA CLARA MUNICIPAL FIRE AND ENVIRONMENTAL CODE" which amends Title 15, Chapter 15.60 (**Santa Clara Municipal Fire and Environmental Code**) of the City Code and adopts the 2012 International Fire Code, as amended by the State of California, to be effective January 1, 2014.

7A.3 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the City Attorney's memo (01/14/14), the Council **adopt** **Ordinance No. 1917** entitled, "AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 15.15 (ENTITLED BUILDING CODE), CHAPTER 15.17 (ENTITLED RESIDENTIAL CODE), CHAPTER 15.20 (ENTITLED ELECTRIC CODE), CHAPTER 15.30 (ENTITLED MECHANICAL CODE), CHAPTER 15.35 (ENTITLED PLUMBING CODE), AND CHAPTER 15.75 (ENTITLED INTERNATIONAL EXISTING BUILDING

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CODE) OF TITLE 15 (ENTITLED BUILDINGS AND CONSTRUCTION) OF THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA," BY ADOPTING THE FOLLOWING MODEL CODES AS AMENDED BY THE STATE OF CALIFORNIA, AND WITH LOCAL AMENDMENTS: 1. INTERNATIONAL BUILDING CODE (2012 EDITION); 2. INTERNATIONAL RESIDENTIAL CODE (2012 EDITION); 3. NATIONAL ELECTRICAL CODE (2011 EDITION); 4. UNIFORM MECHANICAL CODE (2012 EDITION); 5.UNIFORM PLUMBING CODE (2012 EDITION); 6. INTERNATIONAL EXISTING BUILDING CODE (2012 EDITION)" which amends Chapter 15.15 (Building Code), Chapter 15.17 (Residential Code), Chapter 15.20 (Electric Code), Chapter 15.30 (Mechanical Code), Chapter 15.35 (Plumbing Code) and Chapter 15.75 (International Existing Building Code) of Title 15 (Buildings and Construction) of the City Code, which adopts the **Model Codes**, as amended by the State of California, to be effective January 1, 2014.

7A.4 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Electric Utility's memo (01/03/14), the Council **approve** the use of **City Electric forces** for the installation of facilities at **2004 El Camino Real**.

7A.5 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Senior Staff Aide's memo (01/03/14), the Council **approve** the publication of the **February 2014** ***Mission City SCENES***.

7A.6 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Finance's memo (01/07/14), the Council **approve** the **Budget Principles** for 2014-15 for implementation during the **Fiscal Year 2014-15**.

7A.7 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Human Resources' memo (12/24/13), the Council **approve** the **modified job descriptions** for **Economic Development Officer/Assistant City Manager** and **Director of Finance/Assistant City Manager**, and set the Control Point at $18,734 per month.

7A.8 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Finance's memo (01/02/14), the Council **adopt Resolution No. 14-8104** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ACCEPTING THE AB1600 REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR ENDED JUNE 30, 2013 AND MAKING FINDINGS REGARDING THE CONTINUING NEED FOR UNEXPENDED BALANCES OF IMPACT FEES AS OF JUNE 30, 2013" which accepts the **AB1600 Report** on **Development Impact Fees** for **Fiscal Year ended June 30, 2013** and makes findings

regarding the continuing need for unexpended balances of impact fees as of June 30, 2013.

7B.1 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Electric Utility's memo (01/03/14), the Council **approve**, and authorize the City Manager to execute, **Call No. 14-1** for **Professional Services** with **Schweitzer Engineering Laboratories, Inc.**, in an amount not to exceed $100,000, for **Relay Automation and Integration Testing** at **Fairview Substation**.

7B.2 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Electric Utility's memo (01/03/14), the Council **approve**, and authorize the City Manager to execute, **Call No. 14-1** for **Professional Services** with **Synergy Companies, Inc**, in an amount not to exceed $74,540, for **2014 Low Income Verification Services** for the **Financial Rate Assistance Program**.

7B.3 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Electric Utility's memo (01/03/14), the Council **approve**, and authorize the City Manager to execute, a **Neighborhood Solar Program Agreement** with **The Roman Catholic Bishop of San Jose**, in an amount not to exceed $200,000, for the **installation of two solar electric systems** as part of the **Neighborhood Solar Program (NSP)**.

7B.4 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Electric Utility's memo (01/03/14), the Council **approve**, and authorize the City Manager to execute, **a Fiber Lease Agreement** with **Electric Lightwave, LLC** for the **long term use of dark fiber routes**.

7B.5 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Information Technology's memo (01/03/14), the Council **approve**, and authorize the City Manager to execute, consent letters from **AT&T Inc.** granting **Crown Castle International Corp.** the authority to manage the maintenance and operations of **cell site towers** located at **200 Lawrence Expressway** and **351 Brokaw Road**.

7B.6 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Electric Utility's memo (01/03/14), the Council **approve**, and authorize the City Manager to execute, a **Call Agreement** with **N. Harris Computer Corporation** and **Call No. 14-1** for Professional Services, in an amount not to exceed $248,200, for software development and configuration services supporting the **Advanced Metering**

Infrastructure Project.

7C.1 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **note and file** the **Informational Memo** entitled, "Notice of February 11, 2014 for a Public Hearing on the **City's Fiscal Year 2014-15 Annual Plan** for the Use of **Federal Community Development Block Grant (CDBG) and Home Investment Partnerships Act (HOME) Federal Entitlement Funds** and authorization to publish the notice of Public Hearing" (Acting Housing and Community Services Division Manager - 01/02/14).

7D.1 **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **note and file** the **Board of Library Trustees Minutes** for the meeting of **November 4, 2013**.

7B.7 The Council proceeded to consider the approval of **Amendment No. 3** to the **Exclusive Negotiating Rights Agreement (ENA)** with **Montana Property Group, LLC** extending the term to February 27, 2015 and requiring an ENA deposit. Stephen Hazel addressed the Council with general comments of concern. **MOTION** was then made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Economic Development Officer's memo (01/10/14), the Council **approve**, and authorize the City Manager to execute, Amendment No. 3 to the Exclusive Negotiating Rights Agreement (ENA) with Montana Property Group, LLC extending the term to February 27, 2015 and requiring an ENA deposit.

8A. PUBLIC HEARING: The Mayor opened the Public Hearing for consideration of the project located at **2685, 2695 and 2727 Augustine Drive**, including approval to execute an Agreement and Covenant Running with the Land to Maintain a Fence with Augustine Bowers, LLC, to retain and maintain temporary construction fencing along the property frontage and authorization to record the Agreement with the County Recorder (APN 216-45-009, APN 216-45-031 and APN 216-45-032, S.C.18,665). With no public comment, **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **close** the public hearing. **MOTION** was then made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **approve** the **Agreement and Covenant Running with the Land** to **Maintain a Fence** with **Augustine Bowers, LLC**, to retain and maintain temporary construction fencing along the property frontage and **authorize** the recordation of the Agreement with the County Recorder (APN 216-45-009, APN 216-45-031 and APN 216-45-032, S.C.18,665).

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8B. PUBLIC HEARING: The Mayor opened the Public Hearing for consideration of the project located at **554 Mansion Park Drive [4101 Lick Mill Boulevard]**, including adoption of a Resolution for the **Lick Mansion and Granary Reuse Project** rezoning the Historic Combining District (HT) to allow a **pre-school and after school facility** at the Lick Mansion property and use of the **Granary** as a **film production and art studio** (PLN2013-10051). The Director of Planning and Inspection reviewed his memo (01/07/14) and gave an electronic presentation regarding the proposed project. Gill Sanchez, project architect, addressed the Council with comments in favor of the project. Melanie Roberts, representing Prometheus Real Estate Group, addressed the Council with comments of concern. Council questions were then answered by Mr. Sanchez. With no further public input, **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **close** the public hearing. A Council discussion followed and further Council questions were answered by the Director of Planning and Inspection and Assistant City Manager Kurotori. **MOTION** was then made by Mahan, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **adopt Resolution No. 14-8105** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, REZONING OF THE HISTORIC COMBINING DISTRICT (HT) TO ALLOW A PRESCHOOL AND AFTER SCHOOL FACILITY USE AT THE LICK MANSION AND TO ALLOW USE OF THE GRANARY AS A FILM PRODUCTION AND ART STUDIO FOR THE PROPERTY LOCATED AT 554 MANSION PARK DRIVE, SANTA CLARA" which rezones the Historic Combining District (HT) to allow a pre-school and after school facility at the Lick Mansion property and use of the Granary as a film production and art studio (PLN2013-10051).

8C. PUBLIC HEARING: The Mayor opened the Public Hearing for consideration of the project located at **3051 Homestead Road**, including adoption of a Resolution approving a rezone from Agricultural (A) and Moderate-Density Multiple-Dwelling Residential (R3-25D) to Planned Development and adoption of a Resolution approving a Tentative Subdivision Map for **nine (9) single-family parcels** and **one common area parcel** (PLN 2013-09973; PLN 2013-09977; PLN 2013-09986). The Director of Planning and Inspection reviewed his memo (01/03/14) and gave an electronic presentation on the proposed project. He then answered Council questions. Nektarios Matheou, on behalf of the developer, addressed the Council with general comments regarding the project. Then, he and Daniel Lee, project architect, answered Council questions. The Director of Public Works/City Engineer answered further Council questions. With no further public comment, **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **close** the public hearing.

MOTION was then made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **adopt Resolution No. 14-8106** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, TO REZONE THE PROJECT SITE LOCATED AT 3051 HOMESTEAD ROAD, SANTA CLARA FROM A (AGRICULTURAL), AND R3-25D (MODERATE DENSITY MULTIPLE-DWELLING RESIDENTIAL), TO PD (PLANNED DEVELOPMENT)" which approves rezoning from Agricultural (A) and Moderate-Density Multiple-Dwelling Residential (R3-25D) to Planned Development and **Resolution No. 14-8107** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, TO APPROVE A TENTATIVE MAP AT 3051 HOMESTEAD ROAD, SANTA CLARA, FOR NINE SINGLE FAMILY PARCELS AND ONE COMMON AREA PARCEL" which approves a Tentative Subdivision Map for nine (9) single-family parcels and one common area parcel (PLN 2013-09973; PLN 2013-09977; PLN 2013-09986).

8D. PUBLIC HEARING: The Mayor opened the Public Hearing for consideration of the **Amendments to the City's 5-Year Consolidated Plan** for the **Use of Federal Community Development Block Grant (CDBG) and Home Investment Partnerships Act (HOME) funds** to meet the City's Housing and Community needs in order to reduce the plan's goals and objectives based on the reduced availability of estimated funds and direct the submittal of a copy of the amendments to the U.S. Department of Housing and Urban Development (HUD). With no public comment, **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **close** the public hearing. A Council discussion followed. **MOTION** was then made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **approve** the Amendments to the City's 5-Year Consolidated Plan for the Use of Federal Community Development Block Grant (CDBG) and Home Investment Partnerships Act (HOME) funds to meet the City's Housing and Community needs in order to reduce the plan's goals and objectives based on the reduced availability of estimated funds and **direct** the submittal of a copy of the amendments to the U.S. Department of Housing and Urban Development (HUD).

11. Under Public Presentations, Stephen Hazel addressed the Council with general comments of concern.

Kathy Watanabe then addressed the Council and extended an invitation to The Library Foundation and Friends "Love Our Library Lollapalooza" to be held on Saturday, February 8, 2014 at Central Park Library.

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12A. **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Director of Public Works/City Engineer's memo (01/08/14), the Council **approve** appropriations from developer contributions (account 533-4433-80019-1000) in the amount of $198,194.20 and establish the **Pedestrian Bicycle Access to Central Park Assessment Study** (account 533-4433-80300-1370); **approve**, and authorize the City Manager to execute, an **Agreement for Design Professional Services** with **RBF Consulting** for the Central Park Bicycle and Pedestrian Trail Enhancement Project, in an amount not to exceed $128,044; and **authorize** the City Manager to make minor, non-substantive modifications to the Agreement, if necessary.

12B. **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Mayor's memo (01/10/14), the Council **approve** the appointments and changes to the **City Council Committee List** for the **2014 calendar year**, including the appointment of Council Members Davis, Gillmor and O'Neill to the Marketing Committee and Council Member Mahan as an alternate to the Silicon Valley Animal Control Authority (SVACA).

12C. **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the Interim City Librarian's memo (01/06/14), the Council **accept** total estimated revenue of $29,326 in Library Adult Literacy (Grants) (account 112-1263-55580-(G)ADULT) from the **California State Library, California Library Literacy Services (CLLS)**, for the Santa Clara City Library's Adult Literacy and Families for Literacy Programs; **approve** appropriation of the grant funds of $29,326 as follows: a) $6,828 to Adult Literacy - As-Needed Staff (account 112-1263-87020-(G)ADULT) for the services of the Families for Literacy Coordinator; b) $21,265 to Adult Literacy - Contractual Services (account 112-1263-87870-(G)ADULT) for consultants to train tutors, facilitate workshops for learners and provide technical support services; and c) $1,233 to Adult Literacy - Operating Supplies (account 112-1263-87500-(G)ADULT) for instructional resources and other supplies for the adult and family literacy programs; and **approve** unexpended appropriations to be re-appropriated each fiscal year over the life of the grant.

13A. **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **approve** the **bills and claims** and **Progress Payments**.

14A. Under Reports of Councilors and Special Council Committees, Mayor Matthews made comments regarding transportation and congestion management issues related to Levi's Stadium.

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16B. **MOTION** was made by Mahan, seconded and unanimously carried (Kolstad and Marsalli absent), that, per the City Attorney's memo (01/10/14), the Council **set January 28, 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; 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 Conference with Legal Counsel-Anticipated Litigation Pursuant to Government Code Section 54956.9(a); Potential initiation of litigation: 1 potential case.

17A. **MOTION** was made by Gillmor, seconded and unanimously carried (Kolstad and Marsalli absent), that, there being no further business, the Council adjourn at 8:59 pm, **In Memory** of **Daniel Joseph Finnigan** (Santa Clara resident and volunteer at St. Justin's Parish), **Michael J. Del Monaco** (owner of Vesuvio Pizzeria, a Santa Clara landmark since 1956), **June Mills** (volunteered a member of Soroptimist of Santa Clara for over 20 years), **Cleo Stuckrath** (resident of Santa Clara, founder of Showtime and the Santa Clara Women's League and longtime volunteer with the Santa Clara Senior Center) and **Silvina O. Costa** (longtime resident of Santa Clara and mother of retired City employee, Bernadette DeSousa, City Clerk's Office) to Tuesday evening, **January 28, 2014** at 6:00 pm for a Closed Session in the Council Conference Room and to 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

ATTEST: _____
City Clerk

APPROVE: _____
Mayor

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02/25/14 3B

MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA FOR SPECIAL MEETING HELD ON TUESDAY EVENING, JANUARY 21, 2014

The City Council of the City of Santa Clara met at 5:30 pm, on the above-mentioned date, for a Special Meeting in the City Hall Council Chambers.

Present: Council Members Debi Davis, Lisa M. Gillmor, Patricia M. Mahan, and Teresa O'Neill and Mayor Jamie L. Matthews. Absent: Council Member Patrick Kolstad and Vice-Mayor Jerry Marsalli (excused).

Staff present: City Manager, City Attorney and City Clerk/Auditor.

1. **MOTION** was made by Mahan, seconded and unanimously carried (Kolstad and Marsalli absent), that the Council **excuse** Council Member Kolstad and Vice-Mayor Marsalli from attendance at this evening's meeting.

3B. The Council the met 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 Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036, APN 104-03-038, APN 104-03-039 and APN 104-03-040; Negotiating Party(ies): Kurt Wittek, Montana Property Group, 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 Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 097-01-039, APN 097-01-073, APN 104-01-102 and APN 104-03-036; Negotiating Party(ies): William A. Witte, President, Related California; 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 Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(b); Potential exposure to litigation: 1 potential case.

The Council reconvened at 7:10 pm in the Council Chambers. The City Attorney stated that there was no reportable action.

4A. **MOTION** was made by Davis, seconded and unanimously carried (Kolstad and Marsalli absent), that, there being no further business, the meeting was adjourned at 7:11 pm to Tuesday evening, **January 28, 2014** at 6:00 pm for a Closed Session in the Council Conference Room and to 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

ATTEST: _____
City Clerk

APPROVE: _____
Mayor

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02/25/14 3C

MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA FOR MEETING HELD ON TUESDAY EVENING, JANUARY 28, 2014

The City Council of the City of Santa Clara met at 6:00 pm, on the above-mentioned date, in the City Hall Council Chambers for the regular scheduled meeting. With a quorum present and no public comment, the Council then met for a Closed Session in the Council Conference Room for 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); Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036, APN 104-03-038, APN 104-03-039, APN 104-03-040; Negotiating Party(ies): Kurt Wittek, Montana Property Group, LLC; City Negotatior: 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 Government Code Section 54956.8; Property: APN 097-01-039, APN 097-01-073, APN 104-01-102, APN 104-03-036; Negotiating Party(ies): William A. Witte, President, Related California; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); City Council/City 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); *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; City Council/City 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 City Council/City 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(b); Potential exposure to

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litigation: 1 potential case; Facts and circumstances - Potential Settlement Agreement of Northside Library Issues with State Controller (City Attorney - 01/24/14).

The Council reconvened in the Council Chambers at 7:04 pm and the regular meeting was opened with the recitation of the Pledge of Allegiance and Statement of Values in the Council Chambers.

Present: Council Members Debi Davis, Lisa M. Gillmor, Patrick Kolstad, Patricia M. Mahan and Teresa O'Neill and Mayor Jamie L. Matthews. Absent: Vice-Mayor Jerry Marsalli (excused).

Staff present: City Manager, Assistant City Manager - Alan Kurotori, Assistant City Manager - Sheila Tucker, Director of Planning and Inspection, Director of Public Works/City Engineer, City Attorney and City Clerk/Auditor.

2A. Council Member Kolstad reported that Vice-Mayor Marsalli is recovering at home following a major surgery but sends his gratitude for all the well wishes. **MOTION** was made by Kolstad, seconded and unanimously carried (Marsalli absent), that the Council **excuse** Vice-Mayor Marsalli from attendance at this evening's meeting (Executive Assistant to Mayor and City Council - 01/24/14).

3A. As an informational item under Continuances/Exceptions, it was noted that the Public Hearing for the Five Unit Apartment Building Project located at 1575 Pomeroy Avenue was cancelled (PLN2012-09318) (Director of Planning and Inspection - 01/21/14 and 01/28/14). James Rowen addressed the Council with brief general comments.

4A. As a Special Order of Business, the Council proceeded with a presentation of a donation by the Santa Clara Firefighters Foundation to be used for the Nutrition Program at the Santa Clara Senior Center. Chief Kelly welcomed the Santa Clara Firefighters Foundation and then introduced the Director of Parks and Recreation and Stephanie Poloni, Santa Clara Firefighters Foundation President, who, in turn, addressed the Council with a brief history of the Foundation and with comments of gratitude. Steve Silva, Santa Clara Firefighters Foundation Board Member, also addressed the Council with general comments on behalf of the Foundation. Photographs were then taken.

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5A. Under Unfinished Business, Jean Ebrahimoun, Owner/Partner of David's Restaurant, addressed the Council seeking reconsideration of the actions related to the Additional Parking Rights Agreement (Golf Course) at Levi's Stadium from the January 14, 2014 Council meeting. No Council action was taken.

Stephen Hazel also addressed the Council seeking reconsideration of the actions related to the Additional Parking Rights Agreement (Golf Course) at Levi's Stadium from the January 14, 2014 Council meeting. No Council action was taken.

6A.1 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Senior Staff Aide's memo (01/06/14), the Council **accept** the **Triton Museum of Art** letter dated December 31, 2013, regarding **semi-annual acquisitions** to the City for the reporting period of **June 1, 2013 through December 31, 2013**.

6A.2 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Finance's memo (01/13/14), the Council **accept** the **Monthly Financial Status Reports** for **November 2013**, as presented.

6A.3 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Senior Staff Aide's memo (01/17/14), the Council **approve** the publication of the **March 2014** ***Mission City SCENES***.

6A.4 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Finance's memo (01/14/14), the Council **approve** the **Annual Investment Policy Statement** for the City of Santa Clara, its Agencies and Corporations.

6A.5 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Finance's memo (01/14/14), the Council **accept** the **Outstanding Debt Schedule** as of **December 31, 2013** for the City of Santa Clara, its Agencies and Corporations, including the City's share of various Joint Power Agency debt.

6A.6 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Finance's memo (01/14/14), the Council **set** the following dates during the regularly scheduled Council/Authority/Housing Authority/Stadium Authority meetings: **April 22** - Public Hearing to consider the approval of the **Municipal Fee Schedule**; **May 20** - Joint Study

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Session to review the proposed **2014-15 Capital Improvement Project Budget** and proposed **2014-15 Operating Budget**; **June 10** - Public Hearing to consider the approval of **the Fiscal Year 2014-15 Annual Budgets**, including Successor Agency to the Redevelopment Agency, Sports & Open Space Authority, Housing Authority, Stadium Authority, Community Development Block Grant (CDBG) and Federal Home Program.

6A.7 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Water and Sewer Utilities' memo (01/14/14), the Council **approve** the **plans and specifications** for the **Central Park Pond Improvement Project** and **authorize** the City Manager to make minor modifications, if necessary and advertise for bids (WA-7506).

6A.8 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Public Works/City Engineer's memo (01/23/14), the Council **approve** the **substitution** of **Lineation Markings Corporation** with Chrisp Company, Inc., as the **Traffic Striping subcontractor** for the **San Tomas Aquino Creek Spur Trail Project** (CE 11-12-03).

6A.9 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Finance's memo (01/14/14), the Council **adopt Resolution No. 14-8108** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, REVISING THE MONTH OF THE CONSUMER PRICE INDEX USED FOR OFF-SITE PARKING FEE ADJUSTMENT" which revises the month of the **Consumer Price Index (CPI)** used for the **off-site parking fee adjustment**, to use the October Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose area.

6A.10 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Electric Utility's memo (01/14/14), the Council **adopt Resolution No. 14-8109** entitled, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA DECLARING ITS INTENTION TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF A PROPOSED ELECTRIC TAX-EXEMPT FINANCING, AS REQUIRED BY UNITED STATES DEPARTMENT OF TREASURY REGULATIONS SECTION 1.150-2" which declares intention to **reimburse certain expenditures** from the proceeds of a proposed electric tax-exempt financing, related to the acquisition of property and the **Phase-Shifting Transformer project**.

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6B.1 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Electric Utility's memo (01/14/14), the Council **approve**, and authorize the City Manager to execute, a **Repair and Overhaul Service Agreement** with **TransCanada Turbines, Ltd.**, in an amount not to exceed $2,241,900, to provide repair and overhaul services for the LM6000 Combustion Turbines at the **Donald Von Raesfeld (DVR) Power Plant**.

6D.1 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Planning and Inspection's memo (01/16/14), the Council **note and file** the **Minutes** of the **Historical and Landmarks Commission** for the meeting of **June 6, 2013**.

6D.2 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Planning and Inspection's memo (01/17/14), the Council **note and file** the **Minutes** of the **Historical and Landmarks Commission** for the meeting of **July 11, 2013**.

6D.3 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Planning and Inspection's memo (01/17/14), the Council **note and file** the **Minutes** of the **Historical and Landmarks Commission** for the meeting of **August 1, 2013**.

6D.4 **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that the Council **note and file** the **Minutes** of the **Senior Advisory Commission** for the meeting of **October 28, 2013**.

7A. PUBLIC HEARING: The Mayor declared the hearing open to consider the **Pass to Print of an Ordinance** amending Chapter 18.54 (Regulations for PD - Planned Development and Combined Zoning Districts) of Title 18 (Zoning) of the City Code related to **Planned Development** (PLN2014-10203). James Rowen addressed the Council with general comments. With no further public comment, **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that the Council **close** the public hearing. **MOTION** was then made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Planning and Inspection's memo (01/17/14), the Council **pass to print Ordinance No. 1918** entitled, "AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 18.54 (REGULATIONS FOR PD – PLANNED DEVELOPMENT AND COMBINED ZONING DISTRICTS) OF TITLE 18 (ZONING), OF THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA, RELATED TO PLANNED DEVELOPMENT" which amends Chapter 18.54 (Regulations for

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PD - Planned Development and Combined Zoning Districts) of Title 18 (Zoning) of the City Code related to Planned Development (PLN2014-10203).

7B. PUBLIC HEARING: The Mayor declared the hearing open to consider adoption of a Resolution ordering the abatement of a nuisance consisting of growing weeds in the City of Santa Clara in association with the **County Weed Abatement Program for 2013-2014**. With no public comment, **MOTION** was made by Mahan, seconded and unanimously carried (Marsalli absent), that the Council **close** the public hearing. **MOTION** was then made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Fire Chief's memo (01/13/14), the Council **adopt Resolution No. 14-8110** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ORDERING THE ABATEMENT OF A NUISANCE CONSISTING OF GROWING WEEDS IN THE CITY OF SANTA CLARA" which orders the abatement of a nuisance consisting of growing weeds in the City of Santa Clara in association with the County Weed Abatement Program for 2013-2014.

8A. As an item under Written Petition, the Council proceeded to consider the **Special Permit** request submitted by **United Auto Group**, **1433 El Camino Real** to allow outdoor expanded auto display. The Director of Planning and Inspection reviewed his memo (01/21/14) and gave an electronic presentation, which provided an aerial map of the location. Nabi Zolyadaldavood, applicant, addressed the Council with comments in favor of his request of the Special Permit. He, the City Manager and the Director of Planning and Inspection then answered Council questions. **MOTION** was made by Mahan, seconded and unanimously carried (Marsalli absent), that the Council **deny** the Special Permit request submitted by United Auto Group, 1433 El Camino Real to allow outdoor expanded auto display (PLN2013-10148).

9A. **MOTION** was made by Mahan, seconded and unanimously carried (Marsalli absent), that the Council **approve** the recommendation contained within the **Civil Service Commission Minutes** for the meeting of **January 13, 2014**, including approving modified job specification for Resource Analyst I, Resource Analyst II and Sr. Resource Analyst and **note and file** the Minutes.

9B. **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that the Council **approve** the recommendation contained within the **Parks and Recreation Commission Minutes** for the meeting of **October 15, 2013**, including the **pass to print** of **Ordinance No. 1919** entitled, "AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 9.05.130 (UNSAFE OR DISRUPTIVE CONDUCT) OF THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA TO PROHIBIT UNSAFE CONDUCT IN PUBLIC PLACES" which amends Section

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9.05.130 (Unsafe or Disruptive Conduct) of the City Code to prohibit unsafe conduct in public places, including skateboarding on park walkways and **note and file** the Minutes.

11. Under Public Presentations, Sarah Doty addressed the Council with general comments of concern regarding project located at 1091 Harrison Street.

Edward Hackett addressed the Council with general comments regarding the preservation of the Santa Clara Golf & Tennis Club.

Stephen Hazel addressed the Council with general comments of concern.

12A. **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Parks & Recreation's memo (01/15/14), the Council **approve** and accept a donation from Santa Clara Firefighters Foundation, in the amount of $4,000, for the Senior Nutrition Program at the Santa Clara Senior Center (account 111-1112-59650-(G)SRDON); **approve** an additional appropriation, in the amount of $4,000, for the Senior Nutrition Program at the Santa Clara Senior Center (account 111-1112-87530-(G)SRDON); and **authorize** the transmittal of a letter of appreciation signed by the Mayor and City Manager.

12B. **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Director of Parks & Recreation's memo (01/16/14), the Council **approve**, and authorize the City Manager to execute, the **Seventh Amendment** to the **Master Contract** for **Senior Nutrition Services** with the **County of Santa Clara**, in an amount not to exceed $150,481, for the Senior Nutrition Program to provide congregate meals at the Senior Center and **approve** the appropriation of an increased budget allocation of $10,950 in both revenues and expenditures.

12C. **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Assistant City Manager (01/07/14), the Council **accept** estimated revenue, in the amount of $19,384.77 in grant funds, from **Kaiser Permanente** for the 2013 Calendar Year in **Kaiser Health and Wellness** (account 072-1241-59650-(G)00460) for support of the **Health and Wellness Collection at Santa Clara City Library**; **approve** appropriation of the $19,384.77 in grant funds, as follows: a) $4,743.43 to Library Printing, Binding, and Books (072-1231-87580-(G)00460) for juvenile library materials; b) $505.99 to Library Printing, Binding, and Books (account 072-1233-87580-(G)00460) for the Mission Library Family Reading Center library materials; c) $14,135.35 to Library Printing, Binding, and Books (account 072-1241-87580-(G)00460) for adult library materials; and **approve**

unexpended appropriations to be re-appropriated each fiscal year over the life of the grant.

12D. **MOTION** was made by Gillmor, seconded and unanimously carried (Marsalli absent), that, per the Assistant City Manager - Tucker's memo (01/24/14), the Council **note and file** the **2013-2015 Council Strategic Plan Monthly Report** - January 2014 update of the Six-Month Strategic Objectives from September 13, 2013 through March 15, 2014 and **set** the next update to Council for February 25, 2014.

12E. **MOTION** was made by Mahan, seconded and unanimously carried (Marsalli absent), that, per the Director of Public Works/City Engineer's memo (01/24/14), the Council **authorize** the City Manager to submit the **Long-Term Trash Load Reduction Plan and Assessment Strategy** to the **Regional Water Quality Control Board** to eliminate trash loads from the Municipal Separate Storm Sewer System by 2022.

12F. **MOTION** was made by Davis, seconded and unanimously carried (Marsalli absent), that, per the City Manager's memo (01/24/14), the Council **approve** travel to **Visiting Public Safety Official Program (VPSO)** for Super Bowl 48 from January 30 through February 3, 2014; **accept** reimbursement from the SF Super Bowl Host Committee, in the amount of $22,500, for the travel (account 001-1012-59500-(A)50250); and **approve** appropriation in the amount of $22,500 (account 001-1012-87820-(A)50250).

13A. **MOTION** was made by Mahan, seconded and unanimously carried (Marsalli absent), that the Council **approve** the **bills and claims** and **Progress Payments**.

14A. Under Reports of Councilors and Special Council Committees, Council Member O'Neill made comments regarding her attendance at the Grand Re-Opening of the Rite Aid on El Camino.

16A. The City Attorney reported that earlier in the evening, the Council met 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;

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Unit #9B - Unclassified Fire Management Employees; Unit #10 - PSNSEA (Public Safety Non-Sworn Employees Association) and there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036, APN 104-03-038, APN 104-03-039, APN 104-03-040; Negotiating Party(ies): Kurt Wittek, Montana Property Group, LLC; City Negotatior: Julio J. Fuentes, City Manager (or designee; Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) and there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 097-01-039, APN 097-01-073, APN 104-01 102, APN 104-03-036; Negotiating Party(ies): William A. Witte, President, Related California; 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 there was no reportable action; City Council/City 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); *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 there was no reportable action; City Council/City 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 there was no reportable action and City Council/City 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(b); Potential exposure to litigation: 1 potential case; Facts and circumstances - Potential Settlement Agreement of Northside Library Issues with State Controller and there was no reportable action.

16B. **MOTION** was made by Davis, seconded and unanimously carried (Marsalli absent), that, per the City Attorney's memo (01/24/14), the Council **set February 11, 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; Unit #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 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 Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(a); Potential initiation of litigation: 1 potential case.

17A. **MOTION** was made by Mahan, seconded and unanimously carried (Marsalli absent), that, there being no further business, the Council adjourn at 7:42 pm, **In Memory** of **Phillip Scholz** (Santa Clara University graduate and Marketing Manager at Nvidia in Santa Clara) to Tuesday evening, **February 11, 2014** at 6:00 pm for Closed Session in the Council Conference Room and at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

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ATTEST: _____
City Clerk

APPROVE: _____
Mayor

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5A

Santa Clara All-America City 2001

Date: February 11, 2014

To: City Manager for Council Action

From: Director of Parks & Recreation

Subject: Special Order of Business: Request to Accept Donation from Donald Sutton of a new Jet Deluxe 15-inch Pro Band Saw valued at $1,274.14 to the Woodshop at the Santa Clara Senior Center

EXECUTIVE SUMMARY:

Donald Sutton, with support from other Woodshop participants has offered to donate a new Jet Deluxe 15-inch Deluxe Pro Band Saw valued at $1,274.14 to the Woodshop at the Santa Clara Senior Center. Additionally, Mr. Sutton included in his donation a Band Saw Rip Fence with Resaw Guide, Urethane Band Saw Tires, and other miscellaneous supplies.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this donation will provide a Deluxe Pro Band Saw valued at $1,274.14 to the Woodshop at the Santa Clara Senior Center.

ECONOMIC/FISCAL IMPACT:

Approval of this donation will provide a Deluxe Pro Band Saw valued at $1,274.14 to the Woodshop at the Santa Clara Senior Center.

RECOMMENDATION:

That the Council:

1. Approve and accept a donation from Donald Sutton of a new Jet Deluxe 15-inch Pro Band Saw valued at $1,274.14 to the Woodshop at the Santa Clara Senior Center (084-1114-59650-(A)20913); and
2. Authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager.

James Teixeira

James F. Teixeira
Director of Parks and Recreation

Certified as to Budget Form: JK SZ

Angela Kraetsch

for Gary Ameling
Director of Finance

APPROVED:

Julio J. Fuentes

Julio J. Fuentes
City Manager

Documents Related to this Report: None.

I:\Parks\Agendas\Donation\2014\Donald Sutton - Band Saw 14.doc

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5B

Santa Clara All-America City 2001

Date: February 10, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Special Order of Business: Presentation of Proceeds from the Historic Preservation Society of Santa Clara and Old Quad Residents Association 2013 Historic Home Tour, Acceptance of Donations for City-specific Programs, and Authorization to Transmit Letters of Appreciation

EXECUTIVE SUMMARY:

The Historic Preservation Society of Santa Clara, with assistance of the Old Quad Residents Association, sponsored the 2013 Historic Home Tour in Santa Clara. The annual event raises funds for a variety of historic programs in Santa Clara. Donations from the December 2013 Home Tour totaling $6,000 are being presented to various projects.

Barbara Mordy, Co-Chair of the Historic Preservation Society of Santa Clara and the Old Quad Residents Association Historic Home Tour Committee will present the checks at the February 25, 2014, City Council meeting to each of the following: Santa Clara Fire Museum, Santa Clara Station Railroad Museum, Genealogy Collection in the Heritage Pavilion of the Central Park Library, Santa Clara Senior Center, and the Harris Lass Museum.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Acceptance of the donations will contribute to historic City programs, and projects of need and interest to the community.

ECONOMIC/FISCAL IMPACT:

Donations totaling $6,000.00 will be available to assist projects throughout the City.

RECOMMENDATION:

That the Council:

1) Hear the presentation of donations totaling $6,000.00 from Barbara Mordy, Co-Chair, Historic Home Tour Committee to the following: Santa Clara Fire Museum, Santa Clara Station Railroad Museum, Genealogy Collection in the Heritage Pavilion of the Central Park Library, Santa Clara Senior Center, and the Harris Lass Museum,

2) Accept those donations for City-specific programs, and

3) Authorize the Mayor and the City Manager to transmit a letter of appreciation to the Historic Preservation Society of Santa Clara and the Old Quad Residents Association for their organization of the 2013 Historic Home Tour and the City-specific program donations.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Shira A. Zucker
Julio J. Fuentes
City Manager

Documents Related to this Report: None

I:\PLANNING\2014\CC-CM 2014\02.25.2014\2013 Historic Home Tour check presentation.doc

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MA-1

Santa Clara All-America City 2001

Date: February 11, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Results for the Silicon Valley Power Public Benefit Program through Fiscal Year 2012-2013

EXECUTIVE SUMMARY:

The City of Santa Clara and its municipal electric utility, Silicon Valley Power (SVP), are required by state law to provide an annual report on energy efficiency investments, programs, expenditures, cost-effectiveness, and results to customers and to the California Energy Commission (CEC), as well as an annual report to the CEC on efficiency investment funding, cost-effectiveness methodologies, and an independent evaluation of our Public Benefit programs. This report complies with Section 6 of Senate Bill 1037, which requires each publicly-owned utility to:

> "Report annually to its customers and to the State Energy Resources Conservation and Development Commission, its investment in energy efficiency and demand reduction programs. A report shall contain a description of programs, expenditures, and expected and actual energy savings results."

Per the additional requirements of AB 2021 which requires an annual report to customers and the CEC on energy efficiency investments, programs, expenditures, cost-effectiveness, and results and the requirements of SB1 regarding solar program reporting, enclosed is the report to Council and customers on the actual success of programs toward meeting energy efficiency and solar electric goals.

In FY 10-11, SVP saw a large increase in program involvement by data centers and exceeded its energy efficiency target for FY 10-11 due to these projects. This has left fewer data centers in need of implementing significant energy efficiency measures over the past two years. In addition, large projects such as these can take customers multiple years to budget, plan and implement, thereby resulting in "lumpy" energy savings for utilities. While the number of customers participating in SVP's energy efficiency programs has not declined significantly, the energy savings from the individual energy efficiency measures is not as large over the past two years, resulting in Silicon Valley Power falling short of its energy efficiency goals for FY 12-13 (the FY 12-13 goal was 26,255,000 kWh savings, actual savings achieved for the period was 13,057,521 kWh). Staff is continuing to place emphasis on implementing energy efficiency measures with customers and is working with industry groups to determine appropriate emerging technologies for future program development. While the annual goal was not met in FY 12-13, it is a part of a larger ten-year goal and SVP is currently on track to meet the overall ten-year goal.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

This report provides useful program information on the effectiveness of Public Benefit programs in Santa Clara. Failure to provide this information in an annual report would be a violation of state law.

ECONOMIC/FISCAL IMPACT:

Submitting this annual report on the Public Benefit Programs has no fiscal impact.

RECOMMENDATION:

That Council approve the results for the Silicon Valley Power Public Benefit Program through Fiscal Year 2012-2013, and authorize the reporting of this information to customers and others.

for John C. Roukema
Director of Electric Utility

APPROVED

Julio J. Fuentes,
City Manager

Documents Related to this Report:

1) Status Report on Public Benefit Programs for Fiscal Year FY 12-13

City of Santa Clara Silicon Valley Power Public Benefit Program

Energy Efficiency and Renewable Results for Fiscal Year 2012-2013

SILICON VALLEY POWER.
CITY OF SANTA CLARA

Giving You the Power to Change the World

February 2014

PUBLIC BENEFIT PROGRAMS

PURPOSE 1

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City of Santa Clara
Silicon Valley Power
Public Benefit Program
Results for Fiscal Year 2012-2013

Purpose

This is an annual and historical reporting of energy savings from the efficiency programs, solar electric installations, and other Public Benefit (PBC) Programs implemented by the City of Santa Clara's municipal electric utility, Silicon Valley Power (SVP). This report has been developed every year since the inception of Assembly Bill 1890 (AB1890) and the Public Benefit Programs. In addition, the report summarizes achievements toward reaching energy efficiency goals, as required by AB 2021 and SB 1037, and solar electric installations, as required by SB 1. It includes the following items:

- Goals and Objectives
- Energy Savings Goals and Achievements from Energy Efficiency Programs
- Solar Installations
- PBC Revenues and Expenditures
- Demand Response Goals and Achievements
- Detailed Program Descriptions

Introduction to the Report

Energy Efficiency, Renewable Energy, and Other PBC Programs

California Assembly Bill 2021, signed into law in September 2006, expanded upon several of the energy efficiency policies adopted since 1996 and continuing with the passage of Senate Bill 1037 in 2005. This report complies with the requirements of AB 2021, SB 1 and SB 1037 to report to the Council and customers on the effectiveness of energy efficiency and solar electric programs toward meeting goals.

On behalf of its members, the Northern California Power Agency (NCPA) contracted with Summit Blue Consulting LLC to update appropriate energy efficiency goals. Summit Blue developed a process to identify all technically possible energy efficiency measures and results in the City for the next 10 years, all cost-effective measures, and all feasible measures. The City Council adopted these feasible measures and energy efficiency results as City goals on March 09, 2010. In 2012, NCPA contracted with Navigant Consulting, Inc. to update these goals, as required, and on November 27, 2012, the City Council adopted the updated goals.

Goals of the Public Benefit Programs

As adopted by City Council, the goals of the PBC programs are as follows:

Qualitative Goals & Objectives of the Public Benefit Programs

1. Implement cost-effective energy efficiency programs to lower energy use. The cost to implement energy efficiency programs should be lower than the capital cost to build new

generation and benefits of the total programs should exceed costs under the Total Resource Cost (TRC) test under the methodology reviewed and approved by the Northern California Power Agency (NCPA) Public Benefits Committee, of which Silicon Valley Power's PBC program manager is a member.

2. Provide the PBC programs in a manner that creates value to the community and meets all applicable legal requirements.
3. Assist Divisions and City Departments in achieving optimal energy efficiency at City facilities by paying a portion of costs to reduce energy use through rebates and assist in implementing new energy related technologies for the benefit of the City and community.
4. Implement programs to support renewable power generation that increase resource diversity and minimize adverse environmental impacts from electric generation and operation of the electric system.
5. Support emerging technologies to speed up market acceptance, allowing energy efficiency services and products to compete in the open market.
6. Assist low-income residents in helping them to pay their electric bills and in installing energy efficient appliances and other measures.
7. Determine the best energy programs to offer Santa Clara customers by collecting input from community organizations, businesses and other City departments.

Quantitative Energy Efficiency Goals & Objectives of the Public Benefit Programs

First Year Megawatt Hour Reductions		By Class	
Year	Total Utility	Residential	Commercial & Industrial
Historical Net			
2007-2008	24,509	1,237	23,272
2008-2009	39,627	1,031	38,596
2009-2010	30,593	857	29,736
2010-2011	24,576	292	24,284
2011-2012	19,225	110	19,115
2012-2013	13,058	306	12,752
Budget Target			
2013-2014 Expected	24,076	350	23,721
2013-2014 Budgeted	24,076	350	23,721

Solar Electric Systems Installed in Santa Clara

Under SB1, Santa Clara is required to install 30 MW of solar electric systems by 2017. Total installations are shown below.

Systems	FY	# Net*	kW
Residential	99-00	1	1.73
	00-01	9	29.5
	01-02	2	8.94
	02-03	1	4.01
	05-06	7	21.15
	06-07	3	12.11
	07-08	6	19.5
	08-09	16	56.88
	09-10	56	205.11
	10-11	38	142
	11-12	49	185
	12-13	54	174
Commercial	00-01	1	1.61
	05-06	1	30
	06-07	2	100.4
	07-08	2	134.97
	08-09	2	58.42
	09-10	8	1089.49
	10-11	3	985
	11-12	9	2136
	12-13	8	4184
Habitat	4-Mar	3	6.9
	9-Aug	6	15
NSP	4-Mar	1	4.9
	7-Jun	1	7.9
	11-Oct	1	11.5
Totals		290	9626.02

** 3 residential systems have moved out of Santa Clara*

SB1

Overall Spending by Category for SVP Public Benefit Programs

Santa Clara has expended about $84.6 million for public benefit programs through June 2013 (excluding funds from other utility funding sources) and has budgeted approximately $9.1 million in fiscal year 2013 to 2014, for a total cumulative commitment of approximately $93.7 million in the past seventeen years.

Low-income customers have received almost 1% of PBC funds since July 1, 1997. However, the Rate Assistance Program discount is paid for through a reduction in electric revenue for these customers. PBC funds cover the cost of marketing and administering the program. The most heavily pursued programs fund energy efficiency measures, and the measures have used about 80% of expenditures. In the area of renewable energy, SVP has supported solar photovoltaic systems and geothermal incremental capital increases since July 1, 1997. These renewable programs were about 10% of the total program expenditures. Additional utility funds for renewable projects are provided outside the Public Benefits Programs due to the high demand for photovoltaic systems in the past three years. Finally, new technology programs, primarily the hybrid bus program (*The Breathe Easy Express*), took about 7% of the total program expenditures.

Spending on programs for FY 12/13

Revenue	$8,444,713.01
Expenditures	$5,234,740.64
Residential	
Low Income Energy Efficiency Programs	$61,920.65
Fans	$15,330.98
Refrigerator & AC	$49,264.04
Pool Pump	$430.05
Attic Insulation	$15,809.36
Electric Heat Pump Water Heater	$3,200.00
Residential Lighting	$31,422.43
General (salaries, energy audits, marketing, website, etc)	$427,597.07
Commercial	
General (salaries, energy audits, marketing, website, etc)	$454,477.37
Small Business Program	$148,379.99
Lighting	$1,176,881.05
C&I Audits	$58,897.50
HVAC & Motors	$88,427.85
Washing Machine	$2,100.00
Customer Directed Rebate	$895,308.67
Commercial IT	$124,830.00
Renewable	

Residential PV	$176,867.16
Commercial PV	$996,623.10
Green Power Program	$23,716.25
City PV Project	$206,006.35
Low Income	
Rate Assistance Program (excludes discount on utility bill)	$26,360.30
R&D	
R&D	$84,106.17
Measurement & Verification and Regulatory Compliance	
Third Party EM&V	$74,129.01
Project M&V	$99,328.11
Regulatory Compliance	$8,040.74
City Energy Efficiency Loan Program Repayment	-$14,713.56
Total Expenditures*:	$5,234,740.64

*Does not include other utility funds spent on PV rebates and low income rate discount

Detailed Program Information

Santa Clara's municipal electric utility (dba Silicon Valley Power) is an enterprise of the City of Santa Clara, and was established in 1896. On a not-for-profit basis, Silicon Valley Power owns power generation facilities, has investments in joint ventures that produce electric power, and trades power on the open market. These efforts are directed toward ensuring its retail customers—the citizens, organizations and business of the City of Santa Clara—a highly reliable source of electric power at low, stable rates.

At the end of 2012, the utility had 52,285 meters with a peak demand of 471.1 megawatts. 84% of these customers were residential, but only 8.1% of power sales were to residents. Over 88% of sales went to 1,768 industrial customers (as defined by rate schedule).

Santa Clara customers enjoyed almost twice the amount of renewable energy in their mix during 2012 than those receiving the state's average power mixture during 2011. SVP's 2012 power mix consisted of 25.9% percent eligible renewable resources, compared to 14.0 % statewide and, when large hydroelectric resources are included, SVP's power mix consisted of 38.3% carbon free, as compared to 27.0% for the statewide mix.

SVP's Public Benefit Programs are separated into residential and business programs, with the majority of funding toward the business sector. This is due to the fact that the programs are required by City Council policy to be spent in the customer class from which the funding is received. This results in program funding less than 10% from the residential class. Total PBC funds are

about $7.7 million per year. Residential programs include rate assistance for low-income customers, energy efficiency rebates (refrigerators, whole house fans, attic insulation, window air conditioners, ceiling fans, solar attic fans, electric hot water heat pumps, and lighting), solar electric installations, energy audits, and programs for schools and libraries. Business programs include energy audits, installation management for small companies, rebates for a wide variety of equipment (lighting, air conditioning systems, chillers, programmable thermostats, washing machines, variable frequency drives, new construction, photovoltaic systems and customized installations), third party-implemented programs (data center air flow optimization) and design and construction assistance. Over 331.4 million kilowatt hours in first year savings (gross, not net) alone have been achieved since 1998.

Due to the fact that the vast majority of SVP's energy efficiency programs come from its large commercial and industrial customers, the greatest percentage of savings from programs that are calculated based on actual metered pre- and post-savings. These large, unique projects also result in "lumpy" savings levels, depending on the projects being completed at customer sites and their implementation budgets. PBC funds that were collected but not spent are collected in a special fund for spending on programs in future years.

In an analysis of programs for fiscal year 2012-2013, the total programs were found to be cost effective. The total resource cost test found that the program package had a benefit cost ratio of 1.63. Programs are developed in consultation with customer groups, especially the largest customers. The City Council approves the programs, as well as goals and objectives. An annual report is made to the City Council on the previous year's fiscal data. Once the City Council has approved the report, it is placed on the utility's website for any interested customers. The goals and objectives of the programs, as well as specific financial and energy saving data are listed in detail in the following pages.

Program Summaries

All Programs for FY 2012 to 2013

Current Commercial Customer Programs:

- Business Audits: Free energy efficiency audits to business customers.
- Rebates: A comprehensive portfolio of energy efficiency rebates (for purchase and installation of energy efficient lighting, air conditioners, motion sensors, programmable thermostats, new construction, and customized energy-efficiency installations).
- Data Center Efficiency Program: The program is targeted to data centers with IT server loads greater than 350 kW or IT cooling loads greater than 100 tons. This program provides unique opportunities for energy-efficiency projects that may not otherwise fit into our standard rebate and customer assistance offerings.
- Data Center Airflow Optimization Program: This program targets data centers up to 15,000 sf located within office buildings or other space. Airflow optimization is a cost-effective ways to save energy in this market segment where the data center may be a small percentage of the total facility square footage, but is a large percentage of the energy use.
- Business Energy Information: Management information on energy usage through 15-minute interval meters, Itron's 'EEM Suite' software, training, and other sources.
- Controls Rebate Pilot Program: This is a performance-based incentive for controls systems under a pilot rebate program. The incentive requires demonstrated energy savings over a 5 year period and will make payments annually upon submission of a verification report.
- Energy Innovation Program: This program encourages businesses to demonstrate new products and product applications not yet commercially viable in today's marketplace, install energy efficient technologies not generally known or widely accepted, yet show potential for successful market growth, successfully apply energy efficiency solutions in new ways, or

introduce energy efficiency into industries or businesses that are resistant to adopting new technologies or practices.

- LEED Rebate for Energy Efficient Building Design: If your building meets LEED criteria and exceeds Title 24 energy requirements by at least 10 percent, you can get a rebate of up to $47,500.
- Business Solar Photovoltaic Rebate: Provides financial incentives for the installation of solar systems at business sites. Rebate structure is designed to decline over time as more PV is installed in SVP's service territory, similar to the California Solar Initiative program. Businesses can receive rebates that started at $3.00 per output watt up to a total of $300,000 per customer for systems up to 100 kW. (Current rebate level at the time of this report is $1.10 per watt.) Businesses installing systems between 100kW and 1 MW are eligible for a Performance Based Incentive starting at $0.40 per kWh. Current rebate level at the time of this report is $0.15 per kWh.) Businesses are required to complete an energy audit in order to receive a rebate, as is the case with the statewide California Solar Initiative.

Current Residential Customer Programs:

- Residential In-Home Energy Audits and Education: Through this technical support program SVP staff provides on-site audit analysis, energy efficiency recommendations and distributes energy saving items ("lime lite" night lights and switch plate thermometers). The Solar Explorer and the SVP information booth participate in major city events, providing education on energy efficiency and solar electric generation systems.
- Residential Appliance Rebates: Rebates encourage residents to purchase and install ENERGY STAR® labeled refrigerators or window AC units and recycle their old units.
- Energy Star Ceiling Fan Rebates: Provides a rebate of $35 per fan (up to three fans per residence) for the installation of Energy Star ceiling fans.
- Electric Heat Pump Water Heater: Provides a rebate of up to $1,000 for replacing an existing electric water heater with an Energy Star Heat Pump Water Heater.
- Solar Attic Fan Rebates: This program encourages customers to cool the attic space with a solar attic fan. By reducing the attic temperature, the insulation is more effective at stopping heat from entering the home, thereby reducing the need to cool the living space.
- Whole House Fan Rebates: This program encourages customers to cool their home off in the evening with a whole house fan. By drawing in cool outside air and exhausting the hot air accumulated during the day, this reduces the need to cool the living space when customers arrive home in the evening.
- Residential Attic Insulation Rebates: These rebates encourage the installation of attic insulation by providing incentives for both single-family and multi-family units. All homes are inspected to ensure installation has been completed.
- LED Light Bulb Rebates: SVP offers a $15 rebate per Energy Star LED bulb, up to a maximum of 6 bulbs per household.
- Neighborhood Solar Program: SVP customers have the option to pay into a special fund to support the installation of solar electric systems at non-profit community buildings. The third installation is located at the Bill Wilson Center and was completed in the Fall of 2010.
- Rate Assistance Program: Qualified low-income customers receive a discount on their electric bill (low-income program).
- Low Income Refrigerator Replacement Program: This program replaces old, inefficient refrigerators with new Energy Star refrigerators for qualifying low income customers at no cost to the customer.
- Low Income Holiday LED Light Exchange: This program allows qualifying low income customers to exchange up to 10 strands of working incandescent holiday light strings with energy-efficient LED holiday light strings at no cost to the customer. Old incandescent string cords are cut and the strings are then recycled with a local recycler to ensure that they are not used again.

- Refrigerator & Room Air Conditioner Recycling: Rebate for recycling old refrigerators and room air conditioners.
- Residential Solar Photovoltaic Rebate: Provides significant financial incentive to residential customers for installation of solar systems. Customers receiving the rebate are required to also complete an energy audit, as is the case with the statewide California Solar Initiative. The rebate started at $4.50 per watt and under a declining scale similar to the California Solar Initiative program, and is currently at $1.75 per watt, up to a maximum system size of 10 kW.

Current Community Programs:

- Public Facilities' Energy Efficiency Program: SVP provides technical assistance and financial incentives for the expansion, remodel, and new construction of City of Santa Clara buildings. Included in this program are higher levels of rebates for qualifying equipment, energy management assistance, and a small budget for retro commissioning.
- City Facilities Energy Efficiency Loan Program – this program provides loans for approved energy efficiency measures implemented at City of Santa Clara facilities. Loans are paid back via the utility bill through the reduction in energy consumption.

SVP Energy Saved: Actual

Actual Savings FY 12-13

Resource Savings Summary					Cost of Efficiency	
	Net Demand Savings (kW)	Net Coincident Peak Savings (kW)	Net Annual Energy Savings (kWh)	Net Lifecycle Energy Savings (kWh)	Utility ($/kWh)	Total Resource ($/kWh)
TOTAL EE PORTFOLIO	**4,514**	**4,068**	**26,115,043**	**333,531,460**	**0.03**	**0.08**
Res Clothes Washers	1	1	264	3,162	0.53	1.20
Res Cooling	1	1	1,796	21,449	1.22	1.73
Res Dishwashers						
Res Electronics						
Res Heating						
Res Lighting	6	1	30,830	291,285	0.45	0.52
Res Pool Pump			221	2,215	0.42	0.45
Res Refrigeration	56	56	258,947	1,454,981	0.33	0.34
Res Shell	8	8	7,603	152,054	0.80	1.05
Res Water Heating			6,136	61,361	0.34	0.36
Res Comprehensive						
Non-Res Cooking						
Non-Res Cooling	29	15	20,904	313,560	0.18	0.27
Non-Res Heating						
Non-Res Lighting	1,131	927	6,621,696	70,258,821	0.03	0.07
Non-Res Motors						
Non-Res Pumps						
Non-Res Refrigeration						
Non-Res Shell						
Non Res Process	1,026	1,026	6,109,124	94,206,843	0.02	0.08
Non Res Comprehensive						
T&D						
Other						
Total	**2,257**	**2,034**	**13,057,521**	**166,765,730**	**.03**	**.08**

TRC is Total Resource Cost Test where a score greater than 1 equals benefits are greater than costs for the entire utility system.

TRC for FY 12-13 Programs is 1.63

SVP Program Specific Measurement & Verification Methodologies

Program	Planned or Actual	M&V Methodology	Explanation
RESIDENTIAL PROGRAMS at Silicon Valley Power			
ENERGY STAR® Refrigerator Rebate	Both	KEMA Report	Unit replacements are tracked by customer name, address, appliance, and date
Recycle Refrigerators	Both	PG&E Work Papers	Energy savings for replacing a working refrigerator are greater than for comparisons between a new appliance and an ENERGY STAR qualified one.
Low Income Refrigerator Giveaway	Both	PG&E Work Papers	Energy savings for replacing a working refrigerator are greater than for comparisons between a new appliance and an ENERGY STAR qualified one.
Rate Assistance Program	Both	N/A	No direct savings calculated.
Attic insulation rebate	Both	KEMA Report	Unit replacements are tracked by customer name, address, and date. 100% of installations are verified.
Multi-family attic insulation rebate	Both	KEMA Report	Unit replacements are tracked by customer name, address, and date. 15% of installations are verified.
Recycle Home Window AC's	Both	NCPA Analysis	DEER report appears inaccurate. NCPA developed better methodologies to track home ac.
ENERGY STAR® Window AC Rebate	Both	SCE Workpapers with formula adjusted for Climate Zone 4	Unit replacements are tracked by customer name, address, appliance, and date
ENERGY STAR® Ceiling Fan Rebate	Both	KEMA Report	Unit installations are tracked by customer name, address, appliance, and date
Solar Attic Fan Rebate	Both	KEMA Report	Unit replacements are tracked by customer name, address, equipment , & date; 100% of installations are verified.
ENERGY STAR Electric Heat Pump Water Heater Rebate	Both	Custom Calculation, EPA Data	Unit replacements are tracked by customer name, address, equipment , & date; 100% of installations are verified.
LED Light Bulb Rebate	Both	Custom Calculation	Unit replacements are tracked by customer name, address, equipment , & date.
Whole House Fan Rebate	Both	KEMA Report	Unit replacements are tracked by customer name, address, equipment , & date; 100% of installations are verified.
Residential Home Energy Audit	Both	KEMA Report	Minor savings attributed to behavioral changes
Residential Hot-Line	Both	N/A	No direct savings calculated.
Residential EE Training	Both	N/A	No direct savings calculated.

BUSINESS PROGRAMS at Silicon Valley Power			
Small Business Efficiency Services Program	Both	Savings tracked by rebate	No direct savings calculated.
On-site Energy Audits	Both	Savings tracked by rebate	No direct savings calculated.
Custom Energy Audits	Both	Savings tracked by rebate	No direct savings calculated.
Prescriptive Rebates	Both	KEMA & Customized	Unit replacements are tracked by equipment type, customer name, address, and date. For methods not included in KEMA, M&V procedures have been developed.
Washing Machine Rebate	Both	PG&E Work Papers	Fund a rebate for commercial washing machine replacement through the Santa Clara Valley Water District.
Customer Directed Rebates	Both	Customized	Unit replacements are tracked by equipment type, customer name, address, and date. M&V procedures have been developed.
New Construction Rebates	Both	Customized	Unit replacements are tracked by equipment type, customer name, address, and date. For methods not included in KEMA, M&V procedures have been developed.
Energy Design Assistance	Both	N/A	No direct savings calculated.
Bright Start Initiative	Both	N/A	No direct savings calculated.
Training, Website, and Promotion	Both	N/A	No direct savings calculated.
Public Facility Energy Efficiency Assistance Program	Both	KEMA	Tracked based on actual rebate.
Energy Innovator Grant	Both	Customized	Unit replacements are tracked by equipment type, customer name, address, and date. M&V procedures have been developed.

RENEWABLE PROGRAMS at Silicon Valley Power			
Solar PV Buydowns (residential & business)	Both	KEMA, adjusted for actual size and cost	All systems are checked and must pass inspection. Interconnection agreements are approved.
Neighborhood Solar Program	Both	KEMA, adjusted for actual size and cost	All systems are checked and must pass inspection. Interconnection agreements are approved.
Habitat for Humanity PV Systems	Both	KEMA, adjusted for actual size and cost	All systems are checked and must pass inspection. Interconnection agreements are approved.
City PV Project	Both	KEMA, adjusted for actual size and cost	All systems are checked and must pass inspection. Interconnection agreements are approved.

NCPA Geothermal Recharge	Not included in PBC budget, but expenditures are allowed to be included in total percent spent	N/A	The majority of the costs for this project is not included in the PBC budget, but is included as renewable expenses in the normal utility operations budget.

Background of the Public Benefit Programs

The California electric restructuring legislation signed into law on September 23, 1996, AB 1890, requires that investor owned utilities (IOUs) and POUs establish a non-bypassable usage-based charge to fund investments in energy-related PBC programs. AB 995, signed into law September 30, 2000, extended funding for PBC programs to January 1, 2012 for Investor Owned Utilities. No sunset date was set for Public Power Utilities.

AB1890 and AB995 mandated that each POU must collect and spend a percentage of annual revenues on PBC programs. Specifically, "each local publicly owned electric utility shall establish a non-bypassable, usage based charge on local distribution service of not less than the lowest expenditure level of the three largest electrical corporations in California on a percent of revenue basis, calculated from each utility's total revenue requirement for the year ended December 31, 1994, and each utility's total annual public benefit programs expenditures." CMUA has determined this amount to be a floor of 2.85% of annual revenues. These funds are to support programs that provide:

(1) Cost-effective demand-side management services to promote energy-efficiency and energy conservation;

(2) New investment in renewable energy resources and technologies consistent with existing statutes and regulations, which promote those resources and technologies;

(3) Research, development and demonstration programs for the public interest to advance science or technology which is not adequately provided by competitive and regulated markets;

(4) Services provided for low-income electricity customers, including but not limited to, targeted energy efficiency service and rate discounts;

AB995 extended the mandate with for low-income programs. SB 1037 further required the POUs to report on their energy efficiency program effectiveness to the CEC and to customers. This report meets the requirements of that legislation.

On September 29, 2005, Governor Schwarzenegger signed Senate Bill 1037 into law, establishing several important policies on energy efficiency. Among the provisions of the law is a statewide commitment to cost-effective and feasible energy efficiency, with the expectation that all utilities consider energy efficiency before investing in any other resources to meet growing demand.

This report complies with Section 6 of Senate Bill 1037, which requires each publicly-owned utility to:

> "Report annually to its customers and to the State Energy Resources Conservation and Development Commission, its investment in energy efficiency and demand reduction programs. A report shall contain a description of programs, expenditures, and expected and actual energy savings results."

Also, the Governor signed AB 2021 on September 29, 2006, which requires local publicly owned electric utilities (POUs), on or before June 1, 2007, and every 3 years afterwards, to identify all potentially achievable cost-effective electricity efficiency savings and to set annual targets for energy efficiency savings and demand reduction over 10 years. The bill also requires POUs to

report those targets to the California Energy Commission (CEC) within 60 days of adoption. POUs must make an annual report to customers and the CEC on energy efficiency investments, programs, expenditures, cost-effectiveness, and results, as well as an annual report to the CEC on efficiency investment funding, cost-effectiveness methodologies, and an independent evaluation of programs. The CEC is to include a summary of the utility-reported information and a comparison of each utility's energy efficiency targets and actual results in its integrated energy policy report (IEPR). The bill requires the CEC, if it finds that improvements can be made by a POU in setting or meeting targets, to provide recommendations to the local POU, the Legislature, and the Governor on those enhancements.

Thirty-nine POUs have submitted coordinated data in compliance with the legislation.

The California Municipal Utilities Association (CMUA), in partnership with the Northern California Power Agency (NCPA) and the Southern California Public Power Authority (SCPPA) began a collaborative effort in October 2005 and invested approximately $150,000 to develop an Excel-based evaluation tool that can be used to measure energy efficiency program effectiveness and to report program savings in a consistent and comprehensive manner. The tool was completed August 2006 and is the key driver for the results in this report.

Public Benefit Program Administration

Designing and implementing PBC Programs is a major effort. SVP staff has applied significant resources–both staff and funding—to the creation and deployment of meaningful Programs.

SVP is required to, at a minimum, do the following in the Public Benefit Program:

- Identify potential Public Benefit Programs
- Assess the potential costs, benefits and resource ramifications of Program implementation
- Assess customers' willingness to participate in the program
- Verify that Public Benefit Programs qualify under AB 1890 guidelines
- Balance individual program expenditures against overall utility PBC Program goals
- Develop budgetary justifications for program expenditures
- Market the program to target customer segments
- Administer programs and track expenditures
- Monitor customer acceptance and satisfaction
- Modify programs as necessary for participation and funding

Energy Efficiency Conservation Block Grant (EECBG) Programs

The City of Santa Clara was awarded $1,180,900 in stimulus funds under the EECBG funding opportunity. These programs were administered under the municipal electric utility, Silicon Valley Power, and the money was spent on the following programs:

- Retrocommissioning (RCx) of City Facilities
- LED Pedestrian Signal Retrofits
- A Photovoltaic System on a park facility at Henry Schmidt Park
- LED Lighting retrofits at various locations around the City of Santa Clara
- A Low Income & Multi-family Weatherization Program

The grant period ended in December 2012 and all projects were successfully completed by that time.

Measurement and Verification of Public Benefits Programs

In 2005 legislation requiring the reporting of program involvement and effectiveness by publicly owned utilities (POU) to the California Energy Commission (CEC) was passed (SB 1037). SVP staff worked with other POUs, NCPA staff, and the Southern California Public Power Agency (SCPPA) to develop unified reporting methodologies and formats.

NCPA first contracted with KEMA Inc. to develop measure information for all POU energy efficiency projects. Using existing resources as much as possible, KEMA created summaries for all of the measures on a list of NCPA utility energy efficiency projects. To keep costs down, existing reports were leveraged and summarized in a simplified manner more usable for NCPA and SCPPA members than the complex reporting mechanisms used by the investor owned utilities (IOU's). The primary resources were the statewide Database for Energy Efficient Resources (DEER) and PG&E's work papers. In addition to these sources, KEMA used several other resources to assist with the project. NCPA utilities also worked to upgrade the residential air conditioning information from what was in DEER based on engineering analyses and actual installations at utilities in California.

DEER is a CEC and California Public Utilities Commission (CPUC) sponsored database with support and input from the IOUs and other interested stakeholders. The DEER database includes detailed information on many energy efficiency measures. The results include the gross impacts, incremental cost, and the equipment's useful life. The results include engineering calculations, building simulations, measurement studies and surveys, econometric regressions, or a combination of approaches. The objectives and focus of the DEER data is to serve as a centralized source of information for planning and forecasting issues for the energy efficiency programs that are provided to customers across the state. DEER has been designated by the CPUC as its source for deemed and impact costs for program planning.

The PG&E work papers are the documents that PG&E has prepared to document all of its measure savings calculations related to its energy efficiency programs. The work papers are a huge set of details that PG&E uses to defend energy savings assumptions. The papers are filed on a regular basis with the CPUC. The KEMA report uses the 2005 version of the PG&E work papers. The work papers typically include measures not in the DEER database or new to their programs.

The KEMA report provides prescriptive savings for most of the measures. Some measures are considered custom, and savings are calculated individually for each unique project. When a particular utility has used a custom savings approach, its staff has carefully and thoroughly documented that savings analysis methodology.

Once the KEMA report was completed, NCPA contracted with Energy & Environment Economics (E3) to develop a cost-effectiveness model for the member utilities to use. This model is adapted and simplified from a similar one developed by E3 for the IOU's in their program cost-effectiveness analysis. This summary report was sent to CEC staff to meet the reporting requirements of SB1037.

Over time, the KEMA deemed savings data has become outdated and where updates to the data were done, the methodology was not transparent. In FY 12-13, SVP hired Energy & Resource Solutions to create a Technical Reference Manual (TRM) to provide deemed savings values for energy efficiency measures used in SVP's programs. This report was completed in early 2013 and the information was used to develop programs for FY 13-14. In addition, the data will be uploaded into the E3 calculator for reporting on the FY 13-14 programs. The TRM can be found at www.siliconvalleypower.com/TRM. NCPA member utilities, as well as some of the CMUA and SCPPA member utilities have found value in SVP's TRM and have decided to expand upon it to create a state-wide Publicly-Owned Utility (POU) TRM. The statewide TRM will incorporate the data in SVP's TRM and replace it in mid-2014.

AB 2021 requires each utility in California to utilize a third party for Evaluation, Measurement & Verification (EM&V) of its energy efficiency programs. NCPA issued an RFP for these services for its members and identified two qualified organizations. SVP elected to contract with Summit Blue Consulting for EM&V of its energy efficiency programs and a sampling of project implementations. The first evaluation report was complete in March 2009 for the FY 2007/2008 program year and the second in March 2010 for the FY 2008/2009 programs. The third evaluation report was completed in March 2011 for FY 2009/2010 programs and was prepared by Navigant Consulting, who acquired Summit Blue. Evaluation for the FY 2010/2011 programs was conducted by The Cadmus Group, Inc. and the report was completed in January 2012 and Cadmus completed evaluation of the FY 2011/2012 programs in March 2013. Based on the results of the FY 2011/2012 report, SVP made some significant changes to several of its programs, including a lighting calculator used for all commercial lighting retrofits in order to capture the true energy savings, and a performance incentive paid out over multiple years for the Data Center Efficiency Program rebate. For the current evaluation, SVP has contracted with Cadmus to look at its former Retrocommissioning pilot program to determine the persistence of the energy savings and make recommendations in order to bring this back as a program offering.

The reports are available for public viewing on NCPA's website at http://www.ncpa.com/current-issues/energy-efficiency-em-v-reports.html

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-2

Date: February 14, 2014

To: City Manager for Council Action

From: Chief of Police

Subject: Approval to Accept Gifts to the City: A Standard Kimono/Semi-Training Weight K-9 Bite Suit valued at $1,365 and a K-9 Behavior Shaping Device (BSD) valued at $660, to be donated by the W.F. and Marie A. Batton Foundation; and to Authorize Transmission of a Letter of Appreciation

EXECUTIVE SUMMARY:

The W.F. and Marie A. Batton Foundation was established by Marie A. Batton after the passing of her husband, W.F. Batton. Mr. Batton developed the first major office complex in Santa Clara for the Dysan Corporation. After his success in this venture, he branched out to develop other properties throughout the Peninsula. After Mr. Batton's passing, the company was led by David Balzer, who strongly believed in helping local police departments, specifically their canine programs. Since David Balzer's passing, the company is now run by his son, Ryan Balzer.

Each year the W.F. and Marie A. Batton Foundation (consisting of family members) meets to determine the distribution of their annual gifts. This year the Foundation has decided to purchase $2,125 of K-9 equipment for the Santa Clara Police Department.

The W.F. and Marie A. Batton Foundation would like to donate a Standard Kimono/Semi-Training Weight K-9 Bite Suit valued at $1,365. In addition, the Foundation would like to donate a K-9 Behavioral Shaping Device valued at $660. With Council approval, both items will be purchased and used to train current Police canines.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Acceptance of this donation would allow the City to enhance the level of training to the canine unit. This would occur at little or no expense to the City. There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

There is no additional cost to the City other than staff time and expense.

RECOMMENDATION:

That the Council:

1. Accept the donation of a Standard Kimono/Semi-Training Weight K-9 Bite Suit and a K-9 Behavior Shaping Device; and
2. Authorize the transmission of a letter of appreciation to the W.F. and Marie A. Foundation.

Michael J. Sellers
Chief of Police

APPROVED:

Julio J. Fuentes
City Manager

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MA-3

Date: February 13, 2014

To: City Manager for Council Action

From: Richard E. Nosky, Jr., City Attorney

Subject: Adoption of an Emergency Ordinance Extending a Moratorium on Smoking Lounges for a Period of One (1) Year

EXECUTIVE SUMMARY:

On March 12, 2013, the City Council adopted Ordinance No. 1902, instituting a forty-five (45) day moratorium on the establishment or operation of smoking lounges in the City of Santa Clara. The City enacted the moratorium to prevent unacceptable impacts on the public welfare caused by the operation of smoking lounges, and to give the City time to study the issue and prepare a more comprehensive regulatory process. On April 23, 2013, the Council adopted Ordinance No. 1905, extending the moratorium by a period of ten (10) months and fifteen (15) days.

Smoking lounges provide a venue for their patrons to smoke tobacco through a water pipe, or "hookah." California law prohibits the smoking of tobacco products in most restaurants, bars, and places of employment, but the law provides an exception for "private smokers' lounges." Smoking in these establishments is not prohibited by state law, but cities and counties are free to enact local regulations. The Santa Clara City Code requires such businesses to obtain a permit from the Fire Department prior to commencing operations, but there is currently no Planning Commission or City Council involvement in the approval process.

There is currently one smoking lounge operating in Santa Clara, there are at least seven operating nearby in San Jose, and there are at least two others in Sunnyvale. Residents and businesses within Santa Clara have expressed concern regarding the proliferation of such businesses, and the potential that if a new smoking lounge locates in Santa Clara, it could be located in close proximity to sensitive uses such as residential areas, places of worship, parks, and schools. Since the enactment of the moratorium, the City has received several inquiries about opening additional smoking lounges in the City. The moratorium applies to businesses that had not received permits prior to March 12, 2013.

The moratorium is scheduled to expire on March 11, 2014. If adopted, the proposed ordinance would extend the existing moratorium for a period of one (1) year, until March 11, 2015. This is the final extension of the moratorium, and no further extension may be adopted. This extension requires a six-sevenths (6/7) vote.

This agenda report was issued on February 14, 2014, in compliance with Government Code section 65858(d), which requires a report to be issued at least ten (10) days prior to the extension of a moratorium.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Prior to enactment of the moratorium, Chapter 8.37 of the Santa Clara City Code authorized the Fire Prevention Division to issue or deny permits for smoking lounges, but did not afford the Planning Commission or City Council any input into the approval process. The grounds for granting or denying permits were largely nondiscretionary and did not specifically evaluate neighborhood compatibility.

Since the adoption of the emergency ordinance, City staff has been continuing to research strategies taken by other jurisdictions to address the impacts of smoking lounges, as well as gathering information on the health impacts of smoking lounges.

For example, researchers at the University of California, Davis recently published a study concluding that "replacements" for tobacco smoke, such as hookah pipes, can be addictive gateways to cigarette smoking. Smoking hookah is growing in popularity among college-aged adults, and while it is commonly misperceived as a harmless recreational activity, the researchers concluded that it was significantly more hazardous than using cigarettes. Waterpipe use leads to deeper and longer inhalation of tobacco smoke than other forms of smoking. A typical one-hour-long hookah session consists of 200 puffs, compared to the cigarette's average of 20 puffs. Nicotine levels are reduced in waterpipe smoking, but the amounts of arsenic, chromium and lead — chemicals known to be carcinogens — are all significantly higher. (Michael Schivo et al, *Non-Cigarette Tobacco and the Lung*, CLINICAL REVIEWS IN ALLERGY AND IMMUNOLOGY, May 2013.)

A May, 2013 study at the University of California, San Francisco, concluded that compared to cigarette smokers, hookah users intake higher levels of carbon monoxide, hazardous to people to people with heart or respiratory conditions, and benzene, which is associated with leukemia risk. The study further observe that in addition to delivering toxic substances from the charcoal and tobacco, the heat in hookah smoke causes chemical reactions in the mixture that produces volatile organic compounds (VOCs) and polycyclic aromatic hydrocarbons (PAHs). Some PAHs are highly carcinogenic and can cause lung cancer. (Peyton Jacob et al, *Comparison of Nicotine and Carcinogen Exposure with Water Pipe and Cigarette Smoking*, 22 CANCER EPIDEMIOLOGY, BIOMARKERS & PREVENTION 765, May 2013.)

California cities have taken a variety of approaches in dealing with smoking lounges to date. Like Santa Clara, some cities have recently enacted moratoria to study the issue, such as Benicia, Union City, and Costa Mesa. Others have enacted outright bans, such as Escondido and Menifee. And still others take a middle ground, creating a regulatory scheme to restrict locations and hours of operation, such as Santa Cruz and Glendale. City staff are continuing to gather information on these different approaches, and will have a recommendation on a proposed course of action for the City Council later in 2014. Adoption of the proposed extension will allow staff to complete their research and prepare a comprehensive ordinance for Council consideration.

If the Council does not adopt the proposed ordinance, the moratorium will expire on March 11, 2014, at which point smoking lounges will again be able to locate in Santa Clara.

ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:
That the Council adopt the attached emergency ordinance extending the moratorium on the establishment of smoking lounges within the City by one (1) year.

Richard E. Nosky, Jr.
City Attorney

APPROVED:

Julio Fuentes
City Manager

Documents Related to this Report:
1) Emergency Ordinance Extending Moratorium

I:\COUNCIL\12.1696 Hookah Moratorium\Hookah Moratorium 2d Extension Agenda Report 2-13-14.doc

ORDINANCE NO. _____

AN EMERGENCY ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, EXTENDING A MORATORIUM ON SMOKING LOUNGES FOR ONE (1) YEAR

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

WHEREAS, Section 8.37.020 of "The Code of the City of Santa Clara, California" ("SCCC") provides for the operation of smoking lounges within the City, provided that they first obtain a permit from the Santa Clara Fire Prevention Division. The SCCC defines "smoking lounge" as a business establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances, including but not limited to establishments known variously as cigar lounges, hookah cafes, tobacco clubs, tobacco bars, etc.;

WHEREAS, on March 12, 2013, the City Council of the City of Santa Clara adopted Ordinance No. 1902 as an emergency ordinance, imposing a forty-five (45) day moratorium on the establishment and operation of such smoking lounges;

WHEREAS, on April 23, 2013, the City Council adopted Ordinance No. 1905 as an emergency ordinance, extending the moratorium by a period of ten (10) months and fifteen (15) days;

WHEREAS, unless the moratorium is again extended, Ordinance No. 1905 will expire by operation of law on March 11, 2014;

WHEREAS, Government Code section 65858 authorizes an extension of a moratorium to protect the public safety, health, and welfare through adoption of an interim ordinance prohibiting any uses that may be in conflict with a contemplated zoning proposal that the legislative body is studying or intends to study;

WHEREAS, the adverse health impacts of secondhand tobacco smoke are well-established and well-documented. Smoking lounges produce secondhand smoke that is far more concentrated than

cigarette smoke, and which has the potential to negatively affect both workers and patrons. Recognizing the health risks, numerous state laws have been adopted to prohibit smoking of tobacco (including through the use of hookah pipes) in enclosed places of employment (Labor Code § 6404.5) as well as prohibiting the sale of tobacco to those under 18 years of age (Penal Code § 308);

WHEREAS, still other state laws acknowledge the particular public health impacts of tobacco on minors. State law prohibits public school students from smoking or using tobacco products while on school grounds, while attending school-sponsored activities, or while under the supervision or control of school district employees (Educ. Code § 48901). State law also prohibits smoking in playgrounds and tot lots, and within 20 feet of the main entrances and exits of public buildings (Health & Safety Code § 104495);

WHEREAS, the California Department of Public Health has declared hookah tobacco smoking to be unsafe, observing that secondhand hookah smoke contains the same cancer-causing chemicals found in secondhand smoke from cigarettes, that the charcoal used in the tobacco heating process produces the toxin carbon monoxide, and that smoking hookah for 45-60 minutes can be equivalent to smoking 100 or more cigarettes;

WHEREAS, one smoking lounge is currently operating in Santa Clara, and there are at least seven smoking lounges operating nearby in San Jose and at least two others in Sunnyvale. Residents and businesses within the City have expressed concern regarding the proliferation of such establishments, and the potential that if a new smoking lounge locates in Santa Clara, it could be located in close proximity to sensitive uses such as residential areas, places of worship, parks, and schools;

WHEREAS, since the enactment of the moratorium, the City has received inquiries about potentially opening additional smoking lounges within the City;

WHEREAS, prior to the enactment of the moratorium, Chapter 8.37 SCCC authorized the Fire Prevention Division to issue or deny permits for smoking lounges, but the Planning Commission and City Council did not have any input into the process, and the grounds for granting or denying permits were largely nondiscretionary and did not specifically evaluate neighborhood compatibility;

WHEREAS, other California cities closely regulate the establishment and operation of smoking lounges within their communities with strict conditional use permit requirements;

WHEREAS, in order to better evaluate whether the City should implement a different review process or different standards for granting permits for smoking lounges, it is in the best interest of the citizens of the City of Santa Clara that the City extend the current moratorium and that all new applications for the establishment and operation of smoking lounges be held in abeyance;

WHEREAS, on February 12, 2014, in compliance with Government Code section 65090, the City published notice in the *Santa Clara Weekly* of a public hearing to be conducted on February 25, 2014, to consider the proposed extension;

WHEREAS, on February 14, 2014, in compliance with Government Code section 65858(d), the City issued a report describing the study and measures taken to date to alleviate the condition that led to the initial adoption of the moratorium;

WHEREAS, on February 25, 2014, in compliance with Government Code section 65858(a), the City Council held a duly noticed public hearing, at which time all interested persons were given an opportunity to present written and verbal testimony in support of and in opposition to the proposed extension; and,

WHEREAS, City Charter Section 811 provides for the adoption of an emergency ordinance, without procedures otherwise required for adoption of a zoning ordinance, when necessary to protect the public safety, health, and welfare, by a five-sevenths (5/7) vote of the legislative body. Government

Code section 65858 authorizes the City to adopt an interim urgency ordinance that extends an existing moratorium by a six-sevenths (6/7) vote of the legislative body. Adopting this emergency ordinance as an urgency measure to extend the moratorium on the establishment or operation of smoking lounges would be consistent with the requirements of the two laws.

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

SECTION 1: Moratorium extended. The City of Santa Clara hereby extends the existing moratorium on the establishment of smoking lounges within the City. For purposes of this Ordinance, the term "smoking lounge" shall have the definition set forth in SCCC 8.37.010.

SECTION 2: Moratorium defined. Notwithstanding any other ordinance or provision of the Santa Clara City Code, no application for a permit to establish or operate a smoking lounge in the City shall be approved during the term of the moratorium extended by Section 1 above. As used in this ordinance, the terms "establish or operate" includes the opening or commencement of the operation of a smoking lounge; the conversion of an existing business, facility, use, establishment, or location to a smoking lounge; or the addition of a smoking lounge to any other existing business, facility, use, establishment, or location.

SECTION 3: Moratorium term. This Ordinance shall expire, and the moratorium established hereby shall terminate on March 11, 2015, which is one (1) year after the previous date of expiration under Ordinance No. 1905.

SECTION 4: Hardship exemption. An application to establish or operate a smoking lounge may be approved during the term of the moratorium extended by Section 1 above if the applicant has obtained a hardship exemption from the City Council. Hardship exemption applications shall be filed in writing with the Director of Planning & Inspection and shall contain all documentation relied upon

to support the hardship claim. A hardship exemption application must be filed no later than fourteen (14) days in advance of a regular meeting of the City Council in order to be considered at such meeting; otherwise the application shall be considered at the following regular meeting. The City Council shall grant a hardship exemption upon making a finding that denial of the exemption and enforcement of the moratorium against the applicant's property would result in the applicant being deprived of all economically viable use of the property.

SECTION 5: CEQA finding. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance, and establishment of a moratorium hereby, may have a significant effect on the environment, because the moratorium will impose greater limitations on development in the City, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from formal review under the California Environmental Quality Act pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 6: Penalty. Violation of any provision of this Ordinance shall constitute a misdemeanor and shall be punishable by a fine not to exceed one thousand dollars ($1,000) or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 7: Legislative findings. The City Council finds that it is likely that the City will receive applications for the establishment of new smoking lounges in the near future. As detailed in the above recitals, prior to the enactment of the moratorium, the Santa Clara City Code allowed for the siting of smoking lounges with the approval of the Fire Prevention Division. Pursuant to this

authority, one smoking lounge has been operating within the City limits for a number of years. Several City residents have expressed concerns about this lounge as well as the potential for the proliferation of such establishments, and the possibility that they could locate in close proximity to sensitive uses like residential areas, places of worship, parks, and schools. Since the enactment of the moratorium, the City has received inquiries about potentially opening additional smoking lounges within the City. The Planning Commission, this City Council, and the people of Santa Clara require a reasonable, limited, yet sufficient period of time to consider and study legally appropriate and reasonable policies regulating smoking lounges. Given the time required to undertake the study and planning this situation calls for, the City Council finds that it is necessary that this moratorium be extended, to ensure that uses that may be in conflict with the contemplated new regulatory policies are not permitted in the interim. The City Council has the authority to adopt an emergency ordinance pursuant to City Charter Section 811 and Government Code section 65858 in order to protect the public health, safety, or welfare.

Accordingly, the City Council finds that there is a current and immediate threat to the public health, safety and welfare presented by the potential for new smoking lounges in the City. In the absence of immediate effectiveness, the approval of additional permits or any other applicable entitlements for smoking lounges will result in that threat to the public welfare. Due to the foregoing circumstances, it is necessary for the preservation of the public health, safety and welfare that this Ordinance takes effect immediately.

SECTION 8: 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 9: 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 10: Effective date. This ordinance is declared to be an urgency ordinance for preserving the public health, safety and welfare and shall take effect and be enforced immediately upon adoption.

PASSED FOR THE PURPOSE OF ADOPTION this _____ 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: None

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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 PUBLIC HEARING

ADOPTING AN EMERGENCY ORDINANCE EXTENDING A MORATORIUM ON SMOKING LOUNGES

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 expessing 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: 2/12/2014

Dated at Santa Clara, California

This _____12TH day of _____FEBRUARY_____, 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).

CITY OF SANTA CLARA NOTICE OF PUBLIC HEARING
ADOPTING AN EMERGENCY ORDINANCE EXTENDING A
MORATORIUM ON SMOKING LOUNGES

NOTICE IS HEREBY GIVEN that the City of Santa Clara has fixed February 25, 2014, at 7:00 p.m., or as soon as the matter may be heard, in the City Hall Council Chambers, 1500 Warburton Avenue, Santa Clara, California, as the date, time and place of the Public Hearing on the adoption of an emergency ordinance. The ordinance would extend a City-wide moratorium on the establishment and operation of smoking lounges, as defined by Chapter 8.37 of the Santa Clara City Code. This would be the second and final extension of the moratorium, and it would expire one year after adoption.

At the above meeting you may be heard on this matter if you so desire. If you challenge this legislative action in court, you may be limited to raising only those issues you or someone else raised at the public hearing or in written correspondence delivered to the City at or prior to the close of the public hearing. Written comments on this item are encouraged to be submitted to the City Clerk's Office, City Hall, 1500 Warburton Avenue, Santa Clara 95050, by Wednesday afternoon of the week prior to the meeting so they can be included in the City Council packets. If you provide written materials after that time but prior to the meeting, they will be provided to the Council at the meeting.

Americans with Disabilities Act (ADA). 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. For more information, contact City's ADA office at 408-615-3000.

Rod Diridon, Jr, City Clerk
Pub.: 2/12/2014

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MA-4

Santa Clara All-America City 2001

Date: February 18, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Set March 18, 2014, for a Public Hearing to Consider the 2121 Laurelwood Road U-Haul Center Project

EXECUTIVE SUMMARY:

On January 15, 2014, the Planning Commission conducted a Public Hearing to consider a Mitigated Negative Declaration (MND), Rezoning, and Use Permit for a proposed U-Haul Center to be located at 2121 Laurelwood Road. On February 12, 2014, the Planning Commission adopted resolutions recommending that the City Council approve these items.

Pursuant to City Code Sections 18.110.070(b) and 18.112.050, the City Council should conduct a Public Hearing to consider the Commission's recommendations and take action on the Project. Staff is requesting that the Council set March 18, 2014, for the Public Hearing date so as to allow sufficient time for noticing and report preparation.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

None associated with this request.

ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:

That the Council set March 18, 2014, for a Public Hearing to consider the 2121 Laurelwood Road U-Haul Center Project.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report: None

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-5

Santa Clara All-America City 2001

Date: February 11, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval for Use of City Forces, Electric Department Estimates

EXECUTIVE SUMMARY:

It is requested that the City Council find that City Forces, supplemented by Public Works and Contract Labor, if necessary, can best perform the installation of the following electric facilities and approve the use of City Forces, therefore:

Estimate No:	33346
Title/Location	New Padmount Transformer, 1065 Memorex Drive
Type of Job:	Load Increase
Description of Work:	Install new padmount transformer to provide 480v power to existing customer

Estimated Cost:	$60,312.73	Customer/Developer Contribution:	$	60,312.73
		Salvaged Plant	$	.00
		Customer Service Charge	$	.00

RECOMMENDATION:

That Council approve the use of City Electric forces for the installation of facilities at 1065 Memorex Drive.

John C Roukema

John C. Roukema
Director of Electric Utility

APPROVED

Julio J. Fuentes
City Manager

Documents related to this report: None

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-6

Santa Clara All-America City 2001

Date: February 11, 2014

To: City Manager for Council Action

From: Director of Finance

Subject: Acceptance of the Monthly Financial Status Reports for December 2013

EXECUTIVE SUMMARY:

In compliance with the Charter of the City of Santa Clara, Article IX, Sections 904(d) and (h) and the State of California Government Code Sections 41004 and 53646, the following reports for December 2013 are submitted for your information and acceptance:

1. Summaries of Revenues and Expenditures (Operating and Capital Improvement Funds)
2. All Funds Cash Position
3. Summary of Portfolio
4. Summary Schedule of Investments
5. Investment Maturity Distribution
6. List of Securities Brokers and Dealers
7. Attachment A: Investment Inventory With Market Value

ADVANTAGES AND DISADVANTAGES OF ISSUE:

These reports provide monthly revenues and expenditures summaries and summary investment schedules.

ECONOMIC/FISCAL IMPACT:

Costs associated with the regular preparation of these reports are included in the General Fund Operating Budget.

RECOMMENDATION:

That the Council accept the Monthly Financial Status Reports for December 2013 as presented.

Gary Ameling
Director of Finance

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Monthly Financial Status Reports for December 2013

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CITY OF SANTA CLARA

MONTHLY FINANCIAL STATUS REPORTS

SUMMARIES OF REVENUES AND EXPENDITURES

ALL FUNDS CASH POSITION

SUMMARY OF PORTFOLIO

SUMMARY SCHEDULE OF INVESTMENTS

INVESTMENT MATURITY DISTRIBUTION

LIST OF SECURITIES BROKERS AND DEALERS

ATTACHMENT A: INVESTMENT INVENTORY WITH MARKET VALUE

December 2013

CITY OF SANTA CLARA

MONTHLY FINANCIAL STATUS REPORTS

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2	All Funds Cash Position	3
3	Summary of Portfolio	4
4	Summary Schedule of Investments	5
5	Investment Maturity Distribution Schedule	6
6	List of Securities Brokers and Dealers	7
7	Attachment A: Investment Inventory With Market Value	

CITY OF SANTA CLARA
OPERATING FUNDS
SUMMARY OF REVENUES AND EXPENDITURES
Fiscal Year 2013-2014
as of December 31, 2013

		EXPENDITURES			REVENUES		
Fund Description	Fund #	Appropriations[1]	Expenditures To Date	Unexpended Balance	Budgeted Resources [2]	Receipts and Net Transfers In/(Out) To Date [3]	Unrealized (Unanticipated) Revenue
General Fund	001	$ 156,005,624	$ 72,732,145	$ 83,273,479	$ 156,005,624	$ 63,100,949	$ 92,904,675
Downtown Parking Mtce.	025	173,083	101,552	71,531	173,083	161,869	11,214
Convention Center Mtce.	026	1,339,009	641,146	697,863	1,339,009	978,091	360,918
Public Facilities Corp. Debt	431	2,507,246	782,310	1,724,936	2,507,246	2,507,282	(36)
Debt Service	441	3,825,748	154,913	3,670,835	3,825,748	3,825,748	-
Vehicle Equipment	050	5,047,608	1,530,269	3,517,339	5,047,608	3,959,033	1,088,575
Automotive Services	053	4,116,450	2,034,485	2,081,965	4,116,450	2,060,089	2,056,361
Senior Nutrition Program	111	189,868	63,590	126,278	189,868	73,774	116,094
Communications Tech. Srv.	047	801,751	252,730	549,021	801,751	432,552	369,199
Communications Equip.	048	1,317,991	916,667	401,324	1,317,991	658,995	658,996
Electric Utility Funds	091/191	323,183,841	140,864,281	182,319,560	323,183,841	144,659,822	178,524,019
Electric Utility Debt	491	92,853,353	85,259,174	7,594,179	92,853,353	92,856,311	(2,958)
Water Utility Fund	092	30,775,194	14,597,791	16,177,403	30,775,194	17,474,235	13,300,959
Sewer Utility Fund	094	17,987,689	8,707,176	9,280,513	17,987,689	4,748,948	13,238,741
Cemetery	093	934,236	440,641	493,595	934,236	617,755	316,481
Solid Waste Utility Fund	096	19,804,675	8,581,884	11,222,791	19,804,675	9,556,396	10,248,279
Water Recycling Program	097	2,722,282	1,167,122	1,555,160	2,722,282	1,497,843	1,224,439
TOTAL		**$ 663,585,648**	**$ 338,827,876**	**$ 324,757,772**	**$ 663,585,648**	**$ 349,169,692**	**$ 314,415,956**

(1) - Budgeted appropriations include encumbered 6-30-13 appropriations plus FY13-14 appropriations.
(2) - Budgeted Resources include Estimated Revenues, Net Operating Transfers and Fund Beginning Balance.
(3) - Includes Actual Revenues, Net Operating Transfers and Budgeted Decreases (Increases) to Fund Reserves.

CITY OF SANTA CLARA
CAPITAL IMPROVEMENT FUNDS
SUMMARY OF REVENUES AND EXPENDITURES
Fiscal Year 2013-2014
as of December 31, 2013

		EXPENDITURES			REVENUES		
Fund Description	Fund #	Appropriations[1]	Expenditures To Date	Unexpended Balance	Budgeted Resources[2]	Receipts and Net Transfers In/(Out) To Date [3]	Unrealized (Unanticipated) Revenue
Street Beautification	531	$ 732,972	$ 33,821	$ 699,151	$ 732,972	$ 82,972	$ 650,000
Parks & Recreation	532	2,570,511	114,311	2,456,200	2,570,511	1,790,004	780,507
Streets & Highways	533	10,528,193	3,009,712	7,518,481	10,528,193	4,547,859	5,980,334
Section 2105 Gas Tax	521	629,621	245,900	383,721	629,621	550,671	78,950
Major City Streets	522	3,546,912	361,732	3,185,180	3,546,912	3,153,486	393,426
Section 2103 Gas Tax	523	2,064,436	-	2,064,436	2,064,436	2,526,902	(462,466)
Select City Streets	524	1,566,659	244,351	1,322,308	1,566,659	1,489,998	76,661
Traffic Mitigation	525	14,566,867	179,874	14,386,993	14,566,867	12,267,351	2,299,516
Street Lighting	534	436,862	62,229	374,633	436,862	221,651	215,211
Storm Drain	535	3,554,934	281,664	3,273,270	3,554,934	3,492,237	62,697
Fire	536	684,307	73,227	611,080	684,307	644,809	39,498
Library	537	570,859	-	570,859	570,859	570,859	-
Public Buildings	538	2,200,118	122,067	2,078,051	2,200,118	2,201,821	(1,703)
General Govmnt - Other	539	12,431,888	2,991,146	9,440,742	12,431,888	12,324,637	107,251
Community Services	562	4,482,225	861,446	3,620,779	4,482,225	537,108	3,945,117
Electric Utility	591	96,277,300	8,826,689	87,450,611	96,277,300	76,853,359	19,423,941
Water Utility	592	13,790,768	2,263,306	11,527,462	13,790,768	13,269,653	521,115
Cemetery	593	98,900	-	98,900	98,900	98,900	-
Sewer Utility	594	45,527,912	5,401,319	40,126,593	45,527,912	33,862,548	11,665,364
Solid Waste Utility	596	756,798	255,096	501,702	756,798	744,529	12,269
Water Recycling Prgm.	597	750,000	5,116	744,884	750,000	750,000	-
University Project Area CIP	938	4,255,629	4,255,629	-	4,255,629	4,255,629	-
Bayshore North Proj Area CIP	939	43,401,973	33,532,304	9,869,669	43,401,973	43,322,883	79,090
TOTAL		**$ 265,426,644**	**$ 63,120,939**	**$ 202,305,705**	**$ 265,426,644**	**$ 219,559,866**	**$ 45,866,778**

(1) - Budgeted appropriations include unexpended 6-30-13 appropriations plus FY13-14 appropriations, and exclude unallocated appropriations.

(2) - Budgeted Resources include Estimated Revenues, Net Operating Transfers and Fund Beginning Balance.

(3) - Includes Actual Revenues, Net Operating Transfers and Budgeted Decreases (Increases) to Fund Reserves.

CITY OF SANTA CLARA
ALL FUNDS - CASH POSITION
as of December 31, 2013

TOTAL - ALL FUNDS CASH POSITION

Cash - Active	$ 34,291,140
Savings & Investments	530,940,760
TOTAL	$ 565,231,900

DETAIL OF SELECTED FUND CASH BALANCES:

	ELECTRIC	WATER	SEWER	SELECTED CONTINGENCY RESERVE
Operating Cash	$ 62,168,987	$ 9,750,016	$ 9,907,277	
Construction Cash	67,913,305	13,937,871	33,590,126	
Replacement & Improvement		303,090	1,507,553	
Water Conservation		248,125		
Green House Gas	19,504			
Renewable Energy Reserve	688,124			
Rate Stabilization Fund Reserve	25,000,000			
Cost Reduction Fund Reserve	77,258,577			
DVR Power Plant Contracts Reserve	5,078,163			
Working Capital (Emergency) Reserve				$ 17,599,232
Capital Projects Reserve				9,755,109
Building Inspection Reserve				8,278,475
Non-Expendable Land Proceeds				90,086,005
TOTALS	$ 238,126,660	$ 24,239,102	$ 45,004,956	$ 125,718,821

CITY OF SANTA CLARA
SUMMARY OF PORTFOLIO

All securities held by the City of Santa Clara as of December 31, 2013 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Successor Agency of the Redevelopment Agency of the City of Santa Clara (SA), the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of December 31, 2013.

	BOOK VALUE	PERCENTAGE
City	$509,370,562	99.05%
SA	3,659,627	0.71%
SOSA	292,361	0.06%
HA	943,194	0.18%
Unrestricted	$514,265,744	100.00%
Restricted Bond Proceeds	16,675,016	
Total	$530,940,760	

Not shown above are the Stadium Authority funds held in separate bank accounts totaling $170,493.06 on December 31, 2013.

On December 31, 2013 the principal cost and market value of the City's unrestricted pooled cash portfolio were $514,265,744 and $510,561,850, respectively. In addition, the accrued interest was $2,929,252.

Investment Strategy and Market Update

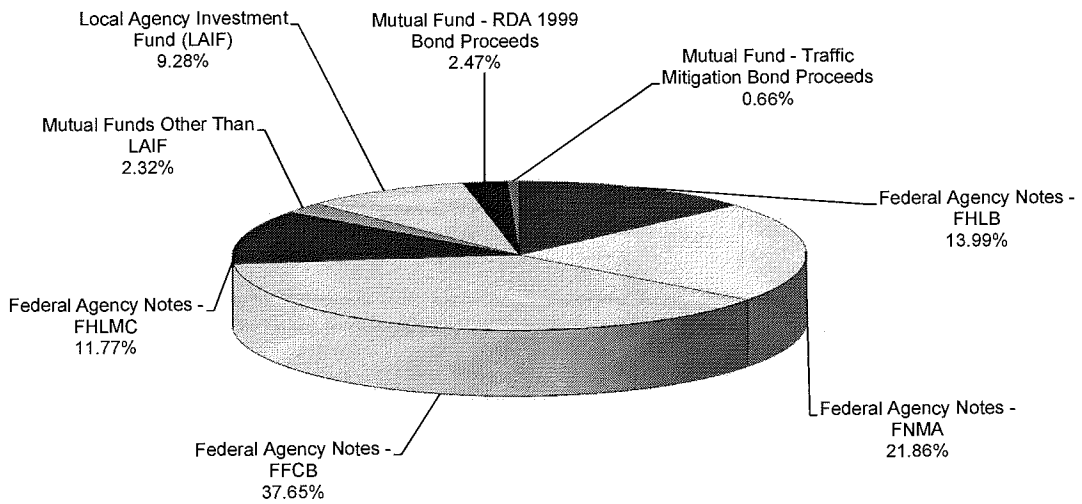
The City's investment strategy for December 2013 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides the liquidity to meet the City's cash needs and earns a reasonable portfolio return.

As of December 31, 2013, City's portfolio consists of approximately 85% of securities issued by four different Federal Agencies. In addition, to comply with the 1986 Tax Reform Act arbitrage regulations, a portion of the City's bond proceeds is invested in yield-restricted investments. These yield-restricted investments are not included in the calculation of the City's portfolio yield. The average maturity of the City's portfolio was 2.68 years and the City's portfolio yield vs. the 12-month average yield of two-year Treasury Notes was as follows:

PERIOD	CITY'S PORTFOLIO RETURN	BENCHMARK RETURN	AVERAGE DAYS TO MATURITY
December 2013	0.73%	0.30%	978
November 2013	0.74%	0.29%	993
December 2012	1.09%	0.27%	917

CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS DECEMBER 31, 2013

INVESTMENT TYPE	BOOK VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	$ -	0.00%	No Limit
Federal Agency Notes - FHLB	71,647,173	13.49%	No Limit
Federal Agency Notes - FNMA	116,743,290	21.99%	No Limit
Federal Agency Notes - FFCB	201,052,089	37.86%	No Limit
Federal Agency Notes - FHLMC	62,855,831	11.84%	No Limit
Corporate Notes	-	0.00%	15%
Mutual Funds Other Than LAIF	12,399,443	2.34%	10% Per Fund
Local Agency Investment Fund (LAIF)	49,567,919	9.34%	$50 M
Mutual Fund - Redevelopment Agency (RDA) 1999 Bond Proceeds	13,164,923	2.48%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	3,510,092	0.66%	No Limit
TOTAL INVESTMENTS	$ 530,940,760	100.00%	

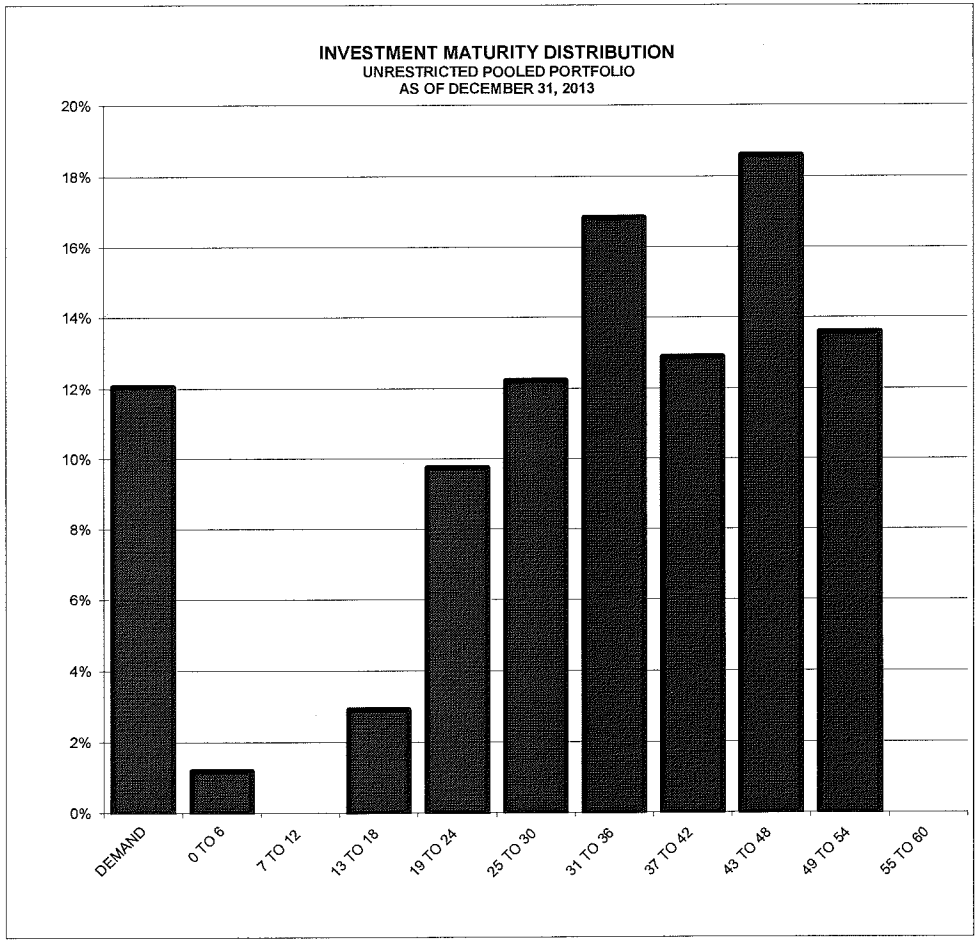


INVESTMENT MATURITY DISTRIBUTION
AS OF DECEMBER 31, 2013
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	BOOK VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	$ 61,967,361 (a)	3	12.05%
0 TO 6	6,032,611	2	1.17%
7 TO 12	-	0	0.00%
13 TO 18	15,007,025	2	2.92%
19 TO 24	50,147,028	5	9.75%
25 TO 30	62,859,303	6	12.22%
31 TO 36	86,578,227	9	16.84%
37 TO 42	66,193,951	7	12.87%
43 TO 48	95,621,209	10	18.60%
49 TO 54	69,859,029	7	13.58%
55 TO 60	-	0	0.00%
TOTAL	$ 514,265,744	51	100.00%

Average Maturity of Unrestricted Pool: 2.68 Years

(a) $20M is earmarked for the City's Electric Utility power-trading.



CITY OF SANTA CLARA

List of Securities Brokers and Primary Dealers in U.S. Government Securities and Mutual Funds

AIM Investment Co.

Dreyfus Institutional Services

Fidelity Investment Institutional Services Co.

Franklin's Institutional Fiduciary Trust

FTN Financial Securities Corp.

Gilford Securities, Inc.

Government Perspectives, LLC

Higgins Capital Management

Mischler Financial Group, Inc.

Morgan Keegan & Co., Inc.

All individual securities purchased by the City of Santa Clara from Securities Brokers/Primary Dealers are delivered to the City's safekeeping account with the Bank of New York Securities Safekeeping.

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 02/06/14 10:25:32

INVESTMENTS OUTSTANDING AS OF 12/31/13
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17060	FHLB MEDIUM TERM NOTES	3133XWKV0	25	1	2.3750	3,000,000.00	3,013,461.00	21,177.08	14,102.76
	01/11/10 03/14/14		25	000	2.4212	2,999,358.24	100.4487000000	IDC	
A 17058	FHLB MEDIUM TERM NOTES	3133XKTV7	25	1	4.8750	3,000,000.00	3,063,378.00	7,312.50	30,124.75
	01/20/10 06/13/14		28	000	2.5001	3,033,253.25	102.1126000000	IDC	
A 17173	FHLB MEDIUM TERM NOTES	313382K85	25	1	.4500	10,000,000.00	9,981,030.00	12,875.00	
	04/24/13 03/18/16		25	000	.3903	10,014,796.22	99.81030000000	IDC	-33,766.22
A 17178	FHLB MEDIUM TERM NOTES	3133834R9	25	1	.3750	10,000,000.00	9,966,070.00	729.18	
	05/14/13 06/24/16		25	000	.4502	9,981,391.03	99.66070000000	IDC	-15,321.03
SUBTOTAL (Inv Type) 21 FHLB MEDIUM TERM NOTES			4.94%(M)		1.1587	26,000,000.00	26,023,939.00	42,093.76	44,227.51
					.8932	26,028,798.74	100.0920730000		-49,087.25
A 17177	FHLB COUPON NOTES	313382V75	25	1	.4500	10,000,000.00	9,964,770.00	6,500.00	
	05/09/13 05/09/16		30	000	.4500	10,000,000.00	99.64770000000	IDC	-35,230.00
A 17176	FHLB Coupon Notes	3135G0WY5	25	1	.5500	10,000,000.00	9,934,000.00	7,180.56	
	05/14/13 11/14/16		25	000	.5387	10,003,336.33	99.34000000000	IDC	-69,336.33
A 17157	FHLB COUPON NOTES	3133817D1	25	1	.9800	5,660,000.00	5,568,857.02	7,087.58	
	11/15/12 11/15/17		25	000	.9800	5,660,000.00	98.38970000000	IDC	-91,142.98
A 17161	FHLB COUPON NOTES	313381LC7	25	1	.9500	10,000,000.00	9,770,540.00	791.67	
	12/28/12 12/28/17		25	000	.9500	10,000,000.00	97.70540000000	IDC	-229,460.00
A 17183	FHLB COUPON NOTES	313383EP2	25	1	1.2500	10,000,000.00	9,765,520.00	3,819.44	
	06/20/13 06/20/18		26	000	1.3538	9,955,038.34	97.65520000000	IDC	-189,518.34
SUBTOTAL (Inv Type) 22 FHLB COUPON NOTES			8.54%(M)		.8219	45,660,000.00	45,003,687.02	25,379.25	.00
					.8420	45,618,374.67	98.56260800000		-614,687.65
A 17170	FNMA COUPON NOTE	3136G1DY2	25	1	.4500	10,000,000.00	10,002,550.00	15,500.00	
	02/27/13 08/27/15		25	000	.4303	10,003,921.08	100.0255000000	IDC	-1,371.08
A 17112	FNMA COUPON NOTES	31398A4M1	25	1	1.6250	10,000,000.00	10,218,510.00	29,340.28	73,638.66
	12/13/11 10/26/15		26	000	.8851	10,144,871.34	102.1851000000	IDC	
A 17166	FNMA COUPON NOTE	3135G0TH6	25	1	.4800	10,000,000.00	9,985,080.00	20,266.67	
	01/29/13 01/29/16		25	000	.4867	9,998,332.42	99.85080000000	IDC	-13,252.42
A 17167	FNMA COUPON NOTE	3135G0SU8	25	1	.6000	6,905,000.00	6,868,790.18	10,932.92	
	01/14/13 09/26/16		25	000	.6206	6,900,802.57	99.47560000000	IDC	-32,012.39
A 17185	FNMA COUPON NOTE	3135G0XL2	25	1	.6500	10,000,000.00	9,911,450.00	22,388.89	35,844.10
	06/13/13 02/27/17		25	000	1.0417	9,875,605.90	99.11450000000	IDC	
A 17153	FNMA COUPON NOTES	3136G0X89	25	1	.7500	10,000,000.00	9,887,109.40	13,541.67	
	10/26/12 04/26/17		25	000	.7500	10,000,000.00	98.87109400000	IDC	-112,890.60
A 17182	FNMA COUPON NOTE	3136G1NU9	25	1	1.0000	10,000,000.00	9,933,060.00	3,333.33	
	06/19/13 06/19/17		25	000	1.0000	10,000,000.00	99.33060000000	IDC	-66,940.00
A 17141	FNMA COUPON NOTE	3136G0QM6	25	1	1.1000	10,000,000.00	9,907,650.00	51,944.44	
	07/11/12 07/11/17		25	000	1.0808	10,007,435.93	99.07650000000	IDC	-99,785.93
A 17144	FNMA COUPON NOTE	3135G0NF6	25	1	1.0000	10,000,000.00	9,898,350.00	36,111.11	
	08/21/12 08/21/17		30	000	1.0000	10,000,000.00	98.98350000000	IDC	-101,650.00
SUBTOTAL (Inv Type) 23 FNMA COUPON NOTE			16.43%(M)		.8611	86,905,000.00	86,612,549.58	203,359.31	109,482.76
					.8172	86,930,969.24	99.66348300000		-427,902.42

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 02/06/14 10:25:32

INVESTMENTS OUTSTANDING AS OF 12/31/13
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17184	FNMA MEDIUM TERM NOTE	3135G0XP3	25	1	.3750	10,000,000.00	9,930,690.00	18,333.33	21,108.23
	06/12/13 07/05/16		25	100	.6803	9,909,581.77	99.30690000000	IDC	
A 17156	FNMA MEDIUM TERM NOTE	3135G0PQ0	25	1	.8750	10,000,000.00	9,829,900.00	15,798.61	
	10/26/12 10/26/17		25	000	.9452	9,972,654.98	98.29900000000	IDC	-142,754.98
A 17180	FNMA MEDIUM TERM NOTE	3135G0WJ8	25	1	.8750	10,000,000.00	9,673,120.00	9,722.22	
	05/28/13 05/21/18		30	000	1.0350	9,930,083.84	96.73120000000	IDC	-256,963.84
SUBTOTAL (Inv Type) 24 FNMA MEDIUM TERM NOTE		5.58%(M)			.7088	30,000,000.00	29,433,710.00	43,854.16	21,108.23
					.8871	29,812,320.59	98.11236700000		-399,718.82
A 17082	FFCB MEDIUM TERM NOTES	31331KCR9	25	1	2.0500	5,000,000.00	5,102,275.00	37,868.06	91,520.21
	03/09/11 02/18/15		26	000	1.9001	5,010,754.79	102.0455000000	IDC	
A 17139	FFCB MEDIUM TERM NOTES	3133EANJ3	25	1	.5000	10,000,000.00	10,027,090.00	8,333.33	30,820.04
	06/13/12 05/01/15		25	000	.5252	9,996,269.96	100.2709000000	IDC	
A 17169	FFCB MEDIUM TERM NOTES	3133ECBB9	25	1	.4000	10,000,000.00	10,004,290.00	11,777.77	9,991.25
	01/29/13 09/15/15		25	000	.4287	9,994,298.75	100.0429000000	IDC	
SUBTOTAL (Inv Type) 26 FFCB MEDIUM TERM NOTES		4.77%(M)			.7707	25,000,000.00	25,133,655.00	57,979.16	132,331.50
					.7622	25,001,323.50	100.5346200000		
A 17168	FFCB COUPON NOTES	3133ECB86	25	1	.4200	10,000,000.00	10,000,970.00	8,866.67	
	01/18/13 10/15/15		25	000	.4002	10,003,936.60	100.0097000000	IDC	-2,966.60
A 17174	FFCB COUPON NOTES	3133ECM76	25	1	.4000	10,000,000.00	9,965,700.00	7,666.67	
	04/26/13 04/22/16		25	000	.4337	9,991,648.35	99.65700000000	IDC	-25,948.35
A 17142	FFCB COUPON NOTES	3133EAWZ7	25	1	.7900	10,000,000.00	10,000,510.00	37,305.56	510.00
	07/13/12 07/11/16		25	000	.7900	10,000,000.00	100.0051000000	IDC	
A 17147	FFCB COUPON NOTES	3133EAJ33	25	1	.7300	10,000,000.00	10,000,520.00	27,577.78	17,395.00
	08/16/12 08/15/16		25	000	.7873	9,983,125.00	100.0052000000	IDC	
A 17150	FFCB COUPON NOTES	3133EAZ76	25	1	.6900	10,000,000.00	9,989,460.00	18,208.33	
	09/26/12 09/26/16		26	000	.6900	10,000,000.00	99.89460000000	IDC	-10,540.00
A 17151	FFCB COUPON NOTES	3133EA2L1	25	1	.7200	10,000,000.00	9,944,890.00	800.00	
	09/27/12 12/27/16		25	000	.7309	9,997,530.61	99.44890000000	IDC	-52,640.61
A 17163	FFCB COUPON NOTES	3133ECBN3	25	1	.6500	9,790,000.00	9,741,001.05	707.06	
	01/08/13 12/27/16		26	000	.6628	9,786,300.88	99.49950000000	IDC	-45,299.83
A 17160	FFCB COUPON NOTES	3133ECAK0	25	1	.6700	10,000,000.00	9,897,120.00	18,797.22	
	12/20/12 03/20/17		25	000	.7083	9,986,836.88	98.97120000000	IDC	-89,716.88
A 17154	FFCB COUPON NOTES	3133EA4G0	25	1	.7000	10,000,000.00	9,887,740.00	15,555.56	
	10/12/12 04/11/17		25	000	.7396	9,986,390.07	98.87740000000	IDC	-98,650.07
A 17165	FFCB COUPON NOTES	3133EAE38	25	1	.8200	6,350,000.00	6,294,012.05	8,678.33	
	01/10/13 05/01/17		25	000	.8223	6,349,484.57	99.11830000000	IDC	-55,472.52
A 17175	FFCB COUPON NOTES	3133ECP40	25	1	.6400	10,000,000.00	9,855,140.00	9,244.44	
	05/09/13 05/09/17		25	000	.6527	9,995,633.13	98.55140000000	IDC	-140,493.13
A 17152	FFCB COUPON NOTES	3133EA4H8	25	1	.8200	10,000,000.00	9,865,300.00	38,722.22	
	10/12/12 07/11/17		25	000	.8407	9,991,912.29	98.65300000000	IDC	-126,612.29

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 02/06/14 10:25:32

INVESTMENTS OUTSTANDING AS OF 12/31/13
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17143	FFCB COUPON NOTES	3133EAZK7	25	1	.9700	10,000,000.00	9,937,780.00	42,302.78	
	07/24/12 07/24/17		25	000	.9700	10,000,000.00	99.37780000000	IDC	-62,220.00
A 17145	FFCB COUPON NOTES	3133EAF86	25	1	.9700	10,000,000.00	9,915,430.00	38,800.00	
	08/07/12 08/07/17		25	000	.9700	10,000,000.00	99.15430000000	IDC	-84,570.00
A 17149	FFCB COUPON NOTES	3133EAR26	25	1	.9700	10,000,000.00	9,886,220.00	31,255.56	
	09/05/12 09/05/17		25	000	.9772	9,997,201.53	98.86220000000	IDC	-110,981.53
A 17159	FFCB COUPON NOTES	3133EC7A6	25	1	.8200	10,000,000.00	9,753,390.00	4,327.78	
	12/12/12 12/12/17		25	000	.8405	9,992,004.38	97.53390000000	IDC	-238,614.38
A 17179	FFCB COUPON NOTES	3133ECQ56	25	1	1.0800	10,000,000.00	9,676,780.00	11,700.00	
	05/22/13 05/22/18		25	000	1.0852	9,997,753.29	96.76780000000	IDC	-320,973.29
A 17181	FFCB COUPON NOTES	3133ECQW7	25	1	1.2500	10,000,000.00	9,692,840.00	9,375.00	
	06/04/13 06/04/18		26	000	1.2707	9,991,007.67	96.92840000000	IDC	-298,167.67
SUBTOTAL (Inv Type) 27 FFCB COUPON NOTES		33.06%(M)			.7833	176,140,000.00	174,304,803.10	329,890.96	17,905.00
					.7981	176,050,765.25	98.95810300000		-1,763,867.15
A 17119	FHLMC COUPON NOTE	3134G3RV4	25	1	.8000	10,000,000.00	10,014,890.00	22,222.22	14,890.00
	03/21/12 09/21/15		25	000	.8000	10,000,000.00	100.1489000000	IDC	
A 17121	FHLMC COUPON NOTES	3134G3PE4	25	1	.8500	12,880,000.00	12,890,986.64	38,622.11	17,851.70
	02/29/12 02/24/16		25	000	.8717	12,873,134.94	100.0853000000	IDC	
A 17155	FHLMC COUPON NOTES	3134G3S50	25	1	.6250	10,000,000.00	9,960,070.00	10,416.67	
	10/18/12 11/01/16		25	000	.6333	9,997,550.17	99.60070000000	IDC	-37,480.17
A 17164	FHLMC COUPON NOTES	3134G33Y4	25	1	.9500	10,000,000.00	9,769,540.00	41,958.33	
	01/22/13 01/22/18		25	000	.9808	9,986,495.07	97.69540000000	IDC	-216,955.07
A 17171	FHLMC COUPON NOTES	3134G37A2	25	1	1.1250	10,000,000.00	9,751,220.00	27,812.50	
	04/02/13 04/02/18		25	000	1.1250	10,000,000.00	97.51220000000	IDC	-248,780.00
A 17172	FHLMC COUPON NOTES	3134G43F3	25	1	1.0200	10,000,000.00	9,695,440.00	17,283.33	
	04/30/13 04/30/18		25	000	1.0231	9,998,651.15	96.95440000000	IDC	-303,211.15
SUBTOTAL (Inv Type) 29 FHLMC COUPON NOTES		11.78%(M)			.8929	62,880,000.00	62,082,146.64	158,315.16	32,741.70
					.9041	62,855,831.33	98.73114900000		-806,426.39
A 16667	RDA1999 Bond Proceeds Investmen		20	400	.0099	13,164,923.18	13,164,923.18*	-28,008.92	0.00
	10/04/04 03/18/14		3	000	.0099	13,164,923.18	100.0000000000	BOOK	
SUBTOTAL (Inv Type) 65 Govt Mutual Fund - Fide		2.50%(M)			.0099	13,164,923.18	13,164,923.18	-28,008.92	.00
					.0099	13,164,923.18	100.0000000000		
A 16059	STATE OF CA DEMAND DEP		96	1	.2403	49,567,917.44	49,567,917.44	122,491.61	0.00
	09/30/97 03/18/14		96	000	.2403	49,567,917.44	100.0000000000	USERPR	
SUBTOTAL (Inv Type) 99 LOCAL AGENCY INVESTMENT		9.40%(M)			.2403	49,567,917.44	49,567,917.44	122,491.61	.00
					.2403	49,567,917.44	100.0000000000		

* MARKET = BOOK LESS PURCHASE INTEREST

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT) RUN: 02/06/14 10:25:32

INVESTMENTS OUTSTANDING AS OF 12/31/13
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17046	MUTUAL FUNDS-FIDELITY		25	1	.0099	10,225,658.87	10,225,658.87*	12,978.02	0.00
	11/01/08 03/18/14		101	000	.0099	10,225,658.87	100.0000000000	BOOK	
	SUBTOTAL (Inv Type) 305 MUTUAL FUNDS-FIDELITY		1.94%(M)		.0099	10,225,658.87	10,225,658.87	12,978.02	.00
					.0099	10,225,658.87	100.0000000000		
A 16064	DREYFUS TREASURY CASH MANAGEMEN		20	800	.0099	3,510,092.28	3,510,092.28	1,279.42	0.00
	10/31/97 03/18/14		102	000	.0099	3,510,092.28	100.0000000000	USERPR	
A 16122	DREYFUS GOVERNMENT FUND		20	1	.0099	2,173,784.59	2,173,784.59	2,147.40	0.00
	05/15/98 03/18/14		102	100	.0099	2,173,784.59	100.0000000000	USERPR	
	SUBTOTAL (Inv Type) 315 MUTUAL FUNDS-DREYFUS		1.08%(M)		.0099	5,683,876.87	5,683,876.87	3,426.82	.00
					.0099	5,683,876.87	100.0000000000		
	GRAND TOTAL				.7329	531,227,376.36	527,236,866.70	971,759.29	357,796.70
					.7303	530,940,759.68	99.24881300000		-4,061,689.68

* MARKET = BOOK LESS PURCHASE INTEREST

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-7

Santa Clara All-America City 2001

Date: February 11, 2014

To: City Manager for Council Action

From: Director of Finance

Subject: Santa Clara Convention Center and Convention-Visitor's Bureau (SCCC-CVB) Activity Report for Fiscal Year 2013-14 Second Quarter as Submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau

EXECUTIVE SUMMARY:

Submitted for City Council review and acceptance in a combined format is the SCCC-CVB Activity Report for Fiscal Year 2013-14 Second Quarter as submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau. Submission of the report is required under the management agreement for the operation of the Santa Clara Convention Center and the agreement for convention and visitor services.

As mentioned in the attached report, the Second Quarter Financial Results (Results) of the Santa Clara Convention Center (SCCC) show year-to-date revenues at $847,795 greater than budget. Revenues were favorable in the telecommunications, audio-visual and Space Rental categories, but below budget in the event revenue category. The Results also show year-to-date expenses at $349,837 more than the budget. Of the $349,837 variance, $284,697 was attributable to labor related expenses and $85,140 was attributable to operating expenses. The above revenue and expense variances combined for a year-to-date SCCC favorable budget variance of $497,958 as of December 31, 2013.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The SCCC-CVB Activity Report for Fiscal Year 2013-14 Second Quarter provides current information on the business activities of the Santa Clara Convention Center and Convention-Visitor's Bureau.

ECONOMIC/FISCAL IMPACT:

Acceptance of this report will have no fiscal impact to the City other than administrative staff time and expense.

RECOMMENDATION:

That the Council accept the Santa Clara Convention Center and Convention-Visitor's Bureau Activity Report for Fiscal Year 2013-14 Second Quarter as submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau.

APPROVED:

Gary Ameling
Director of Finance

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) SCCC-CVB Activity Report for Fiscal Year 2013-14 Second Quarter

I:\Budget & Treasury\Acctnt Analyst\ConventionCenter\Santa Clara Convention Center Quarterly Activity report\FY 13-14\SCCC_CVB_AgendaRpt_2ndQfy1314\SCCC_CVB_AgendaRpt_2ndQfy1314.doc

January 31, 2014

The Honorable Mayor and City Council
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Mayor and Council:

The following is the Santa Clara Convention Center and Convention-Visitor's Bureau Activity Report for Fiscal Year 2013-14, Second Quarter, Year-to-Date encompassing the months of October, November, and December.

SANTA CLARA CONVENTION CENTER				
Activity Summary for the Second Quarter				
TYPE	**13/14**	**12/13**	**ATTENDEES**	**EVENTS HELD**
Conventions	10	12	15,450	Zend Technologies, IDG Fall Demo, Localization World, Peninsula Pop Warner, Trinity Motivation, Printed Electronics, Faith Formation, Pacific Northwest Pop Warner, California Southern Baptist, and Yahoo Tech Pulse
Trade Shows	5	5	7,700	International Quilt Festival, Arm Techcon, CSU Counselor Conference, IMS and Aguilera and Associates
Public Shows	10	12	10,700	Sankara Eye Foundation (2 events), Santa Clara Ballet, Dance Academy USA, Mystique Events, Viet Music Club, Lokahi Polynesian Dance, H&E Entertainment, Immigrant Resettlement and Culture Center and Sterling Dance
Meetings	72	77	34,818	
Banquets	31	32	24,270	
Totals	**128**	**138**	**92,938**	

SANTA CLARA CONVENTION CENTER			
Revenue Summary for the Second Quarter, Year-to-Date			
13/14	**12/13**	**Budget**	**Over (Under) Budget**
$3,458,381.07	$2,901,168.81	$2,610,585.94	$847,795.13

Year-to-date catering revenue is above budget by $396,348.56. Audio-visual revenues are above budget by $78,668.00. Telecommunications is above budget by $54,579.09, and Space Rental is above budget by $347,071.42. Event Revenue is below budget by $12,471.56.

SANTA CLARA CONVENTION CENTER			
Expenses Summary for the Second Quarter, Year-to-Date			
Labor Expenses			
13/14	**12/13**	**Budget**	**Over (Under) Budget**
$2,458,443.30	$2,076,764.29	$2,193,746.03	$264,697.27
Operating Expenses			
13/14	**12/13**	**Budget**	**Over (Under) Budget**
$737,375.20	$687,344.09	$652,235.20	$85,140.00
Total Labor and Operating Expenses			
13/14	**12/13**	**Budget**	**Over (Under) Budget**
$3,195,818.50	$2,764,108.38	$2,845,981.23	$349,837.27
Net Income (Loss)			
13/14	**12/13**	**Budget**	**Over (Under) Budget**
$262,562.57	$137,060.43	($235,395.29)	$497,957.86

Second Quarter, Year-to-Date revenues of $3,458,381.07 and expenses of $3,195,818.50 have produced a net profit of $262,562.57 or $497,957.86 better than the budgeted loss of $235,395.29

Projects: Completed our mandated five year sprinkler and switchgear test. Completed repairs on all drop seals in the Grand Ballrooms which will help eliminate sound bleeding from one room to the next. Lighting retrofit for the Grand Ballrooms entrance doors was completed.

Fiscal Year 2013-14 Third Quarter Projections

TYPE	NUMBER	ATTENDEES	EVENTS SCHEDULED
Conventions	13	20,200	Hollywood Connection, Ruckus eBay, XRX Stitches, Spirit of the Flame, O'Scale, PTC, Usenix, Northern California Volleyball, Northern California Train Collectors, Sysopsys, IDC Directions and Open Networking Summit.
Trade Shows	8	12,800	The RTC Group, UBM/DesignCon, Pennwell Corporation, O'Reilly-Strata, National Nameless Luminaries West, Avaya, GT Sports Marketing and Pitco Foods
Public Shows	12	10,200	Home Show, Wedding Fair, Travel and Adventure Show, Dance Magic, VietET, Korean Culture Center, NUVO, Monsters of Hip Hop, Dance Masters of California, Center of Persian Language Preservation, Miss Vietnam USA and U-Jam Fitness
Meetings	53	22,235	
Banquets	7	3,600	
Total	**93**	**69,035**	

CONVENTION AND VISITOR'S BUREAU

Convention Sales/Marketing Department: In the second quarter, convention sales and marketing staff exhibited and/or attended: TEAMS Tradeshow in Salt Lake City, Arizona Super Bowl FAM, IAEE in Houston, TX, and CalSAE Spectacular Tradeshow and made 113 sales calls. The CVB conducted 19 site inspections of the City for future convention business.

	2nd Qtr 13-14	2nd Qtr 12-13	% Difference		2nd Qtr 13-14	2nd Qtr 12-13	% Difference
Leads	81	62	31%	**Bookings**	32	32	0%
Attendees	81,363	199,230**	-59%	**Attendees**	140,063	56,370	148%
Room Nights*	41,490	56,543	-27%	**Room Nights***	22,820	17,613	30%

The information presented above is for the quarter only.

*Hotel room nights represent only those hotel rooms that are "blocked" and no projections are made of room nights that come in after the block is cut off by hotels or for those delegates or exhibitors who utilize hotels not included in the blocks.
**Includes leads for Super Bowl 2016 and 2017 bid.

Convention Services Department: The Convention Services Department contacted and serviced 17 upcoming meetings representing 18,250 delegates. Compared to 3 meetings representing 7,250 delegates for the same quarter last year.

Visitor Marketing and Communications Department: The Visitor Marketing and Communications Department in the Second Quarter attended the eTourism Summit in San Francisco, met with reps from PBS television's Antique Roadshow regarding use of Convention Center, and hosted a Pacific Rim tour operator presentation/reception in Southern California. The department also previewed the new XPlorIT video and multi-media experience to the Chamber Board of Directors and to City Council. In addition, the dept. managed social media and assisted "2013 Travel Guide to California" in adding a new Silicon Valley region which includes one page on Santa Clara.

For the quarter, staff fulfilled nearly 300 visitor requests for information from Internet, mail, telephone and advertising inquiries. The department continued management of www.SantaClara.org, www.SiliconValleyMeetings.com, and www.SantaClaraSportsGroup.org. Web stats this quarter for SantaClara.org were 127,967 compared to 136,261 for same quarter last year. Mobile stats for SantaClara.mobi were 15,881 compared to 18,801 for the same quarter last year. *The loss of Global Winter Wonderland had a direct impact on fewer visitors to web and mobile in December, 2013.*

This concludes our Santa Clara Convention-Visitor's Bureau and Convention Center (CVB-SCCC) Activity Report for Fiscal Year 2013-14, Second Quarter, Year-to-Date. Thank you for your continued support of our activities.

Sincerely,

Steve Van Dorn
President/CEO

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-8

Santa Clara All-America City 2001

Date: February 11, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of the Project Manual for Lump Sum Bidding and Construction of Fairview Substation (Public Works Contract 2403A), and Authorization for the City Manager to Solicit Bids, Award the Public Works Contract, and Approve Change Orders up to 10% of the Original Contract Price

EXECUTIVE SUMMARY:

Silicon Valley Power (SVP), the City of Santa Clara's Electric Utility, currently provides primary and secondary electric service to the CoreSite Campus in the vicinity of Coronado Drive and Central Expressway. On December 6, 2011, Council approved a Special Facilities Agreement for their data center development. An amended Agreement was approved by Council on January 8, 2013. The Special Facilities Agreement addressed the terms and conditions for SVP to provide electric service to the data center development. Under the Agreement, SVP will construct, operate and maintain Fairview substation on land donated by CoreSite. Fairview Substation is scheduled to be placed into service in March 2015.

On January 29, 2013, Council approved Call No. 13-1 with MTH Engineers for the Engineering and Design of Fairview Substation. MTH Engineers has completed the contract provisions, specifications and plans (the "Project Manual") for the construction of Fairview Substation. These documents are ready to be issued for bidding as Public Works Contract 2403A.

In meetings with City staff, CoreSite has requested an expedited construction schedule so that they can meet the needs of their tenants. The Electric Department has requested expedited deliveries of the switchgear and transformers. The project schedule will be negotiated with the successful contractor. In order to expedite the Public Works bidding, award, and construction process, staff requests that Council approve the use of these documents to solicit bids; delegate authority to the City Manager award the Public Works Contract and to approve change orders up to a total aggregate amount of 10% of the original contract price. A copy of the Project Manual and a set of plans have been placed in the Council offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Bidding and award of Public Works Contract 2403A for the construction of Fairview Substation will allow the City to meet the energy needs of CoreSite and the area. Delegation of authority to the City Manager to award the contract and approve change orders with an aggregate of 10% of the contract price will expedite the approval process and demonstrate to CoreSite the City's willingness to work with CoreSite's necessary schedule. There are no identified disadvantages with this issue.

ECONOMIC/FISCAL IMPACT:

The total cost of the proposed contract will be determined after solicitation and receipt of sealed bids on April 2, 2014 for completion of all labor, equipment, material, services, fees, expenses, transportation costs and taxes. Construction cost will be funded by Capital Improvement Project 2403 – Install Fairview Substation.

RECOMMENDATION:

That the Council:

1. approve the Project Manual for Lump Sum Bidding & Construction of the Fairview Substation (Public Works Contract 2403A)
2. direct the City Manager to solicit bids for the Project according to the standard procedure;
3. delegate authority to the City Manager to award this contract to the lowest responsible and responsive bidder; and
4. delegate authority to the City Manager to approve change orders up to a total aggregate amount of 10% of the original contract price.

John C Roukema

John C. Roukema
Director of Electric Utility

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Project Manual for Lump Sum Bidding and Construction of the Fairview Substation (Public Works Contract 2403A)

DOCUMENT 00001

TITLE PAGE

PROJECT MANUAL

For the
LUMP SUM BIDDING & CONSTRUCTION
of the

FAIRVIEW SUBSTATION PROJECT

A 60/12kV Distribution Substation

Public Works

CONTRACT 2403A

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

MTH Engineers, Inc.
and
Harris & Associates

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	
00320	Geotechnical Data and Existing Conditions	
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	
00520	Agreement	
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	
00670	Escrow Bid Documents	
00680	Escrow Agreement for Security Deposits in Lieu of Retention	

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CONDITIONS OF THE CONTRACT

Document	Title	
00700	General Conditions	
00800	Supplementary Conditions	
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00822	Apprenticeship Program	
009--	Addenda	

SPECIFICATIONS
Division 1 - General Requirements

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

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Division 2 – Site Construction

Section	Title	
02000	Supplemental General Requirements for Civil Improvements	
02040	Clearing and Grubbing	
02050	Site Demolition	
02060	Asphalt Concrete Demolition	
02300	Earthwork	
02310	Utility Trenching and Backfill	
02320	Storm Water Pollution Prevention	
02510	Water System	
02513	Asphalt Concrete Paving	
02620	Subdrainage	
02630	Storm Drainage System	
02640	Bioretention Basin	
02785	Signage, Stripping and Marking	

Division 3 – Concrete

Section	Title	
03001	Structural Tests and Special Inspections	
03100	Cast-In-Place Concrete Formwork	
03200	Concrete Reinforcement	
03300	Cast-In-Place Concrete	
03370	Concrete Curing	

Division 4 – Masonry

Section	Title	
04220	Concrete Unit Masonry	

Division 5 – Metals

Section	Title	
05120	Structural Steel	
05560	Metal Fabrications	

Division 7 – Thermal and Moisture Protection

Section	Title	
07123	Concrete Waterproofing	

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Division 15 – Mechanical

Section	Title	
15177	Oil-Water Separators	
15180	Submersible Pump and Hatches	

Division 16 – Electrical

Section	Title	
16080	Substation Acceptance Testing	
16110	Manholes, Boxes, Raceways and Fittings	
16120	Wires and Cables	
16314	Medium Voltage Switchgear and Control Enclosures	
16350	60 kV SF6 Circuit Breaker	
16361	60 kV and 12 kV Group-Operated Air Break Disconnect Switch	
16380	Underground Raceway System	
16390	Grounding	
16463	Power Transformers	
16466	Aluminum Bus and Bus Hardware	
16520	Yard Lighting	
16900	Storm Water Pump Power and Controls	

Appendix

Section	Title	
A	All plans and drawings listed on Document 00015 – List of Maps, Drawings, and Sketches	

END OF DOCUMENT

DOCUMENT 00015

LIST OF MAPS, DRAWINGS AND SKETCHES

DWG NO.	Rev	DRAWING TITLE	Sheets
		GENERAL	
FV-G-0-X-3	A	TITLE SHEET AND DRAWING INDEX	
FV-G-0-X-4	A	LOCATION AND VICINITY MAP	
		ARCHITECTURAL DRAWINGS	
		LANDSCAPE DRAWINGS	
		CIVIL DRAWINGS	
FV-C-0-X-1	A	GENERAL CIVIL NOTES AND LEGEND	
FV-C-0-X-2	A	SITE EXISTING CONDITIONS PLAN	
FV-C-0-X-3	A	SITE DEMOLITION PLAN	
FV-C-0-X-4	A	SITE HORIZONTAL CONTROL SURFACE MATERIALS PLAN	
FV-C-0-X-5	A	GRADING AND DRAINAGE PLAN	
FV-C-0-X-6	A	SITE UTILITY PLAN	
FV-C-0-X-7	A	GRADING PLAN AT BUS AREA	
FV-C-0-X-8	A	SWPPP SITE PLAN	
FV-C-0-X-9	A	MANAGEMENT PLAN	
FV-C-0-X-10	A	DETAILS	
FV-C-0-X-11	A	DETAILS	
FV-C-0-X-12	A	DETAILS	
FV-C-0-X-13	A	DETAILS	
FV-C-0-X-14	A	PUMP STATION DETAILS –	
		STRUCTURAL DRAWINGS	
FV-S-0-X-1	A	GENERAL NOTES AND TYPICAL DETAILS	
FV-S-0-X-2	A	FOUNDATION PLAN	
FV-S-0-X-3	A	SECTIONS AND DETAILS – FOUNDATIONS	

LIST OF MAPS, DRAWINGS AND SKETCHES

DWG NO.	Rev	DRAWING TITLE	Sheets
FV-S-0-X-4	A	SECTIONS AND DETAILS – DISCONNECT STRUCTURES	
FV-S-0-X-5	A	SECTION AND DETAILS – BUS SUPPORTS AND DEAD-END STRUCTURES	
FV-S-0-X-6	A	SECTION AND DETAILS – ENCLOSURE ENTRY LANDINGS	
		ELECTRICAL DRAWINGS	
FV-E-0-X-1	A	LEGEND AND ABBREVIATIONS	
FV-E-0-X-2	A	SINGLE LINE DIAGRAM	
FV-E-0-X-86	A	TERMINATION CABINET #1 EXTERIOR CONNECTIONS – SHEET 1	
FV-E-0-X-87	A	TERMINATION CABINET #1 EXTERIOR CONNECTIONS – SHEET 2	
FV-E-0-X-88	A	TERMINATION CABINET #2 EXTERIOR CONNECTIONS – SHEET 1	
FV-E-0-X-89	A	TERMINATION CABINET #2 EXTERIOR CONNECTIONS – SHEET 1	
FV-E-0-X-93	A	12 KV SWGR MASTER TERMINATION COMPARTMENT #1 INTERCONNECTION WIRING DIAGRAM (UNIT 18)	
FV-E-0-X-94	A	12 KV SWGR MASTER TERMINATION COMPARTMENT #2 INTERCONNECTION WIRING DIAGRAM (UNIT 38)	
FV-E-0-X-130	A	OUTDOOR GENERAL ARRANGEMENT PLAN	
FV-E-0-X-131	A	ELEVATIONS AND SECTIONS	
FV-E-0-X-132	A	DEAD END STRUCTURE ELEVATION	
FV-E-0-X-133	A	BILL OF MATERIALS	
FV-E-0-X-134	A	POWER, COMMUNICATION, AND CONTROL CONDUIT PLAN	
FV-E-0-X-135	A	LIGHTING CONDUIT PLAN	
FV-E-0-X-136	A	12 KV SWITCHGEAR ENCLOSURE CONDUIT STUB-UP DETAILS – SHEET 1 OF 3	
FV-E-0-X-137	A	60 KV CONTROL ROOM ENCLOSURE CONDUIT STUB-UP DETAILS – SHEET 2 OF 3	
FV-E-0-X-138	A	TRANSFORMER AND 60 KV BREAKERS CONDUIT STUB-UP DETAILS – SHEET 3 OF 3	

LIST OF MAPS, DRAWINGS AND SKETCHES

DWG NO.	Rev	DRAWING TITLE	Sheets
FV-E-0-X-139	A	OUTDOOR LIGHTING DETAILS	
FV-E-0-X-140	A	MV CONDUIT PLAN	
FV-E-0-X-141	A	MV MANHOLE DEVELOPMENT – SHEET 1	
FV-E-0-X-142	A	MV MANHOLE DEVELOPMENT – SHEET 2	
FV-E-0-X-143	A	GROUNDING PLAN	
FV-E-0-X-144	A	GROUNDING DETAILS	
FV-E-0-X-145	A	EXTERNAL CONNECTIONS – 60 KV BREAKER 12	
FV-E-0-X-146	A	EXTERNAL CONNECTIONS – 60 KV BREAKER 22	
FV-E-0-X-147	A	EXTERNAL CONNECTIONS – 60 KV BREAKER 32	
FV-E-0-X-148	A	EXTERNAL CONNECTIONS – 60 KV BREAKER 42	
FV-E-0-X-149	A	EXTERNAL CONNECTIONS – 60 KV VT1 AND 60 KV VT2 SW & FUSE ENCLOSURE	
FV-E-0-X-154	A	CIRCUIT SCHEDULE – SHEET 1 OF 3	
FV-E-0-X-155	A	CIRCUIT SCHEDULE – SHEET 2 OF 3	
FV-E-0-X-156	A	CIRCUIT SCHEDULE – SHEET 3 OF 3	
FV-E-0-X-157	A	CONDUIT SCHEDULE – SHEET 1 OF 3	
FV-E-0-X-158	A	CONDUIT SCHEDULE – SHEET 2 OF 3	
FV-E-0-X-159	A	CONDUIT SCHEDULE – SHEET 3 OF 3	
FV-E-0-X-160	A	SUMP PUMP WIRING SCHEMATIC AND INSTALLATION DETAILS	
FV-E-0-X-161	A	BUS AND EQUIPMENT IDENTIFICATION NAMEPLATES	
FV-E-0-X-162	A	PULLBOX DEVELOPMENT – SHEET 1 OF 3	
FV-E-0-X-163	A	PULLBOX DEVELOPMENT – SHEET 2 OF 3	
FV-E-0-X-164	A	MISCELLANEOUS DETAILS – SHEET 3 OF 3	
FV-E-1-X-41	A	EXTERNAL CONNECTIONS – TRANSF T1	
FV-E-2-X-41	A	EXTERNAL CONNECTIONS – TRANSF T2	

END OF DOCUMENT

DOCUMENT 00015

LIST OF MAPS, DRAWINGS AND SKETCHES

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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:

FAIRVIEW SUBSTATION

CONTRACT #2403A

2. BID SUBMISSION. City will receive sealed Bids from plan holders of record, at the office of the City Clerk, no later than 3:00 pm as determined by the atomic clock on the wall of the Office of the City Clerk on April 2, 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: Rocco Colicchia
Phone: (925) 348-1098
E-Mail: rcolicchia@harris-assoc.com

Mailing address: City of Santa Clara – City Clerk
Silicon Valley Power
Kevin Keating
1500 Warburton
Santa Clara, CA 95054-3410

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 Fairview Substation project consists of the construction of the Fairview Substation on 2920 Coronado Street, Santa Clara, CA.

6. CONTRACT TIME. Work shall be Substantially Complete by December 1, 2014 and Final Completion shall be by December 30, 2014.

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". 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.

ADVERTISEMENT FOR BIDS

9. INSTRUCTIONS. Bidders shall refer to Document 00200 (Instructions to Bidders) for required documents and items to be submitted in sealed envelopes to the City Clerk's office, at the 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: 10:00 am

    Date: March 7, 2014

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

    The pre-Bid Meeting will last approximately two (2) hours. A site meeting will be available after the pre-bid meeting for interested parties.

    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. Potential Bidders may examine Bidding Documents at the City's Electric Department by contacting Voula Margelos Brown (408-261-5036).

13. SUBMITTING A BID. 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.

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.

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

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

FAIRVIEW SUBSTATION

CONTRACT #2403A

1. RECEIPT OF BIDS. Sealed Bids will be received from plan holders of record by the City at the City Clerk's Office (see paragraph 2 below) on Wednesday April 2, 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: Rocco Colicchia
   Phone: (925) 348-1098
   E-Mail: rcolicchia@harris-assoc.com

   Mailing address: City of Santa Clara – City Clerk
   Silicon Valley Power
   Kevin Keating
   1500 Warburton
   Santa Clara, CA 95054-3410

3. BID 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:

   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.

BIDDER'S COMPANY NAME

BID FOR CONTRACT #2403A

FAIRVIEW SUBSTATION

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

INSTRUCTIONS TO BIDDERS

4. CONTENTS OF ENVELOPE "A" - BID PRICE. Envelope "A" shall include:

   A. Document 00400 (Bid Form)

   B. Document 00411, Bidder's Bond
   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).

   F. Document 00440 (Affidavit of Compliance with Ethical Standards)

   G. Document 00460 (Schedule of Major Equipment and Material Suppliers)

   H. Document 00481 (Non-Collusion Affidavit)

   I. Document 00654 (Workers' Compensation Insurance Statement)

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.

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

INSTRUCTIONS TO BIDDERS

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 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 <u>strongly</u> recommended.

The meeting will take place at the following time and place:

Time:	10:00 am
Date:	March 7, 2014
Place:	City of Santa Clara, Council Chambers 1500 Warburton Ave. Santa Clara, CA 95050

The pre-Bid Meeting will last approximately two (2) hours. A site meeting will be available after the pre-bid meeting for interested parties.

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. 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 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. Any additional pre-bid site visits are not substitutes for the pre-bid meeting and related site visit. Additional pre-bid Site Visits may be scheduled at the City's sole discretion and are dependent on staff availability.

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 00520 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to the City that Bidder has fully completed these tasks.

12. 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 (if any) 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 advance notice if copies are desired.

13. ADDENDA. Bidders must direct all questions about the meaning or intent of Bidding Documents to City (Attention: Project Manager) 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.

14. SUBSTITUTIONS. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda unless approved by the City prior to Bid opening.

    A. Except as provided in paragraph 14.c below, City will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00660 (Substitution Request Form) no later than 35 Days after the due date for City receiving Bids. After that 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 Form) and set forth in Document 01600 (Product Requirements). Insufficient information will be grounds for rejection of substitution. 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 substitutions shall become part of Record Documents.

    C. Substitutions may be requested after submitting Bids and Award of Contract only in accordance with requirements specified in Document 01600 (Product Requirements).

    D. As further limitation on Bidder's privilege to substitute items, City has found that certain items are designed as City standards and certain items are designed to match existing items in use on a particular public improvement, either completed or in the course of completion. As to such items, City will not permit substitution. City will not permit substitutions for the following items:

15. 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.

16. 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.

17. 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.

18. 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) based on assumptions contained in Document 00400 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).

19. 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).

20. 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 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.

INSTRUCTIONS TO BIDDERS

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: Kevin Keating, Division Manager, Electric Engineering), 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.

    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 00520 (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 (1) original.
4. Insurance certificates and endorsements required by Document 00822 (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.

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 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 Document 01420 (References and Definitions).

END OF DOCUMENT

DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

_____	_____
Date	Potential Bidder (type or print company name)

CITY: SANTA CLARA, CALIFORNIA

SITE: 2920 Coronado Street
SANTA CLARA, CA.

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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. 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).

INDEMNITY AND RELEASE AGREEMENT

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.

By: _____	By: _____
Signature	Signature
Its: _____	Its: _____
Title (If Corporation: Chairman, President, or Vice President)	Title (If Corporation: Chairman, President, or Vice President)

END OF DOCUMENT

DOCUMENT 00250

BID CONTENTS, EVALUATION, SELECTION AND AWARD

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

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2. All abbreviations and definitions of terms used herein are defined in the Division 1 Specifications, Document 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:

   A. Document 00400 (Bid Form).

   B. Document 00411, (Bidder's Bond). 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)

   F. Document 00440 (Affidavit of Compliance with Ethical Standards)

   G. Document 00460 (Schedule of Major Equipment and Material Suppliers)

   H. Document 00481 (Non-Collusion Affidavit)

   I. Document 00654 (Workers' Compensation Insurance Statement)

   CONTENTS OF ENVELOPE B - BIDDER QUALIFICATIONS. (Checklist) Envelope B shall include:

   A. Document 00450 - Statement of Qualifications and Statement of Qualifications submitted in accord with Document 00450.

BID CONTENTS, EVALUATION, SELECTION AND AWARD

6. DETERMINATION OF APPARENT LOW BIDDER. City will determine Apparent Low Bidder based on the total of the base bid items.

7. EVALUATION OF BIDDER RESPONSIBILITY (ENVELOPE B)

   A. 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.

   B. City will determine Bidder responsibility in accord with Document 00450 Statement of Qualifications for Construction Work.

END OF DOCUMENT

DOCUMENT 00320

GEOTECHNICAL DATA AND EXISTING CONDITIONS

1. SUMMARY

This Document 00320, sets forth the terms and conditions under which Bidder may review, study, use, or rely upon geotechnical data and information concerning existing conditions at or contiguous to the Site. This Document 00320, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

2. REPORT AND INFORMATION

A. City, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.

B. Bidders may inspect geotechnical reports and information regarding existing conditions available at the City's Office, and may obtain copies at cost of reproduction and handling upon Bidder's payment for the costs. These reports, documents and other information are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.

C. Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.

D. The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, are available for review for Contract Number 2403A through City:

1. Geotechnical Investigation, Coresite Coronado Drive Substation, Dated July 27, 2012 (This document is for information only).

3. USE OF INFORMATION ON EXISTING CONDITIONS

A. Aboveground Existing Conditions: Under no circumstances shall City be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by City regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by City.

B. Underground Facilities: Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to City by

others (e.g., the owners or builders of such Underground Facilities or others). Except as expressly set forth in this Document 00320, City does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00320, City will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by City. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

4. LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

A. Geotechnical Data: Except as expressly set forth in this Document 00320, City does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by City, except as specifically set forth herein.

B. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

1. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
2. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
3. The term "technical data" shall not include the location of Underground Facilities.
4. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
5. Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

5. INVESTIGATIONS

A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods,

techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Bidders shall advise City in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for City's review and response.

B. City has provided time in the period prior to bidding for Bidder to perform these investigations. Bidder represents and agrees that in submitting its Bid, it has been provided time in the period prior to bidding to perform these investigations.

6. ACCESS TO SITE FOR INVESTIGATIONS

Subject to reasonable scheduling, City will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00200 (Instructions to Bidders) and Document 00700 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations, as each Bidder deems necessary. City has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT

DOCUMENT 00320

GEOTECHNICAL DATA AND EXISTING CONDITIONS

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DOCUMENT 00400

BID FORM

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

FAIRVIEW SUBSTATION

CONTRACT #2403A

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 00520 (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 00520 (Agreement), Article 5.

   C. Bidder has received and examined copies of the following technical specifications on City-provided, Contractor-Installed equipment.

   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.

BID FORM

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 sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Document 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	UNITS	MATERIAL	LABOR	TOTAL
1	BONDS AND INSURANCE				
2	SAFETY PLAN AND PROGRAMS				
3	MOBILIZATION/ DEMOBILIZATION				
4	CLEARING AND GRUBBING				
5	DEMOLITION AND REMOVAL WORK				
6	EARTHWORK				
7	STORM WATER POLLUTION PREVENTION				
8	IN-GRADE BEAMS, CONCRETE MAT SLABS, STEEL STRUCTURE PEDESTALS AND SWITCHGEAR AND CONTROL ENCLOSURES STEM WALLS FOUNDATION				
9	PERIMETER WALL CONCRETE SPREAD FOOTINGS				
10	CMU PERIMETER WALL				
11	OIL COLLECTION SYSTEM AND STORM DRAIN SYSTEM				
12	DOMESTIC WATER SYSTEM				
13	CABLE TRENCH AND CONDUIT SYSTEM				
14	GROUND GRID SYSTEM				
15	STRUCTURAL STEEL				
16	60 KV AND 12 KV DISCONNECT SWITCHES				

BID FORM

17	60 KV VT'S AND VT'S FUSE AND SWITCH ENCLOSURE				
18	INSTALLATION OF CITY FURNISHED EQUIPMENT				
19	60KV AND 12KV BUS AND BUS HARDWARE				
20	OUTDOOR LIGHTING				
21	FINAL GRADING AND SURFACING				
22	CONCRETE SIDEWALK				
23	INTERCONNECTION WIRING AND WIRING CONNECTIONS				
24	ASSIST IN THIRD PARTY ACCEPTANCE TESTING AND COMMISSIONING				
25	INSTALLATION, OPERATION, AND MAINTENANCE MANUALS, RECORD DRAWINGS				
26	TRAFFIC CONTROL				
27	ALL OTHER WORK (work not separately provided for above)				
	COLUMN TOTALS				

	TOTAL BID PRICE $
TOTAL BID PRICE in words	....

DOCUMENT 00400

BID FORM

BID SCHEDULE OF UNIT PRICES

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	REINFORCED CONCRETE	CY	
2	CONDUIT, 6" PVC TYPE DB-120, 4'-6" COVER	LF	
3	CONDUIT, 2-WAY 6" PVC TYPE DB-120, 4'-6" COVER	LF	
4	CONDUIT, 4-WAY 6" PVC TYPE DB-120, 4'-6" COVER	LF	
5	CONDUIT, 6" PVC TYPE DB-120, 7'-6" COVER	LF	
6	CONDUIT, 2-WAY 6" PVC TYPE DB-120, 7'-6" COVER	LF	
7	CONDUIT, 4-WAY 6" PVC TYPE DB-120, 7'-6" COVER	LF	
8	CONDUIT, 5" PVC TYPE DB-120, 4'-6" COVER	LF	
9	CONDUIT, 2-WAY 5" PVC TYPE DB-120, 4'-6" COVER	LF	
10	CONDUIT, 4-WAY 5" PVC TYPE DB-120, 4'-6" COVER	LF	
11	CONDUIT, 5" PVC TYPE DB-120, 7'-6" COVER	LF	
12	CONDUIT, 2-WAY 5" PVC TYPE DB-120, 7'-6" COVER	LF	
13	CONDUIT, 4-WAY 5" PVC TYPE DB-120, 7'-6" COVER	LF	
14	CONDUIT, 4" PVC TYPE DB-120, 2'-0" COVER	LF	
15	CONDUIT, 3" PVC SCHEDULE 40, 2'-0" COVER	LF	
16	CONDUIT, 2" PVC SCHEDULE 40, 2'-0" COVER	LF	

BID FORM

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
17	CONDUIT, 1-1/2" PVC SCHEDULE 40, 2'-0" COVER	LF	
18	MANHOLE, 5'X10'	EA	
19	MANHOLE, 8'X14'	EA	
20	PRIMARY SWITCH VAULT, 8'X10'	EA	
21	SPLICE BOX, 4'X4'	EA	
22	SPLICE BOX, 30"X60"	EA	
23	SPLICE BOX, 17"X30"	EA	
24	12" STORM DRAIN PIPE	LF	
25	8" STORM DRAIN PIPE	LF	
26	4" FORCE MAIN	LF	
27	6" NON-CONDUCTIVE TRAFFIC RATED TRENCH DRAIN	LF	
28	6" PERFORATED PIPE	LF	
29	4" PERFORATED PIPE	LF	
30	1" DOMESTIC WATER PIPE	LF	
31	FIBER ROLL	LF	
32	INLET PROTECTION	EA	
33	6" WIDE CONCRETE RETAINING WALL	LF	
34	FLUSH CONCRETE CURB	LF	
35	CONCRETE VALLEY GUTTER	SF	
36	ASPHALT CONCRETE	TN	
37	6" WIDE MOW STRIP	LF	

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 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 00520 (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 B6 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 00520 (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 00520 (Agreement) shall be as set forth in Document 00520 (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

BID FORM

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

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 _____ 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 PROJECT

FAIRVIEW SUBSTATION

CONTRACT #2403A

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.

DOCUMENT 00411

BOND ACCOMPANYING BID

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

_____ day of _____, 201____.

CONTRACTOR AS PRINCIPAL:	SURETY:
Name: _____	Name: _____
Principal Place of Business: Address: _____	Principal Place of Business: 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:

_____ Date: _____

City Attorney

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 addres _____

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 _____

Principal Name: _____

Title: _____

Address: _____

_____

_____ _____ _____
City State Zip

DOCUMENT 00420

BIDDER REGISTRATION FORM

Phone Number _____ Fax Number _____

Principal Name: _____

Title: _____

Address: _____

_____

_____ _____ _____
City State Zip

Phone Number _____ Fax Number _____

Bidder: _____
Company Name

By: _____
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 _____ City _____ City

Phone Number _____ Phone 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 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 00430

SUBCONTRACTORS LIST

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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 Contractor[1] does any of the following:

      1. Is convicted[2] 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.

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 the 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 Document 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 the FAIRVIEW SUBSTATION CONTRACT #2403A. 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 three (3) years completed three (3) construction projects of a similar diameter, length, soil, and installation conditions.

Evidence of a valid California "A" and "C-10" 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 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.

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" 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 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:

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

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;

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 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 Document 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(s) 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: _____

   _____

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 $1,000,000 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: _____

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: _____

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): _____

   Description of Project, Scope of Work Performed: _____

   _____

   _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

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):_____

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:_____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

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:_____

PART E: FINANCIAL INFORMATION

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

Yes____ No _____ If yes, please state when _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

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.

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.

	Item	Manufacturer or Supplier
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Bidder: _____

_____
SIGNATURE

_____
DATE

END OF DOCUMENT

DOCUMENT 00460

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

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 fraudulent Bid.

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT

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

Bidder: _____
Company Name

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

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 00510

NOTICE OF AWARD

_____, 201__

DELIVERY VIA: Certified Mail

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

ATTENTION: _____

CONTRACT REFERENCE: City of Santa Clara Contract #2403A

PROJECT REFERENCE: FAIRVIEW SUBSTATION

****

Congratulations, the intent of this letter is to inform you that the bid you submitted to the City of Santa Clara on _____ 201___, 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 FAIRVIEW SUBSTATION project (the "Project"). The Contract Price for this Contract is _____ thousand, _____ hundred and _____ dollars and ____ cents ($_____.___).

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 00520 – 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 <u>and</u> your surety. The signature of the surety must be notarized and the notary form must be attached to Document 00610.

4. One (1) complete original of Contract Document 00620 - Construction Labor and Materials Payment 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 <u>and</u> your surety. The signature of the surety must be notarized and the notary form must be attached to Document 00620.

NOTICE OF AWARD

5. One (1) completed original of Contract Document 00630 - Guaranty, with original signature(s) of authorized representatives of your firm on the signature page.

6. Deliver to the City the documentary evidence received or generated by you in preparation of the bid prices for this Contact for purposes of escrowing such documents as set forth in Document 00670 – Escrow Bid Documents.

7. 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 00822 - 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 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

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.

DOCUMENT 00510

NOTICE OF AWARD

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 Kevin Keating at (408) 261-5459.

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 00520

AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 201__ , by and between

_____
[Name of Contractor]

whose place of business is located at _____,

_____ ("Contractor"),
[Address of Contractor]

and the CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California ("City") acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, City has awarded to Contractor the following contract:

FAIRVIEW SUBSTATION
CONTRACT #2403A

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

ARTICLE 1. WORK

1. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

ARTICLE 2. AGENCY AND NOTICES TO CITY

1. City has designated Director of 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.

2. City has designated ITSELF to act as Consulting Engineer. City may change the identity of the Consulting Engineer at any time with notice and without liability to Contractor.

3. All notices or demands to City under the Contract Documents shall be to City's Representative at:

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

   or to such other person(s) and address(es) as City shall provide to Contractor.

AGREEMENT

ARTICLE 3. CONTRACT TIME AND LIQUIDATED DAMAGES

1. Contract Time. Contractor shall commence Work at the Site on the date established in the Notice to Proceed. City reserves the right to modify or alter the Commencement Date of the Work. Contractor shall achieve Substantial Completion of the entire Work (other than erosion control and non-substantial punch list items) by _____. Contract Time commences to run as provided in Document 00700 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Document 01770 (Contract Closeout) by _____.

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 contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified 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:

   A. $1,500 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work until achieved.

   B. $1,500 for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved; provided that the amount will be $1,000 per day until Substantial Completion of the entire Work is achieved.

   These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by City resulting from delay in completion of the Work.

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.

AGREEMENT

ARTICLE 4. CONTRACT SUM

1. City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto:

CONTRACT SUM (Lump Sum Bid from 00400 – BID FORM)	$
CONTRACT SUM (In words)	....

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

1. In order to induce City to enter into this Agreement, Contractor makes the following representations and warranties:

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

   B. 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, which are identified in Document 00320 (Geotechnical Data and Existing Conditions), 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.

   C. 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 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.* on Document 00430 (Subcontractors List)

ARTICLE 6. CONTRACT DOCUMENTS

1. Contract Documents consist of the following documents, including all changes, Addenda and modifications thereto:

A. Division 0 – Bidding Requirements

Document 00100	Advertisement for Bids
Document 00200	Instructions to Bidders
Document 00210	Indemnity and Release Agreement
Document 00250	Bid Contents, Evaluation, Selection and Award
Document 00320	Geotechnical Data and Existing Conditions
Document 00400	Bid Forms
Document 00411	Bond Accompanying Bid
Document 00420	Bidder Registration Form
Document 00421	Declaration of Contractor's License Status
Document 00430	Subcontractors List Form
Document 00440	Affidavit of Compliance with Ethical Standards
Document 00441	Ethical Standards for Contractors
Document 00450	Statement of Qualifications for Construction Work
Document 00460	Schedule of Major Equipment and Material Suppliers
Document 00481	Non-Collusion Affidavit

B. Division 0 – Contracting Requirements

Document 00510	Notice of Award
Document 00520	Agreement
Document 00550	Notice to Proceed

Document 00610	Construction Performance Bond
Document 00620	Construction Labor and Material Payment Bond
Document 00630	Guaranty
Document 00650	Agreement and Release of Any and All Claims
Document 00654	Workers' Compensation Insurance Statement
Document 00660	Substitution Request Form
Document 00670	Escrow Bid Documents
Document 00680	Escrow Agreement for Security Deposit in Lieu of Retention

C. Division 0 – Conditions of the Contract

Document 00700	General Conditions
Document 00800	Supplementary Conditions
Document 00821	Insurance
Document 00822	Apprenticeship Program
Document 00900	Addenda

D. Division 1 – General Requirements

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

E. Division 2 – Site Construction

Section 02000 – Supplemental General Requirements for Civil Improvements
Section 02040 – Clearing and Grubbing
Section 02050 – Site Demolition
Section 02060 – Asphalt Concrete Demolition
Section 02300 – Earthwork
Section 02310 – Utility Trenching and Backfill

Section 02320 – Storm Water Pollution Prevention
Section 02510 – Water System
Section 02513 – Asphalt Concrete Paving
Section 02620 – Subdrainage
Section 02630 – Storm Drainage System
Section 02640 – Bioretention Basin
Section 02785 – Signage, Stripping and Markings

F. Division 3 – Concrete

Section 03001 – Structural Tests and Special Inspections
Section 03100 – Cast-In-Place Concrete Formwork
Section 03200 – Concrete Reinforcement
Section 03300 – Cast-In-Place Concrete
Section 03370 – Concrete Curing

G. Division 4 – Masonry

Section 04220 – Concrete Unit Masonry

H. Division 5 – Metals

Section 05120 – Structural Steel
Section 05560 – Metal Fabrications

I. Division 7 – Thermal and Moisture Protection

Section 07123 – Concrete Waterproofing

J. Division 15 – Mechanical

Section 15177 – Oil-Water Separators
Section 15180 – Submersible Pump and Hatches

K. Division 16 – Electrical

Section 16080 - Substation Acceptance Testing
Section 16110 - Manholes, Boxes, Raceways and Fittings
Section 16120 - Wires and Cables
Section 16314 – Medium Voltage Switchgear and Control Enclosures
Section 16350 - 60kV SF6 Circuit Breaker
Section 16361 - 60kV and 12 kV Group Operated Air Break Disconnect Switch
Section 16380 - Underground Raceway System
Section 16390 - Grounding
Section 16463 - Power Transformers
Section 16466 - Aluminum Bus and Bus Hardware
Section 16520 - Yard Lighting
16900 – Storm Water Pump Power and Controls

L.

Appendix

Appendix A – All plans and drawings listed on Document 00015 – List of Maps, Drawings, and Sketches

2. There are no Contract Documents other than those listed in this Document 00520, Article 6. Document 00320 (Geotechnical Data and Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

ARTICLE 7. MISCELLANEOUS

1. Terms used in this Agreement are defined in Document 00700 (General Conditions) and Document 01420 (References and Definitions) and will have the meaning indicated therein.

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.

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*.

4. The Contract Sum includes all allowances (if any).

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.

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

7. 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).

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.

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 first set forth above.

DOCUMENT 00520

AGREEMENT

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to form:

_____
RICHARD E. NOSKY, JR.
City Attorney

_____
JULIO E. FUENTES
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-0347

Attest:

_____
ROD DIRIDON JR.
City Clerk

"City"

_____
*[NAME OF BUSINESS/COMPANY]
a _____ (Corp./Partnership/Trust, etc.)

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 00520

AGREEMENT

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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 Ref. *PUBLIC WORKS CONTRACT #2403A*

Project Ref. *FAIRVIEW SUBSTATION*

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.

DOCUMENT 00550

NOTICE TO PROCEED

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
4. Attend preconstruction conference.
5. [__Additional Conditions as Necessary__]

City of Santa Clara dba Silicon Valley Power

By: _____

Its: _____

END OF DOCUMENT

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:

FAIRVIEW SUBSTATION
CONTRACT # 2403A

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)

Please Apply Corporate Seal Here

Please Apply Corporate Seal Here)

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

Approved as to Form:

_____ Date: _____

City Attorney

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:

   A. City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

   B. City has agreed to pay the Balance of the Contract Price:
      1. To Surety in accordance with the terms of this Bond and the Construction Contract; or
      2. To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contact.

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:

   A. 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

   B. 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

   C. 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

D. 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:

   A. The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;

   B. 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;

   C. 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).
   No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.

7. 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.

8. 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.

9. 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.

10. 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.

11. Definitions.

    A. 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.

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

    C. 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).

    D. 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.

CONSTRUCTION PERFORMANCE BOND

12. Surety shall submit following documents along with this Construction Performance Bond:

    A. Verification that Surety is admitted to transact surety business the State of California; and

    B. 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:

FAIRVIEW SUBSTATION
CONTRACT #2403A

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)

Please Apply Corporate Seal Here

Please Apply Corporate Seal Here)

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

Approved as to Form:

_____ Date: _____,

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:

   A. Promptly makes payment, directly or indirectly, for all sums due Claimants; and

   B 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 Contact, 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.

CONSTRUCTION LABOR AND MATERIAL PAYMENT 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.

    A. 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).

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

C. 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:

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

B. 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

FAIRVIEW SUBSTATION

CONTRACT #2403A

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 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, Document 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

GUARANTY

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

_____
Company Name

_____
Signature

_____
Title

_____
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

1. City and Contractor entered into Contract #2403A (the "Contract").

2. 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.

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

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

Claim No.	Date Submitted	Description of Claim	Amount of Claim

(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.

9. 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.

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

10. 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

*INSERT CONTRACTOR'S NAME
*choose one: corporation/partnership/individual

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: _____

Title: _____

Local Address: _____

_____

_____

Telephone ( ) _____

Fax: ( ) _____

"CONTRACTOR"

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

   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, 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

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.

Bidder: _____
Company Name

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

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: FAIRVIEW SUBSTATION

CONTRACT #2403A

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:

Document	Paragraph	Specified Item
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Document 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 Document 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

1. Does the substitution affect dimensions shown on Drawings?

_____

_____

_____

2. 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.

_____

_____

_____

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

_____

_____

_____

4. 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.

_____

_____

_____

5. 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.

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

Submitted by:

_____
Bidder/Contractor

[note applicable]

_____
Signature

_____
Name

_____
Address

_____
City/State/Zip

Telephone: _____

Date: _____

For Use by City:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____Received Too Late

By: _____

City's Representative

Date: _____

Remarks: _____

_____

_____

_____

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:

      Kevin Keating
      1500 Warburton Ave.
      Santa Clara, CA 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 Escrow Bid Documents will only be used as a guide in the resolution of disputes and claims.

3. Ownership of Escrow Bid Documents.

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, 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.

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:

1. As trade secrets, the Escrow Bid Documents are proprietary and confidential under paragraph 3.b. of this Document 00670.
2. 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.
3. 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 #2403A entered into between City and Contractor for the FAIRVIEW SUBSTATION 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.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

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	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address
_____	_____
City/State/Zip	City/State/Zip

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

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
_____	_____
Address	Address
_____	_____
City/State/Zip	City/State/Zip

On behalf of Escrow Agent:	REVIEWED AS TO FORM:
_____	_____
Title	Richard E. Nosky, Jr., City Attorney
_____	
Name	
_____	_____
Signature	Date
_____	
Address	
_____	
City/State/Zip	

END OF DOCUMENT

DOCUMENT 00700

GENERAL CONDITIONS

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GENERAL CONDITIONS

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GENERAL CONDITIONS

1. GENERAL

A. 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.I 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.

B. 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.

C. Defined Terms

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

2. BIDDING

A. Investigation Prior To Bidding

1. Prior to bidding, Bidders shall perform the work, investigations, research and analysis required by Article 5 of Document 00520 (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 "incidental work" to complete the Work, as that term is defined in paragraph 1.C of this Document 00700.

2. 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.
   a. 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.
   b. 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.)
   c. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to Document 00320 (Geotechnical Data and Existing Conditions) for identification of geotechnical reports, "as built" information, and other drawings or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site. These materials are not Contract Documents and, except for any "technical data" regarding subsurface conditions specifically identified in Document 00320 (Geotechnical Data and Existing Conditions), and "Underground Facilities" data, as limited in Document 00320 (Geotechnical Data and Existing Conditions), 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 must not rely on information provided by City.

B. Subcontractors

1. 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.
2. 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.)
3. 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

A. Award of Contract

City will make the Award of Contract by issuing a Notice of Award. As a condition to City signing Document 00520 (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.

B. Commencement of Work

The Contract Time will commence to run on the date indicated in the Notice to Proceed. See also paragraph 15.A.2 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

A. Bonds

1. At or before the date indicated in Document 00200 (Instructions to Bidders), Contractor shall file with City the following bonds:

a. 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

b. 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.

2. 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.

B. Insurance

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

5. DRAWINGS AND SPECIFICATIONS

A. Intent

1. 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.

2. 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 Documents 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.

3. 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.

B. 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.

C. 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 Document 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.

D. 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 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.

E. 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 Document 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.E ten (10) Business Days prior to furnishing such materials or performing such Work.

F. Deviation from Specifications and Drawings

1. 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.
2. 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.

G. Precedence of Documents

1. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
   a. Shop drawings or submittals take precedence over design drawings.

b. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
c. Document 00520 (Agreement), and terms and conditions referenced therein;
d. Document 00800 (Supplementary Conditions);
e. Document 00700 (General Conditions);
f. Division 1 Specifications;
g. Division 2 through 16 Specifications;
h. Drawings;
i. Written numbers over figures, unless obviously incorrect;
j. Figured dimensions over scaled dimensions;
k. Large-scale drawings over small-scale drawings.

2. Any conflict between Drawings and Division 2 through 16 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.
3. 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.
4. 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.

H. 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 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

A. 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.

B. Mutual Responsibility

1. 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.

2. 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 Document 01315 (Project Meetings).
3. 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.
4. Contractor's duties and responsibilities 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.
5. 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.

C. City Authority Over Coordination

1. 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.B 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.

2. 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.

7. CITY AND PAYMENT

A. 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 00520 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to City.

B. 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.

C. Receipt and Processing of Applications for Payment

As required by Document 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 Document 01200 (Measurement and Payment).

8. CONTROL OF THE WORK

A. Supervision of Work By Contractor

1. 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.
2. 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.

B. Observation of Work By City

1. 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.
2. City may engage an independent consultant or engineer (collectively for purposes of this paragraph 8.B, "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.

3. 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.
4. 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.
5. 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.

C. 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.

D. 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.

1. 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.
2. 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.
3. 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.D.3 of this Document 00700).
4. 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.

E. Underground Facilities

1. 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 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."

2. 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.A and 8.D of this Document 00700.
3. 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.
4. 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. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

5. 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:
   a. 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
   b. Contractor did not know of it; and
   c. 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.)
6. 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

A. Warranty and Guaranty

1. 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. 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.

2. 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.
3. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph 9.2 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:
    a. 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.
    b. 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.
    c. 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.
    d. 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.

B. Inspection of Work

1. 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.
2. 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.
3. 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 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.

C. Correction of Defective Work

1. 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 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.
2. 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 damaged 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 9.C.2 shall be in addition to any other rights it may have under the Contract Documents or by law.
3. 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.

4. 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.
5. 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.

D. Acceptance and Correction of Defective Work By City

1. 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.
2. 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.C.2 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 9.D.2. 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 Contractor disagrees with City's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700.

E. Rights Upon Inspection or Correction

1. 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.
2. 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.

F. 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.

G. 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.

H. 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 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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. Contractor To Supply Sufficient Workers and Materials

1. 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.
2. 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.

3. Exercise by City of the rights conferred upon City in paragraph 10.F.2 of this Document 00700, is entirely discretionary on the part of City. City shall have no duty or obligation to exercise the rights referred to in paragraph 10.F.2 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 10.F.2 of this Document 00700 are cumulative to City's other rights under any provision of the Contract Documents.

G. 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

H. 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

A. Schedules And Examinations Of Contract Documents

1. 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 Documents 01315 (Project Meetings), 01320 (Progress Schedules and Reports), and 01330 (Submittal Procedures).
2. Contractor shall submit to City for review and discussion at the Preconstruction Conference described in Document 01315 (Project Meetings):
   a. Progress schedules and reports as required by Documents 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 limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents

b. 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 Document 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.

c. 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 Document 01200 (Measurement and Payment).

3. 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 11.C.2 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 Documents 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 Documents 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.

4. 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 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.

5. Contractor shall submit submittals and Shop Drawings to City (or Engineer if City so designates) for review in strict accordance with Document 01330 (Submittal Procedures). Submission of a Shop Drawing shall constitute Contractor's representation that all requirements of Document 01330 (Submittal Procedures) have been complied with. All submittals will be identified as City may require and in the number of copies specified in Document 01330 (Submittal Procedures).
6. 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.

B. Cost Data

1. 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.
2. 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.
3. 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.B 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.

4. 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

A. General

1. 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 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.

2. 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.

3. 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.
4. "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.
5. 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.
6. 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.

B. Procedure

1. 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.B.2, Contractor shall waive its rights to further claim on the specific issue.

2. 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).
3. 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 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.
4. Claims shall be calculated in the same manner as Change Orders per Document 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 DOCUMENT 01250 (MODIFICATION PROCEDURES).

C. Claim Format

1. Contractor shall submit the claim justification in the following format:
   a. Cover letter and certification;
   b. Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;

c. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
d. Chronology of events and correspondence;
e. Analysis of claim merit;
f. Analysis of claim cost; and
g. Attach supporting documents referenced in paragraph 12.C.1.c.

D. 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 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.

E. Mediation

All Contractor claims not subject to the claim resolution procedures set forth in Document 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.

F. 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

A. Laws And Regulations

1. 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 of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
2. 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.

B. 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, including fees for street opening permits, 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, 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.

GENERAL CONDITIONS

C. Responsibility Of Contractor And Indemnification

1. 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.
2. 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, 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.
3. 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.
4. 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.
5. 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.

6. 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.

D. Concealed Or Unknown Conditions

1. 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 paragraph 16.D of this Document 00700, and in no event later than seven Days after first observance of:
   a. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
   b. 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.D.1, 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 Document 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
2. 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:
   a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
   b. 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.A.1 and 8.D of this Document 00700; or
   c. 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.A.1 of this Document 00700 precludes reliance upon; or
   d. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.
3. 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.D, Contractor shall proceed with the Work as directed by City and may make a claim as provided in Article 12 of this Document 00700.

E. Notice Of Hazardous Waste Or Materials Conditions

1. 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.D of this Document 00700), and in no event later than 24 hours after first observance of any:
   a. 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
   b. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
2. 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.
3. 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.
4. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
   a. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
   b. 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
   c. Contractor failed to give the written notice within the time required by paragraph 13.E.1 of this Document 00700.

5. 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 Document 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.
6. 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.E Contractor shall proceed with the Work as directed by City and may make a claim as provided in Article 12 of this Document 00700.
7. In addition to the parties' other rights under paragraph 13.E.5 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.

F. Suspension Of Work

1. 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 Document 01250 (Modification Procedures). No adjustment shall be made to extent that:
   a. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
   b. An equitable adjustment is made or denied under any other provision of Contract Documents; or
   c. 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.

G. Termination Of Contract For Cause

1. City may declare Contractor in default of Contract Documents and City may terminate Contractor's right to proceed under the Contract Documents for cause:
   a. 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
   b. 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, 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
   c. 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.)

2. If City at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in paragraph 13.G.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.G.1.b 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.
3. 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.
4. In the event of termination by City as provided in paragraph 13.G.1 of this Document 00700 for cause:
   a. 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.
   b. 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.G.4 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.

c. City's rights under paragraph 13.G.4.b 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.

5. 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.

6. 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.H. Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Document 00700. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

H. Termination of Contract For Convenience

1. 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.

2. After receiving a notice of termination under paragraph 13.H.1 of this Document 00700, and except as otherwise directed by City, Contractor shall:

   a. Stop Work under the Contract Documents on date and to extent specified in notice of termination;

   b. 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;

   c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

   d. 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;

   e. 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.H;

f. 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;

g. 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.H.2.f 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;

h. Complete performance of the part of the Work which was not terminated by the notice of termination; and

i. 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.

3. After receipt of a notice of termination under paragraph 13.H.1 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.H. 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.H, City's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

   a. 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 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.

b. A reasonable allowance for profit on cost of Work performed as determined under paragraph 13.H.3.a 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.

c. Reasonable costs to Contractor of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.

d. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.

e. Except as provided in this paragraph 13.H.3 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.

f. City shall have no obligation to pay Contractor under this paragraph 13.H unless and until Contractor provides City with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

4. 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):

a. 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;

b. Any claim which City may have against Contractor in connection with Contract Documents; and

c. 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.H, and not otherwise recovered by or credited to City.

I. Contingent Assignment Of Subcontracts

1. Contractor hereby assigns to City each Subcontract for a portion of the Work, provided that:
   a. 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.G or 13.H of this Document 00700.
   b. The Assignment is effective only for the Subcontracts which City expressly accepts by notifying the Subcontractor in writing;
   c. 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;
   d. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs 13.G or 13.H 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
   e. Nothing in this paragraph 13.I 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.

J. Remedies and Contract Integration

1. 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 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.
2. 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.

3. 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.
4. 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.

K. 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 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.

L. 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.

M. 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.

N. 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.

O. 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

A. Alterations, Modifications And Force Account Work

1. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.
2. 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.

3. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
   a. The Work performed in connection with the change to be made;
   b. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
   c. The extent of the adjustment in the Contract Time, if any.
4. 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.
5. 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.
6. 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 Document 01250 (Modification Procedures), except in cases of emergency discussed in Article 16 of this Document 00700.
7. 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.
8. 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.
9. 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.

10. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Document 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 Document 01250 (Modification Procedures) in order to request, claim or prove compensation for delay.
11. 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 of City's approved Change Order limits and procedures in effect at the applicable time.

15. TIME ALLOWANCES

A. Time Allowances For Performance Of Contract Documents

1. 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
2. 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).

B. Entitlement to Change Of Contract Time

1. 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.
2. The Contract Time will be adjusted in an amount equal to the time lost due to:
   a. Changes in the Work ordered by City;
   b. 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

c. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this paragraph 15.B, 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.

3. The Contract Time shall not be extended for any cause identified in paragraph 15.B.2 above, however, unless:
   a. 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);
   b. A claim for delay is made as provided herein; and
   c. Contractor submits a Time Impact Evaluation as required under Document 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.

4. 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.

5. 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.B.5. 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.B.7 of this Document 00700.

6. 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.

7. 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.
8. 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.

C. 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 Document 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 15.C.

D. Time Extensions and/or Damages Entitlements For Delays

1. Contractor may receive a time extension and be compensated for delays caused directly and solely by City.
2. 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 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.
3. 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.

4. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
   a. 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;
   b. 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
   c. 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.

E. Liquidated Damages

1. 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 the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
2. 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.

3. 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

A. Use of Site/Sanitary Rules

1. 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.
2. 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 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.
3. 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.
4. 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.

B. Protection of Work, Persons, Property and Operations

1. 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.
2. 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 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.
3. Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to in paragraph 16.B.1 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.
4. 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.
5. 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.

C. Responsibility For Safety And Health

1. 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.

2. 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.
3. 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.

D. 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.

E. 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.

F. 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.

G. Prevailing Wages

1. 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 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.
2. 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.G.2 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.
3. 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.
4. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813.

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

I. Shoring Safety Plan

1. 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.
2. 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.I.

J. Emergency Water Shut-off Plan

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

K. Emergency Sewer By-Pass Plan

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

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DOCUMENT 00700

GENERAL CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. SUMMARY

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

2. SUPPLEMENTS

A. Supplement to Paragraph 15 (Time Allowances)

1. A new Paragraph 15.A.I, reading in full as follows, is hereby added 15.A.I.See Document 01100 (Summary) paragraph 1.7 for certain limitations on Contractor's rights under this paragraph 15.B.

B. Supplement to Paragraph 16.C (Responsibility For Safety And Health)

1. A new Paragraph 16.C.1, reading in full as follows, is hereby added

16.C.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/cm^2. Such clothing shall be worn whenever Contractor's employees or Subcontractor's employees are working within energized substations.

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DOCUMENT 0800

SUPPLEMENTARY CONDITIONS

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INSURANCE

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 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.

INSURANCE

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.

3. 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.

F. 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.

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

City of Santa Clara Electric Department
c/o EBIX - Insurance Compliance
P.O. 12010-S2
Hemet, CA 92546-8010
Telephone: (951)766-2280; or
Fax: (951)766-2299

or

151 North Lyon Avenue
Hemet, CA 92543

H. 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

DOCUMENT 0822

APPRENTICESHIP PROGRAM

1. 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.

2. 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 journeyperson.

3. 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.

4. 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.

END OF DOCUMENT

DOCUMENT 0822

APPRENTICESHIP PROGRAM

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DOCUMENT 01100

SUMMARY OF WORK

PART 1 GENERAL

1. SUMMARY

A. Document 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. Construction Site Access
22. Specification Data Sheets and Schedules
23. Site Administration
24. Products Ordered In Advance
25. City-Furnished Products

2. WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises all required work, as shown on the plans and described in these specifications, located on 2920 Coronado Drive, Santa Clara, California.

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. The Work includes, but is not necessarily limited to the following:

1. Clearing and Grubbing: Removal of landscaping and shrubs, vegetation, bushes, stumps, roots of down trees, brush, grass, weeds, and other objectionable material.

SUMMARY OF WORK

2. Demolition and Removal: Excavation and removal of existing chain link fence and footings, removal and disposal of trees, removal and disposal of concrete sidewalks, removal of all concrete material and all other demolition work required to clear the site for the new construction.
3. Earthwork, including: removal of existing surface material, site preparation, excavation and foundation preparation, dewatering, offsite disposal of excavated materials, sheeting, erosion control, shoring and bracing, and rough grading of the site.
4. Construction of substation perimeter CMU wall and vehicle gates including man doors.
5. Construction of equipment concrete foundations, oil collection pit, structures footings, and switchgear and control enclosures concrete stem wall foundations.
6. Furnishing and Installation of underground conduits, pullboxes, cable trench and main ground grid system, including trenching, backfilling and compaction.
7. Furnishing and installation of oil collection system, including sump pump and controller, excavation for oil/water separator tanks, trenching and installation of oil collection pipe, backfilling and compaction of all excavations and trenching,
8. Transportation from storage site and Installation of City's furnished 60 kV SF6 circuit breakers. Unloading, lifting, placing on concrete pad, assembling and anchoring of City's furnished 60 kV SF6 circuit breakers.
9. Anchoring to concrete foundation of City's furnished switchgear and control enclosures and power transformers after assembling and installation on foundation by equipment manufacturer.
10. Furnishing and erection of steel structures, including dead-end structures, bus support structures and disconnect switch support structures.
11. Furnishing and installation of 60 kV and 12 kV disconnect switches, VT's, VT's Fuse and Switch Enclosure, and bus support insulators.
12. Furnishing and installation of 60 kV and 12 kV buses, including connectors and hardware to connect to equipment terminal pads.
13. Furnishing and installation of outdoor lighting system, including fixtures, mounting brackets, boxes and poles.
14. Furnishing and installation of equipment interconnection wiring, including connections to equipment and control room termination cabinets, switchgear master termination cabinets, wiring for lighting system and to controller for sump pump in Oil/Water Separator tank.
15. Final grading and surfacing, including aggregate base and asphalt concrete pavement within the substation area and outside of substation area, and pavement repair outside the substation fence for areas damaged by construction activities.
16. Assisting the City's testing company with the acceptance testing and commissioning of the substation equipment, including equipment furnished by the City and the Contractor.
17. Coordination with other contractors working at the site and its Subcontractors, coordination with local utility owners and PG&E and the City, obtaining

necessary permits and complying with permit and environmental conditions, site restoration and cleanup.

18. Furnishing and installation of domestic water system.
19. Stormwater Pollution Prevention . Furnishing and installation of erosion control measures. Repair and maintenance of erosion measures during construction.

C. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.

D. 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.

E. Contractor's use of the premises for Work and storage is limited to the area indicated.

F. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.

3. BID ITEMS, ALLOWANCES, AND ALTERNATES

A. Any Bid Item may be deleted or quantities reduced, 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.

B. Payment of all items is subject to provisions of Contract Documents, including without limitation Document 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. Descriptions of Lump Sum 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 lump sum price paid under this item shall be full payment for all Bonds and Insurance required by Document 00700 (General Conditions).
2. Safety Plan and Programs. The lump sum price paid under this item 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 lump sum price paid under this item shall be full payment for initial mobilization at Project commencement (50% to be paid then), and cleanup and demobilization at Final Completion of Work to be completed (50% to be paid then).
4. Clearing and Grubbing. The lump sum price paid under this item 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.
5. Demolition and Removal Work: The lump sum price paid under this item shall be full payment for excavation and removal of existing chain link fence and footings, removal and disposal of trees and shrubs, removal and disposal of concrete sidewalks, removal and disposal of gravel, cutting concrete curbs and gutters and removal of concrete material, removal of asphalt concrete material, and all other demolition work required to clear the site for the new construction.
6. Earthwork. The lump sum price paid under this item shall be full payment for locating and relocating existing utilities, protecting existing utilities that are to remain, excavation for foundations, offsite disposal of excess excavated materials, and rough grading of the site.
7. Storm Water Pollution Prevention. The lump sum price paid under this item shall be full payment for the implementation of the Storm Water Pollution Prevention Plan (SWPPP), furnishing and installation of erosion control measures, repair and maintenance of erosion control measures during construction, adding additional erosion control measures as directed by the Owners Representative, removal and disposal of erosion control measures, inspections, any required storm water sampling as needed, and coordination of amendments to the SWPPP with the QSD as conditions may change.
8. In-Grade Beams, Concrete Mat Slabs, Steel Structure Pedestals and Switchgear and Control Enclosures Stem Walls Foundations. The lump sum price paid under this item shall be full payment for locating and protecting existing utilities, furnishing and constructing a concrete mat slab under the substation equipment, grade beams, steel structures concrete pedestals, equipment foundations, switchgear and control enclosures stem wall foundations, transformers oil collection pits, including formwork, reinforcing steel and embed metals.
9. Perimeter Wall Concrete Spread Footings. The lump sum price paid under this item shall be full payment for locating and protecting existing utilities, furnishing and constructing concrete spread footings for CMU perimeter wall, and entrance gates, including formwork, and reinforcing steel.
10. CMU Perimeter Wall. The lump sum price paid under this item shall be full payment for furnishing and constructing CMU perimeter wall, including reinforcing steel, entrance gates and man gates.
11. Oil Collection System and Storm Drain System. The lump sum price paid under this item shall be full payment for locating and protecting existing utilities, furnishing and installation of oil collection piping, oil/water separators, sump pump and controller, sump pump force main, subdrains including drain rock and filter fabric, complete bioretention basin including subdrains and

backfill materials, storm drain lines, storm drain manholes, area drain, storm drain cleanouts, fiber glass trench drains, and including all excavation work, trenching, backfilling and compaction. This item also includes the storm drain pump station and force main, including the associated structures, equipment, electrical and controls, piping, valves, fittings and appurtenances.

12. Domestic Water System. The lump sum price paid under this item shall be full payment for furnishing and construction the water pipe and hose bib, including all excavation work, trenching, backfilling, compaction, and connection to existing water main.
13. Cable Trench and Conduit System. The lump sum price paid under this item shall be full payment for locating and protecting existing utilities, furnishing and installation of precast high density polymer concrete cable trench and covers, all underground conduit system, including medium voltage manholes and low voltage pullboxes, including excavation, trenching, backfilling and compaction. This item also includes all above ground conduit system, including pullboxes, and conduit connections to equipment, switchgear enclosure, control enclosure, yard lighting fixtures, sump pump controller and sump pump.
14. Ground Grid System. The lump sum price paid under this item shall be full payment for locating and protecting existing utilities, furnishing and installation of the main ground grid conductor, including all exothermic connections, trenching, backfilling, compaction and all ground connections to gates, metallic fence posts, equipment, switchgear enclosure, control enclosure, platform landings, lighting poles, manholes, and pullboxes. This item also includes the furnishing and installation of the switch operator grounding platform, including connections to the switch support structure.
15. Structural Steel. The lump sum price paid under this item shall be full payment for furnishing, erection and leveling of all steel structures, including anchor bolts and grouting under base plate. This item also includes the furnishing and installation of the switchgear and control enclosures' steel landing, railing and steps.
16. 60 kV and 12 kV Disconnect Switches. The lump sum price paid under this item shall be full payment for furnishing, assembly, installation, and adjustment of disconnect switches on steel support structures, including installation of interphase rods, operating mechanism and switch operator.
17. 60 kV VT'S and VT'S Fuse and Switch Enclosure. The lump sum price paid under this item shall be full payment for furnishing and installation of VT's and Fuse and Switch Enclosure. Conduit and grounding requirements shall be included in Bid Items No. 13 and 14.
18. Installation of City Furnished Equipment. The lump sum price paid under this item shall be full payment for rigging, lifting, transportation, installation and anchoring of City furnished 60 kV SF6 Circuit Breakers. This item also includes the anchoring and caulking/sealing of the base of the switchgear enclosure, control enclosure, and power transformers.
19. 60 kV and 12 kV Bus and Bus Hardware. The lump sum price paid under this item shall be full payment for furnishing and installation of all bus support

insulators, bus conductors, cables, connectors, and hardware for connection to equipment terminal pads.

20. Outdoor Lighting. The lump sum price paid under this item shall be full payment for furnishing and installation of the substation yard lighting, including lighting fixtures, junction boxes, mounting brackets, lighting poles and anchor bolts. This item also includes the grouting under the lighting poles base plate.
21. Final Grading and Surfacing. The lump sum price paid under this item shall be full payment for construction of the substation final grade, concrete curbs, concrete curbs and gutters, concrete retaining walls, aggregate base and asphalt concrete pavement, and striping. This item shall also include all work associated with the construction of the driveway entrances to the substation and pavement repair of areas damaged by construction operations.
22. 5' Concrete Sidewalk. The lump sum price paid under this item shall be full payment for locating and protecting existing utilities and for furnishing and installation of 5' wide concrete sidewalk and 4" Precast Trench Drain with Slotted Galvanized Steel Grates. This item shall include all work including sub-grade preparation providing and removing formwork, placement and compaction of aggregate base, providing and installing, reinforcing steel and providing, placing, and finishing the concrete. This work shall also include the work associated with installing trench drain, including excavation, trenching, shoring, backfill and compaction.
23. Interconnection Wiring and Wiring Connections. The lump sum price paid under this item shall be full payment for furnishing and installation of all interconnection wires and cables between the substation equipment, the switchgear enclosure master termination cabinets, and control enclosure termination cabinets. This item also includes the lighting circuits to all yard lights and the power and alarm connections to the sump pump controller and power and control to the sump pump.
24. Assist in Third Party Acceptance Testing and Commissioning. The lump sum price paid under this item shall be full payment for assisting the city's testing company in the testing and commissioning of all substation equipment and electrical systems installed under this project, including the acceptance testing and commissioning of City Furnished Equipment.
25. Installation, Operation, and Maintenance Manuals, Record Drawings. The lump sum price paid under this item shall be full payment for preparation of installation, operation, and maintenance manuals. This item shall also include the preparation of two (2) fully detailed, clean sets, of red and green lined as-built construction drawings and plans for the project.
26. Traffic Control. The lump sum price paid under this item shall be full payment for implementing traffic control for street opening and other Contractor's operations impacting public convenience and public safety.
27. All Work of Contract Documents other than Work separately provided for under other Bid Items. The lump sum price paid under this item shall be full payment for all Work of Contract Documents other than Work separately provided for under other Bid Items, including cleaning, startup, and testing, submittals, and all other general conditions, general requirements, and seismic requirements.

E. Descriptions of Unit Price Items and Basis of Measurement for Payment (listed by Bid Item Numbers): In the event there is a need to adjust the scope of selected features of the project, by adding or deleting quantities, Unit Price Items will be used to adjust the contract price. Unit Price Items shall include general conditions, general requirements, materials, labor, and equipment necessary to complete each Unit Price Item as shown and specified:

1. Reinforced Concrete. The contract unit price paid per cubic yard for Reinforced Concrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing reinforced concrete, including excavation, formwork, and reinforcing material.
2. Conduit, 6" PVC Type DB-120, 4'-6" Cover. The contract unit price paid per lineal foot for Conduit, 6" PVC Type DB-120, 4'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
3. Conduit, 2-Way 6" PVC Type DB-120, 4'-6" Cover. The contract unit price paid per lineal foot for Conduit, 2-Way 6" PVC Type DB-120, 4'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
4. Conduit, 4-Way 6" PVC Type DB-120, 4'-6" Cover. The contract unit price paid per lineal foot for Conduit, 4-Way 6" PVC Type DB-120, 4'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
5. Conduit, 6" PVC Type DB-120, 7'-6" Cover. The contract unit price paid per lineal foot for Conduit, 6" PVC Type DB-120, 7'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
6. Conduit, 2-Way 6" PVC Type DB-120, 7'-6" Cover. The contract unit price paid per lineal foot for Conduit, 2-Way 6" PVC Type DB-120, 7'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
7. Conduit, 4-Way 6" PVC Type DB-120, 7'-6" Cover. The contract unit price paid per lineal foot for Conduit, 4-Way 6" PVC Type DB-120, 7'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
8. Conduit, 5" PVC Type DB-120, 4'-6" Cover. The contract unit price paid per lineal foot for Conduit, 5" PVC Type DB-120, 4'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.

9. Conduit, 2-Way 5" PVC Type DB-120, 4'-6" Cover. The contract unit price paid per lineal foot for Conduit, 2-Way 5" PVC Type DB-120, 4'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
10. Conduit, 4-Way 5" PVC Type DB-120, 4'-6" Cover. The contract unit price paid per lineal foot for Conduit, 4-Way 5" PVC Type DB-120, 4'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
11. Conduit, 5" PVC Type DB-120, 7'-6" Cover. The contract unit price paid per lineal foot for Conduit, 5" PVC Type DB-120. 7'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
12. Conduit, 2-Way 5" PVC Type DB-120, 7'-6" Cover. The contract unit price paid per lineal foot for Conduit, 2-Way 5" PVC Type DB-120, 7'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
13. Conduit, 4-Way 5" PVC Type DB-120, 7'-6" Cover. The contract unit price paid per lineal foot for Conduit, 4-Way 5" PVC Type DB-120, 7'-6" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
14. Conduit, 4" PVC Type DB-120, 2'-0" Cover. The contract unit price paid per lineal foot for Conduit, 4" PVC Type DB-120, 2'-0" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
15. Conduit, 3" PVC Schedule 40, 2'-0" Cover. The contract unit price paid per lineal foot for Conduit, 3" PVC Schedule 40, 2'-0" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
16. Conduit, 2" PVC Schedule 40, 2'-0" Cover. The contract unit price paid per lineal foot for Conduit, 2" PVC Schedule 40, 2'-0" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
17. Conduit, 1-1/2" PVC Schedule 40, 2'-0" Cover. The contract unit price paid per lineal foot for Conduit, 1-1/2" PVC Schedule 40, 2'-0" Cover, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing conduit, including excavation, trenching, shoring, backfill, and compaction.
18. Manhole, 5'x10' per SVP UG 1000. The contract unit price paid per each Manhole, 5'x10' per SVP UG 1000 shall include full compensation for

furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing manhole, including excavation, shoring, dewatering, backfill, and compaction.

19. Manhole, 8'x14' per SVP UG 0350. The contract unit price paid per each Manhole, 8'x14' per SVP UG 0350 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing manhole, including excavation, shoring, dewatering, backfill, and compaction.
20. Primary Switch Vault, 8'x10' per SVP UG 1000. The contract unit price paid per each Primary Switch Vault, 8'x10' per SVP UG 1000 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing vault, including excavation, shoring, dewatering, backfill, and compaction.
21. Splice Box, 4'x4' per SVP UG 1000. The contract unit price paid per each Splice Box, 4'x4' per SVP UG 1000 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing Splice Box, including excavation, shoring, dewatering, backfill, and compaction.
22. Splice Box, 30"x60" per SVP UG 1000. The contract unit price paid per each Splice Box, 30"x60" per SVP UG 1000 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing Splice Box, including excavation, shoring, dewatering, backfill, and compaction.
23. Splice Box, 17"x30" per SVP UG 1000. The contract unit price paid per each Splice Box, 17"x30" per SVP UG 1000 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing Splice Box, including excavation, shoring, dewatering, backfill, and compaction.
24. 12" Storm Drain Pipe. The contract unit price paid per lineal foot for 12" storm drain pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing pipe, including excavation, trenching, shoring, backfill and compaction.
25. 8" Storm Drain Pipe. The contract unit price paid per lineal foot for 8" storm drain pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing pipe, including excavation, trenching, shoring, backfill and compaction.
26. 4" Force Main. The contract unit price paid per lineal foot for 4" force main shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing force main, including excavation, trenching, shoring, backfill, and compaction.
27. 6" Non-conductive Traffic Rated Trench Drain. The contract unit price paid per lineal foot for 8" non-conductive traffic rated trench drain shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing trench drain, including excavation, trenching, shoring, backfill and compaction.

28. 6" Perforated Pipe. The contract unit price paid per lineal foot for 6" perforated pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing pipe, including excavation, trenching, shoring, backfill, and compaction,
29. 4" Perforated Pipe. The contract unit price paid per lineal foot for 4" perforated pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing pipe, including excavation, trenching, shoring, backfill, and compaction,
30. 1" Domestic Water Pipe. The contract unit price paid per lineal foot for 4" domestic water pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved installing pipe, including excavation, trenching, shoring, backfill, and compaction.
31. Fiber Roll. The contract unit price paid per lineal foot for fiber roll shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing fiber roll, including excavation and staking.
32. Inlet Protection. The contract unit price paid per each for inlet protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved installing, maintaining and removing inlet protection, including sandbags, pipes, and gravel.
33. 6" Wide Concrete Retaining Wall. The contract unit price paid per lineal foot for 8" Concrete Retaining Wall shall include full compensation for providing all labor, materials, tools, equipment and incidentals necessary to construct new retaining wall, including sub-grade preparation, providing and removing formwork and providing, placing and finishing the concrete.
34. Flush Concrete Curb. The contract unit price paid per linear foot for Flush Concrete Curb shall include full compensation for providing all labor, materials, tools, equipment and incidentals necessary to construct new flush concrete curb, including sub-grade preparation, providing and removing formwork, and providing, placing and finishing the concrete.
35. Concrete Valley Gutter. The contract unit price per square foot for Valley Gutter, shall include full compensation for providing all labor, materials, tools, equipment and incidentals necessary to construct new concrete valley gutter including sub-grade preparation providing and removing formwork, providing and installing, reinforcing steel and providing, placing, and finishing the concrete.
36. Asphalt Concrete. The contract unit price paid per ton for asphalt concrete shall include full compensation for furnishing all labor, materials (Including asphalt binder), tools and equipment and for doing all the work involved including surface preparation, tack coat, handling, spreading, placing, compacting and doing all other incidental work involved in placing the asphalt concrete as required.
37. 6" Wide Mow Strip. The contract unit price paid per linear foot for 6" Wide Mow Strip shall include full compensation for providing all labor, materials, tools, equipment and incidentals necessary to construct new concrete mow strip,

including sub-grade preparation, providing and removing formwork, and providing, placing and finishing the concrete.

F. Contingency Reserve (NONE)

G. Allowances: (NONE)

H. Alternates: (NONE)

4. WORK UNDER OTHER CONTRACTS

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

5. FUTURE WORK (N/A)

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.

7. WORK DAYS AND HOURS

A. Work Days and hours: Monday-Friday inclusive, 7:00 a.m.-4:00 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.

D. Contractor shall protect facilities against deleterious substances and damage.

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.

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 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 construction schedule with the schedule of Silicon Valley Power for normal power service installation.

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.

1. 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.

2. 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.

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.

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. 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.

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 Document 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.

G. 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 of this Document 01100, if any, prior to substantial completion of all of the Work. 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.

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.

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.

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, 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).

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).

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.

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

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.

17. LAYDOWN/STAGING AREA

The Contractor shall be responsible for providing a staging area at their own expense.

18. PERMITS

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

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. Encroachment Permit. The Contractor shall obtain, as applicable, a permit as required by the City of Santa Clara.

C. 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).

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.

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 Document 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.

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.

22. 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 the stabilized construction entrance, 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.

23. SPECIFICATION DATA SHEETS AND SCHEDULES

Specifications may have data sheets and schedules as part of specific specification documents. 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.

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.

PART 2 PRODUCTS

1. PRODUCTS ORDERED IN ADVANCE (N/A)

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 site.
3. On delivery, inspect products jointly with Contractor.
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. Receive and unload products at site; inspect for completeness or damage jointly with City.

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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DOCUMENT 01100

SUMMARY OF WORK

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DOCUMENT 01200

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1. SUMMARY

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

2. REFERENCES

A. California Public Contract Code

B. Code of Civil Procedures

C. Government Code

3. SCOPE OF WORK

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

4. DETERMINATION OF QUANTITIES

Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by City, of units of work satisfactorily completed in accordance with Contract Documents or as directed by City. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurements or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods, as City may consider appropriate, for class of work measured. Contractor shall immediately inform City of any disputes regarding quantity measurements and shall immediately supply City with any documentation supporting the disputed measurements.

5. SCOPE OF PAYMENT

A. Except as otherwise expressly stipulated in Document 01100 Summary of Work, payment to Contractor at the unit price or other price fixed in the contract for performing Work required under any item, or (if the contract is on a lump sum price basis) at the lump sum price fixed in the contract for performing all work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order, or City directive to perform work on a time and material basis or unilateral change order basis, as required in Document 01250 shall be full compensation for completing, in accordance with Contract Documents, all work required under the item or under Contract Documents, and for all expense incurred

by Contractor for any purpose in connection with the performance and completion of said work, including all incidental work necessary for completion of the Work.

B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, shall also include any costs for loss or damage arising from nature of Work, or prosecution of the Work, or from action of elements. Unless Contract Documents expressly provide otherwise, the contract Sum shall be deemed to include:

1. Any and all costs arising from any unforeseen difficulties, which may be encountered during, and all risks of any description connected with, prosecution of Work, bid item or unit price item, respectively, until acceptance by City;
2. All expenses incurred due to suspension, or discontinuance of Work, bid item or unit price item, respectively, as provided in Contract Documents;
3. Escalation to allow for cost increases between time of Contract Award and completion of Work, bid item or unit price item, respectively.

C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.

D. For the materials and equipment referenced in Section 0110, as subject to payment prior to incorporation into the Work, where Contractor requests payment on the basis of such materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

1. The materials and/or equipment shall be delivered and suitably stored at the site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
2. Full title to the materials and/or equipment shall vest in City at the time of delivery to the site, warehouse or other storage location;
3. Contractor shall obtain a negotiable warehouse receipt, endorsed over to City for materials and/or equipment stored in an off-site warehouse. No payment shall be made until such endorsed receipts are delivered to City;
4. Stockpiled materials and/or equipment shall be available for City inspection, but City shall have no obligation to inspect them and its inspect or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to specifically identify these specific Contract Documents;
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be

removed and replaced with suitable materials and/or equipment at Contractor's expense;

6. At its expense, Contractor shall insure the materials and/or equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
7. Contractor's application for payment shall be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which must be satisfactory to City. This documentation shall include, but not be limited to conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the application for payment relates as well as unconditional releases of the same from the same as to the previous application for payment for which they have not already been provided.
8. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

6. BASIS OF PAYMENT

A. Unit Pay Quantities: When estimated quantity for specific portions of Work is listed in Bid Form, quantity of work to be paid for shall be actual number of units satisfactorily completed in accordance with Contract Documents.

B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as Lump Sum, payment will be based on the approved schedule of values of the work under the lump sum, or in the event a schedule of values is not required, on the percentage of the lump sum scope satisfactorily completed. Once Contractor provides and the City accepts the cost loaded activities in the Initial Contract Schedule, payment will be based on the accepted lump sums of coast-loaded activities. See Specification Document 01320 regarding the preparation of the cost-loaded Initial Contract Schedule.

C. Allowances: Allowance items will be paid for as provided in Document 01100 Summary of Work. Funds authorized for Allowance work will not be released for contract payments unless City has authorized Allowance work in writing.

D. City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class of portion of Work, to leave out entire Bid item or items, or to add work not included in Bid, when in its judgment such change is in best interest of City. No change in Work shall be considered waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract

Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

7. PROGRESS PAYMENTS

A. If requested by Contractor, progress payments will be made monthly, but not more often than monthly.

B. Schedule of Values.

1. Within ten (10) calendar days from issuance of Notice of Award and prior to the Contractor's application for the first progress payment, Contractor shall submit a detailed breakdown if its bid by scheduled Work items and or activities based on the approved cost loading of the Initial Contract Schedule, including coordination responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Initial Contract Schedule network activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by City to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
2. Contractor's overhead, profit, insurance, cost of bonds and/or other financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, monthly costs of temporary power and lighting, security and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equal Contractor's total Contract Sum, less any allowances designated by City. Scheduling, record documents and quality assurance control shall be separate line items.
3. City will review the breakdown in conjunction with the approved cost loading of the Initial Contract Schedule activities to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City, City will accept this Schedule of Values for use. City shall be the sole judge of fair market cost allocations.
4. Any attempt to increase the cost of early activities, (i.e., "front loading") will be rejected by City, resulting in a complete reallocation of monies until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to City.

C. Payment Requests

1. On or before the 20th day of each month (but after receipt of City's approval of the updated Schedule as required by Document 01320 -- Progress Schedules and Reports, Contractor shall submit to City one original and one electronic copy of an Application for Payment for the cost of the Work put in place during the period from the 15th day of the previous month to the 15th day of the current month. Such Applications for payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Contractor shall submit in a form acceptable to City an itemized cost breakdown of Contractor's record of Cost of the Work together with supporting data and any certification required by City. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a day for day basis.
2. Payment requests may include, but are not necessarily limited to the following:
   a. Material, equipment and labor incorporated into the Work at the Site, less any previous payments for the same;
   b. Up to seventy-five percent (75%) of the cost of major equipment identified in Paragraph 1.05.E above (if any), if purchased and delivered to the site or stored off site, as may be approved by City.
   c. Up to fifty percent (50%) of the cost of materials identified in Paragraph 1.05.E above (if any), specifically fabricated for the Project that is not yet incorporated into the Work at the Site.
3. Contractor shall, at the time any payment request is submitted, certify in writing the accuracy of the payment request and that Contractor has fulfilled all scheduling requirements of Document 00700 – General Conditions and Document 01320 – Progress Schedules and Reports, including updates and revisions. A responsible officer of Contractor shall execute the certification.
4. No progress payment will be processed prior to City receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Document 01320 justifies denying the entire Application for Payment.
5. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to City.
6. If City requires substantiating data, Contractor shall submit information requested by City, with cover letter identifying Project, payment request

number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy Payment request submitted.

7. Monthly progress payments shall be made, based on total value of activities completed or partially completed, as determined by City with participation of Contractor, and based upon approved activity costs. Accumulated retainage will be shown as separate item in payment summary. If Contractor fails or refuses to participate in construction progress evaluation with City, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information for City.

D. Progress Payments

1. City will review Contractor's payment request following receipt. If adjustments need to be made to percent of completion of each activity, City will make appropriate notations and return to Contractor. Contractor will revise and resubmit. All parties will update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. Each Application for Payment may be reviewed by City and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by City pursuant to the Schedule of Values prepared in accordance with Section 1.05, paragraph 7 of this Document 01200.
3. If it is determined that the payment request is not a proper payment request suitable for payment, City shall return it to the Contractor as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If City determines that portions of the payment request are not proper or not due under the Contract Documents, then City may approve the other portions of the payment request, and in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.
4. Pursuant to Public Contract Code Section 20104.50, if City fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from a contractor, City shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The thirty (30) day period shall be reduced by the number of days by which City exceeds the seven (7) day return requirement set forth herein.
5. As soon as practicable after approval of each Application for Payment for progress payments, City will pay Contractor in a manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in the Contract Documents (City will retain the remaining 5 percent as retention), or in a lesser amount of so provided in the Contract Documents, provided that payments may at any time be withheld if, in the judgment of

the City, Work is not proceeding in accordance with contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. City also may elect in its sole discretion to pay progress payments by join check to Contractor and each Subcontractor having an interest in that progress payment in such amount.
7. City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.
8. Granting of progress payment or payments by City, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material through unsatisfactory character of work or material may have been apparent or detected at time payment was made.
   When City shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover City's charges against it, City shall have the right to recover the balance from Contractor or Sureties.
   The City will not reduce the 5% retention until the City issues the Certificate of Substantial Completion in accordance with Document 01770 – Project Closeout, Paragraph 1.03. The City reserves the right to maintain the 5% retention after the Certificate of Substantial Completion is issued if the Contractor is not complying with the requirements of the Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

8. SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any monies withheld under Contract Documents to insure performance is permitted under the flowing conditions:

A. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City which are equivalent to the amount

withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.

B. Alternatively, Contractor may request and City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this document for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from City, pursuant to the terms of this document. Contractor shall pay to each subcontractor, not later than twenty (20) days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.

C. Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.

D. Contractor shall enter into escrow agreement with Controller according to Document 00680 – Escrow Agreement, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.

E. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

9. FINAL PAYMENT

A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including Contractor maintenance after Final Acceptance, City will pay to Contractor, in manner provided by law, unpaid balance of contract price of Work, or whole contract price of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Prior progress payments shall be subject to correction in the final payment. City's determination of amount due as final payment shall be final and conclusive evidence of amount of work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.

C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment and as a condition precedent to final payment, Document 00650 – Agreement and Release of any

and All Claims, discharging City, its officers, agents, employees and consultants of an from liabilities, obligations, and claims arising under Contract Documents.

10. EFFECT OF PAYMENT

Payment will be made by City, based on City's and Engineer's observations at the site and the data comprising the application for payment. Payment will not be a representation that City and Engineer has:

A. Made exhaustive or continuous on-site inspections to check the quality or quantity of Work;

B. reviewed construction means, methods, techniques, sequences or procedures;

C. reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by City to substantiate Contractor's right to payment; or

D. made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

11. CONTINGENCY RESERVE

A. City will authorize and direct Contractor regarding provisions in this paragraph.

B. Contingency Reserve Amount: as listed in Document 00520 (Agreement)

C. City shall determine, in its sole discretion, which, if any, costs it will authorize in writing to be paid from the Contingency Reserve. Generally, Contingency Reserve will be used only for City-initiated changes in scope of Work of Contract Documents.

D. Cost shall be determined as for CCD work as provided in Document 01250 (Modification Procedures).

E. Prior to final payment, an appropriate Change order will be issued to reflect actual amounts due Contractor on account of Work covered by this Contingency Reserve, and the Contract Sum will be correspondingly adjusted.

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DOCUMENT 01200

MEASUREMENT AND PAYMENT

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DOCUMENT 01250

MODIFICATION PROCEDURE

PART 1 GENERAL

1. SUMMARY

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

B. Related documents

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

2. 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.
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.

3. PROCEDURE

A. Cost Proposal and Procedures: Whenever Contractor is required in this Document 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 Document 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 Document 01250. After receipt of a Cost Proposal with a detailed breakdown, City will act promptly thereon.

B. 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 Document 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
3. 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 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.

4. City will respond within seven Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. 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.
6. 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.
7. 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

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 procedure 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

1. 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:
   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 Document 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.
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 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.

MODIFICATION PROCEDURE

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.
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.

4. 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:

1. Overhead shall be as defined in Paragraph 1.08 of this Document 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 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 Document 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.

E. 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.

5. 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 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 Caltrans Labor Surcharge and Equipment Rental Rates, 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 Caltrans Labor Surcharge and Equipment Rental Rates, 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 Caltrans Labor Surcharge and Equipment Rental Rates, 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 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 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 Document 01250.

6. 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 Document 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.

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 Document. 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.

7. 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.

8. OVERHEAD DEFINED

A. 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
   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

9. 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.

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 used.

PART 3 EXECUTIONS

Not used.

DOCUMENT 01250

MODIFICATION PROCEDURE

To: City of Santa Clara

This Cost Proposal is in response to the above referenced form

Brief description of change(s):

ITEM DESCRIPTION	TOTAL
Material	
Direct Labor Cost	
Equipment	
Other (Specify) Extended Overhead	
Total Cost	
Subcontractor's Overhead and Profit 15% Contractor's Overhead and Profit 15%	
O/P to Contractor For Subcontractor' work at 5%	
Bond and Insurance	
(% of total cost above not including any OIP)	
GRAND TOTAL	

By: _____
Contractor

Signature: _____ Date: _____

END OF DOCUMENT

DOCUMENT 01250

MODIFICATION PROCEDURE

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DOCUMENT 01315

PROJECT MEETINGS

PART 1 GENERAL

1. SUMMARY

A. This document 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 Documents.

1. Document 01100: Summary of Work
2. Document 01200: Measurement and Payment
3. Document 01320: Progress Schedules and Reports
4. Document 01330: Submittals

2. 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
3. Use of premises
4. Location of the Contractor's on-site facilities
5. Security
6. Housekeeping
7. Submittals and Requests for Information procedures
8. Inspection and testing procedures, on-site and off-site
9 Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor's Initial Contract Schedule
13. Contractor's Schedule of Values/Cost Loaded Schedule
14. Contractor's Schedule of Submittals

15. 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.

3. 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 Document 01320 to review the schedule requirements and provide schedules in compliance with Specification Document 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.
   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 Document 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.

4. 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 email . 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

5. PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held once each month in accordance to Specification Documents 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 Document 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.

6. 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 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.

7. SAFETY MEETINGS

A. Contractor shall conduct monthly Contractor Safety Committee meetings.

B. Contractor shall conduct weekly toolbox safety talks.

8. 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 Document 01100, Summary of Work, the Contract General Conditions and the Contract Drawings.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTIONS

Not used.

END OF DOCUMENT

DOCUMENT 01320

PROGRESS SCHEDULES & REPORTS

PART 1 GENERAL

1. SUMMARY

A. Perform scheduling of Work under this Contract in accordance with requirements of this Document 01320.

B. Development of schedule, cost, and resource loading of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Document 01320.

C. The Schedule shall be cost-loaded based on Schedule of Values as approved by City.

D. Submit schedules and reports as specified in 00700 (General Conditions).

E. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.

F. Contractor's obligations under this Document 01320 are hereby deemed material obligations justifying City's remedies for default if Contractor fails to perform. Nothing in this paragraph 1.1.C of this Document 01320 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.

G. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on two prior, similar projects.

2. GENERAL

A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00520 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by City. A Change Order shall formalize any such agreement.

C. City is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.

D. Contractor is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.

E. A schedule showing the Work completed in less than the Contract Time, which has been accepted by City, shall be considered to have Project Float. The Project

Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both City and Contractor.

F. Float Ownership: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.

1. For example, in the event of unexcused delay by Party A and Party B, and if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.
2. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.

G. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

H. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. City's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon City, or act to relieve Contractor of its responsibility for means and methods of construction.

I. Transmit each item under form approved by City or following Document 01330.

J. Identify Project with the City Contract number, and name of Contractor.

K. Provide space for Contractor's approval stamp and City's review stamps.

L. Submittals received from sources other than Contractor will be returned to Contractor without City's review.

3. INITIAL AND ORIGINAL PROGRESS SCHEDULE

A. Initial Schedule submitted for review at the Pre-construction Conference shall serve as Contractor's schedule for up to 30 Days after the Notice to Proceed.

B. Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment;

sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.

C. Contractor shall submit its Original Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with all standards herein.

D. All Schedules shall be time-scaled.

E. All Schedules shall be cost- and resource-loaded. Accepted cost- and resource-loaded Schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed 30 Days.

F. Except as otherwise expressly provided in this Document 01320, meet with City to review and discuss the each Schedule (i.e., Initial, Original and monthly updates) within seven Days after each Schedule has been submitted to City.

G. City's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

H. Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by City. Resubmit Initial Schedule if requested by City.

I. If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, submit to City a written Time Impact Evaluation (TIE) in accordance with Document 01320. The TIE shall be based on the most current update of the Initial Schedule.

4. SCHEDULE FORMAT AND LEVEL OF DETAIL

A. Each Schedule (Initial, Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:

B. All Contractor, Subcontractor, and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.

C. Activities related to the delivery of Contractor and City-furnished equipment to be Contractor-installed per Contract shall be shown.

D. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.

E. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by City.

F. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, man power loading, and scheduled/actual progress payments.

G. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

H. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

I. A two-week "look ahead," detailed daily bar chart schedule shall be updated and issued weekly.

J. Utilize computer-scheduling software, such as Microsoft Project software or approved equivalent, for all scheduling including schedule updates.

5. MONTHLY SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor's Initial Schedule, monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

B. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.

C. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

D. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.

E. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

F. Plan on the meeting taking no less than four hours.

G. Within five Days after monthly Schedule update meeting, submit the updated Schedule.

H. Within five Days of receipt of above-noted revised submittals, City will either accept or reject monthly schedule update submittal.

I. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment.

J. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.

K. Updating, changing or revising of any report, curve, schedule or narrative submitted to City by Contractor under this Contract, nor City's review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

6. SCHEDULE REVISIONS

A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, provide City with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions three Days in advance of the monthly schedule update meeting. Clearly show and discuss any changes in the critical path.

C. Schedule revisions shall not be incorporated into any schedule update until City has reviewed the revisions. City may request further information and justification for schedule revisions and, within three Days, provide City with a complete written narrative response to City's request.

D. If City does not accept Contractor's revision, and Contractor disagrees with City's position, Contractor has seven Days from receipt of City's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of City's written rejection of a schedule revision shall be contractually interpreted as acceptance of City's position, and Contractor waives its rights to subsequently dispute or file a claim regarding City's position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, Contractor's

sole right shall be to file a claim as provided in Document 00700 (General Conditions), Article 12. At City's discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

7. RECOVERY SCHEDULE

A. If a Schedule update shows a substantial completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to City within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If City requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

B. The revisions shall not be incorporated into any Schedule update until City has reviewed the revisions.

C. At City's discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

8. TIME IMPACT EVALUATION FOR CHANGE ORDERS AND OTHER DELAYS

A. When Contractor is directed to proceed with changed work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable City to evaluate the impact of changed work to the scheduled critical path.

B. Contractor is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide City with four copies of each TIE.

C. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount City allows, and Contractor may submit a claim for

additional time claimed by Contractor as provided in Document 00700 (General Conditions).

9. TIME EXTENSIONS

A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00700 (General Conditions).

B. Where an event for which City is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate City-caused time impact. Submit mitigation plan to City within 14 Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under the Contract Documents for cumulative effect of changes.

E. City will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. Notwithstanding any other provision of this Document 01320, if Contractor does not submit a TIE within the required 14 Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.

10. PROJECT STATUS REPORTING

A. In addition to submittal requirements for scheduling identified in this Document 01320, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified below:

a. Prepare monthly written narrative reports of status of Project for submission to City. Written status reports shall include:

b. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

c. Progress made on critical activities indicated on each Schedule, including inspections.

d. Explanations for any lack of work on critical path activities planned to be performed during last month.

e. Explanations for any schedule changes, including changes to logic or to activity durations.

f. List of critical activities scheduled to be performed during the next month.

g. Status of major material and equipment procurement.

h. Any delays encountered during reporting period.

i. Provide printed report indicating actual versus planned resource (labor, materials and equipment) loading for each trade and each activity. This report shall be provided on weekly and monthly basis.

j. Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.

k. Explain all variances and mitigation measures.

l. Contractor may include any other information pertinent to status of Project. Include additional status information requested by City at no additional cost.

m. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

n. At the close of each workday provide City with report of Contractor and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1. SUMMARY

A. This document 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 Documents

1. Document 01100: Summary of Work
2. Document 01200: Measurement and Payment
3. Document 01250: Modification Procedures
4. Document 01320: Progress Schedules and Reports
5. Document 01540: Site Security and Safety
6. Document 01770: Contract Closeout
7. Document 01780: Project Record Documents

2. PROCEDURES

A. Submit at Contractor's expense, PDF, 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 Document 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 PDF 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 document 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 document. Submittals containing information about more than one specification document will be returned for resubmittal. Submittals shall include all information requested by each specification document. (No partial submittals.) Incomplete submittals will be returned without review. Provide a log number and reference to Specifications Document 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.

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.

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 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 Documents. 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 document and sequentially within the specification document as the basis for number identification of 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 document. 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 a PDF of shop drawings to the City's Field Office at the Site and to the Engineer's office in Santa Clara. The City will return a PDF of the reviewed copy to the Contractor.
3. Submittals: The Contractor shall a PDF of each submittal to the City's Field Office at the Site and a PDF to the Engineer's office in Santa Clara. The City will return a PDF of the 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 Santa Clara. 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.
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.

   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.
      iii. Contractor's name, address, and job number.
      iv. Specification Document 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 Document 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.

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.

3. 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 a PDF 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.

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.

4. 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.

5. PROGRESS SCHEDULE

   A. Progress Schedule

      1. See Document 01320 (Progress Schedules and Reports) for schedule and report requirements. Document 01320 shall control in any conflict with Document 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 Document 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 Document 01320, in addition to hard copies specified in this paragraph 0. Electronic files shall be complete copies, including all programs and electronic coding

6. 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 document number.

   B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

   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 Document 01770 (Contract Closeout).

7. 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 Document 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 Document 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 Document 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 document.

G. Contractor shall not submit shop drawings for items that shop drawings are not specified.

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 documents as are necessary to clearly show construction detail and methods.

J. Shop drawings shall have Submittal cover attached to the front of each set.

8. 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 requirements of Specification Documents.
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.

9. QUALITY CONTROL SUBMITTALS

A. Design Data: N/A

B. Test Reports: Provide three (3) paper copies and one (1) PDF copy 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 Document.

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) paper copies and one (1) PDF copy for the City's records.

1. Include manufacturer's printed instructions for delivery, storage, assembly, 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 documents of this Specification or as otherwise specified in the Contract Documents.

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) paper copies and one (1) PDF copy.

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 document 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:

FAIRVIEW SUBSTATION
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL
CONTRACT #2403A

9. Contents:
   a. Introductory Information:
      i. Title page providing the same information as paragraph 0 above
      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 Documents:
      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

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

xix. 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 a PDF format for records-keeping and facilitating maintenance functions. The PDF file must be searchable and indexed.

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.

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.

SUBMITTAL PROCEDURES

11. PROJECT RECORD DOCUMENTS

Submit one copy of each of the Project Record Documents listed in Document 01770 Contract Closeout.

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.

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 used.

PART 3 EXECUTION

Not used.

TRANSMITTAL SHEETS FOLLOW THIS PAGE

DOCUMENT 01330

SUBMITTAL PROCEDURES

EXHIBIT A

SUBMITTAL TRANSMITTAL NO. _____

PROJECT NAME: FAIRVIEW SUBSTATION			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:		
			Specification Document Number:
Attention:	Attention:	1st Submittal ☐	Resubmittal ☐
Date Transmitted:	Previous Transmittal Date:		

No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks

* The action designated above is in accordance with the following legend:

SUBMITTAL PROCEDURES

A – No Exceptions Taken

B – Make Corrections Noted (No Resubmission Required)

C.– Make Corrections Noted and Resubmit

D – Not Approved

1. Not enough information for review
2. No reproducibles submitted
3. Copies illegible
4. Not enough copies submitted
5. Wrong sequence number
6. Wrong resubmittal number
7. Wrong Specification Document number
8. Wrong form used
9. See comments

D – City's review not required

1. Submittal not required
2. Supplemental information. Submittal retained for informational purposed only
3. Information reviewed and approved on prior Submittal
4. See comments

Comment _____

_____

_____

_____
By Date

Distribution: Contractor ☐ File ☐ Field ☐ City ☐ Other ☐

DOCUMENT 01330

SUBMITTAL PROCEDURES

EXHIBIT B

INSTALLATION, OPERATION, AND MAINTENANCE MANUAL TRANSMITTAL NO. _____

PROJECT NAME: FAIRVIEW SUBSTATION		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:		
		Specification Document Number:	
Attention:	Attention:	1st Submittal ☐	Resubmittal ☐
Date Transmitted:	Previous Transmittal Date:		

No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks

* The action designated above is in accordance with the following legend:

SUBMITTAL PROCEDURES

A – No exceptions taken

B – Make Corrections Noted (No Resubmission Required)

C. – Make Corrections Noted and Resubmit

D – Not Approved– this manual Submittal is deficient in the following area:

1. Equipment record sheets
2. Functional description
3. Assembly, disassembly, installation, alignment, adjustment, and checkout instructions
4. Operating instructions

C – (continued)

5. Lubrication and maintenance instructions
6. Troubleshooting guide
7. Parts list and ordering instructions
8. Organization (indexing and tabbing)
9. Wiring diagrams and schematics specific to installation
10. Outline, cross section, and assembly diagrams
11. Test data and performance curves
12. Tag or equipment identification numbers
13. See comments

Comments: _____

_____

_____

_____
By Date

Distribution: Contractor ☐ File ☐ Field ☐ City ☐ Other ☐

END OF DOCUMENT

DOCUMENT 01350

SPECIAL PROCEDURES

PART 1 GENERAL

1. SUMMARY

A. Document Includes:

1. Cultural resources.
2. Hazardous materials/waste.
3. Tree protection.

2. DEFINITIONS (N/A)

3. SUBMITTALS

A. See Document 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.

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 Document 01350. City may, if it believes appropriate in its sole discretion, grant an extension of Contract Time.

SPECIAL PROCEDURES

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 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 DOCUMENT

DOCUMENT 01350

SPECIAL PROCEDURES

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DOCUMENT 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1. SUMMARY

This document 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.

2. 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 Document 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.

REGULATORY REQUIREMENTS

3. CODES

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

4. 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 CADAI
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
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 Document.
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

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 (Document 01250) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

5. 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.

6. 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 document, "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 document.

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.

REGULATORY REQUIREMENTS

CAUTION: This document does not apply to tort claims and nothing in this document 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 document 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.
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.
      i. If additional information is thereafter required, it shall be requested and provided in accordance with this document, upon mutual agreement of City and Claimant.
      ii. 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.
      iii. For CLAIMS over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000:
         1) City shall respond in writing within 60 days of receipt of the CLAIM, or
         2). 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.
            a) If additional information is thereafter required, it shall be requested and provided in accordance with this document, upon mutual agreement of County and Claimant;
            b) 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.

vi. Meet and Confer

1) 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.

2) 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.

7. 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 used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01411

REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIALS

PART 1 GENERAL

1. SUMMARY

A. This document 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 document supplements Document 01410 Regulatory Requirements and the work specific listings of applicable regulatory requirements elsewhere in the specifications.

C. Related Documents.

1. Document 01410: Regulatory Requirements.

2. 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.

3. 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.*
   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
   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
3. Other Agency Requirements:
   a. Bay Area Air Quality Management District, Fugitive Dust Rules

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

4. 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 used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01411

REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIALS

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DOCUMENT 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1. SUMMARY

A. This document includes reference standards, abbreviations, symbols and definitions used in Contract Documents.

B. Full titles and edition dates are given in this document for standards cited in other documents 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.

2. 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 Engineer, 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
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.
   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.

3. 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

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
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.)

4. 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:

1.	AA	Aluminum Association
2.	AABC	Associated Air Balance Council
3.	AAMA	Architectural Aluminum Manufacturers Association
4.	AAP	Affirmative Action Program

REFERENCES AND DEFINITIONS

5.	AASHTO	American Association of State Highway and Transportation Officials
6.	ABMA	American Boiler Manufacturers Association
7.	ABPA	American Board Products Association
8.	ACI	American Concrete Institute
9.	AED	Association of Equipment Distributors
10.	AGA	American Gas Association
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AITC	American Institute of Timber Construction
14.	ANSI	American National Standards Institute (formerly American Standards Association)
15.	AMCA	Air Moving and Conditioning Association, Inc.
16.	ANSI	American National Standards Institute
17.	APA	American Plywood Association
18.	ARI	Air Conditioning and Refrigeration Institute
19.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
20.	ASI	Architect's Supplemental Instructions
21.	ASME	American Society of Mechanical Engineers
22.	ASTM	American Society for Testing and Materials
23.	AWCI	Association of the Wall and Ceiling Industries
24.	AWPA	American Wood Preserves Association
25.	AWPB	American Wood Preservers Bureau
26.	AWS	American Welding Society
27.	AWWA	American Water Works Association
28.	BIL	Basic Insulation Level
29.	Cal/OSHA	California Occupational Safety and Health Administration
30.	CalTrans	State of California, Department of Transportation
31.	CBC	California Building Code
32.	CCD	Construction Change Directive
33.	CCR	California Code of Regulations
34.	CEC	California Electric Code
35.	CFR	Code of Federal Regulations
36.	CISPI	Cast Iron Soil Pipe Institute
37.	CLMFI	Chain Link Manufacturers Institute
38.	CMC	California Mechanical Code
39.	CO	Change Order
40.	CPC	California Plumbing Code
41.	CPM	Critical Path Method
42.	CPUC	California Public Utilities Commission
43.	CRA	California Redwood Association
44.	CRSI	Concrete Reinforcing Steel Institute
45.	CS	Commercial Standards, U.S. Department of Commerce
46.	CSA	Canadian Standards Association
47.	CTI	Ceramic Tile Institute
48.	DSA	Division of State Architect (formerly known as the Office of

		the State Architect)
49.	DHI	Door and Hardware Institute
50.	EPA	Environmental Protection Agency
51.	FGMA	Flat Glass Marketing Association
52.	FM	Factory Mutual
53.	FS	Federal Specifications
54.	GA	Gypsum Association
55.	HPMA	Hardwood Plywood Manufacturers Association
56.	HVAC	Heating, Ventilating and Air Conditioning
57.	IACS	International Annealed Copper Standards
58.	IAPMO	International Association of Plumbing and Mechanical Officials
59.	ICBO	International Conference of Building Officials
60.	ICEA	Insulated Cable Engineers Association
61.	I.D.	Identification
62.	IEEE	Institute of Electrical and Electronic Engineers, Inc.
63.	IES	Illuminating Engineering Society
64.	ISA	Instrumentation Society of America
65.	JATC	Joint Apprenticeship Training Committee
66.	JV	Joint Venture
67.	kW	Kilowatt
68.	LBE	Local Business Enterprise
69.	MBE	Minority Business Enterprise
70.	M.I.	Middle Initial
71.	MIA	Masonry Institute of America
72.	MIA	Marble Institute of America
73.	ml	milliliter
74.	MLSFA	Metal Lath/Steel Framing Association
75.	mm	millimeter
76.	MS	Military Specifications
77.	MDS	Material Safety Data Sheet
78.	MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
79.	M/WBE	Minority and Woman-Owned Business Enterprise
80.	NAAMM	National Association of Architectural Manufacturers
81.	NACE	National Association of Corrosion Engineers
82.	NBS	National Bureau of Standards
83.	NEC	National Electric Code
84.	NEMA	National Electric Manufacturer's Association
85.	NESC	National Electrical Safety Code
86.	NFPA	National Fire Protection Association
87.	NFPA	National Forest Products Association
88.	NIOSH	National Institute for Occupational Safety and Health
89.	NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
90.	NOFMA	National Oak Flooring Manufacturers Association
91.	NSF	National Sanitation Foundation

92.	NTMA	National Terrazzo & Mosaic Association
93.	NWWDA	National Wood Windows and Doors Association
94.	OSA	Division of State Architect (formerly known as the Office of the State Architect)
95.	OSHA	Occupational Safety and Health Administration
96.	OSHPD	Office of Statewide Health Planning and Department
97.	PCA	Portland Cement Association
98.	PCI	Pre-stressed Concrete Institute
99.	PDI	Plumbing and Drainage Institute
100.	PG&E	Pacific Gas and Electric Company
101.	PM	Preventive Maintenance
102.	PR	Proposal Request
103.	PS	Product Standard, U. S. Department of Commerce
104.	RFI	Request for Information
105.	RFS	Request for Substitution
106.	RIS	Redwood Inspection Service
107.	SDI	Steel Deck Institute
108.	SFM	State of California, Office of State Fire Marshal
109.	SIGMA	Sealed Insulating Glass Manufacturers Association
110.	SJI	Steel Joint Institute
111.	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
112.	SPIB	Southern Pine Inspection Bureau
113.	SSPC	Steel Structures Painting Council
114.	SVP	Silicon Valley Power
115.	SWI	Steel Window Institute
116.	TCA	Tile Council of America
117.	TIE	Time Impact Evaluation
118.	UBC	Uniform Building Code
119.	UFC	Uniform Fire Code
120.	UL	Underwriters' Laboratories, Inc.
121.	UMC	Uniform Mechanical Code
122.	UPC	Uniform Plumbing Code
123.	USA	Underground Service Alert
124.	USC	United States Code
125.	WCLIB	West Coast Lumber Inspection Bureau
126.	WIC	Woodwork Institute of California
127.	WHI	Warnock Hersey International
128.	WWPA	Western Wood Products Association

B. ABBREVIATIONS IN SPECIFICATIONS

1.	accord	accordance
2.	AWG	American Wire Gauge
3.	cm.	centimeter (centimeters)
4.	Co.	Company
5.	Corp.	Corporation

6.	cu.	cubic
7.	Div.	Division
8.	dia.	diameter
9.	ft.	foot (feet)
10.	g./gr.	gram (grams)
11.	gal.	gallon (gallons)
12.	gpd	gallons per day
13.	gpm	gallons per minute
14.	hr.	hour
15.	in.	inch (inches)
16.	Inc.	Incorporated
17.	kg.	kilogram (kilograms)
18.	km.	kilometer (kilometers)
19.	kW	Kilowatt
20.	l.	liter (liters)
21.	lbs.	pounds
22.	m	meter (meters)
23.	Mfg.	Manufacturing
24.	mg.	milligram (milligrams)
25.	ml./mls.	milliliter (milliliters)
26.	mm.	millimeter (millimeters)
27.	No.	number
28.	o.c.	on centers
29.	O.D.	outside diameter
30.	psi	pounds per square inch
31.	psf	pounds per square foot
32.	sq.	square
33.	T & G	tongue and groove
34.	U.S.	United States
35.	yd.	yard (yards)

C. ABBREVIATIONS IN DRAWINGS

Additional abbreviations, used only on drawings, are listed thereon.

5. SYMBOLS

A. SYMBOLS IN SPECIFICATIONS

1.	:	"shall be" or "shall" - where used within sentences or paragraphs
2.	#1	number
3.	1#	pound
4.	&	and
5.	%	percent
6.	C	Centigrade
7.	F	Fahrenheit

8.	`	Minute
9.	/	per, except where used to combine words; example: power/fuel.
10.	"	inch (inches)
11.	'	foot (feet)
12.	@	at
13.	°	Degree

B. SYMBOLS IN DRAWINGS

Symbols, used only on Drawings, are shown thereon.

6. 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:

1. 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.
2. AGREEMENT (Document 00520): 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, Specifications and contains Addenda and all Modifications subsequent to execution of Contract.
3. ALTERNATE: Work added to or deducted from the Base Bid, if accepted by City.
4. APPROVED EQUAL: Approved in writing by City as being of equivalent quality, utility and appearance.
5. ARCHITECT: The person holding a valid California State Architect's license, whose firm has been designated within the Contract Documents as Architect to provide 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.
6. APPLICATION FOR PAYMENT: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

REFERENCES AND DEFINITIONS

7. 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.
8. ASSIGNED CONTRACT: THE FAIRVIEW SUBSTATION PROJECT.
9. ASSIGNED CONTRACTOR: The contractor performing The Fairview Substation project, Contract 2403A, which is assigned to the Contractor. The Assigned Contractor is a subcontractor to the Contractor.
10. BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
11. BIDDER: One who submits a Bid.
12. BIDDING DOCUMENTS: All documents comprising the Project Manual (including all documents and specification documents listed on Document 00010 Table of Contents), including documents supplied for bidding purposes only and Contract Documents.
13. BOARD: The Board of Supervisors of the City.
14. 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
    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
15. BY CITY: Work that will be performed by City or its agents at the City's expense.
16. 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.
17. 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.
18. CITY: The City of Santa Clara, a municipal corporation of the State of California.
19. CITY-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by City at its cost for installation by Contractor at its cost under this Contract.

REFERENCES AND DEFINITIONS

20. CITY REPRESENTATIVE(S): The person or persons assigned by City to be City's agent(s) at the Site.
21. 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.
22. CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements.
23. CONSTRUCTION CHANGE DIRECTIVE: A written order prepared by City with assistance from Engineer 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.
24. CITY CONSTRUCTION MANAGER: The person or persons assigned by City to be the City's agent(s) at the Site.
25. CONSULTANT: See Document 00805 (Supplemental General Conditions – Hazardous Materials) (if included).
26. CONSULTING ENGINEER: See Document 00520 (Agreement) (if this term is used).
27. CONSTRUCTION MANAGER: See Document 00520 (Agreement) (if this term is used).
28. 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.
29. CONTRACT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in Document 00520 Agreement, plus all changes, addenda and modifications thereto.
30. 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
    d. a written directive for a minor change in the Work issued by City.
31. 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.
32. 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.
33. 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.

34. CONTRACTOR'S EMPLOYEES: Persons engaged in execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.
35. DAY: One calendar day, unless the word "day" is specifically modified to the contrary.
36. 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.
37. 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, documents, details, schedules and diagrams.
38. 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.
39. EQUAL: Equal in opinion of City. Burden of proof of equality is responsibility of Contractor.
40. EXPOSED: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
41. FIELD INSTRUCTION: A written order prepared by City with assistance from Engineer 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.
42. 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 Engineer 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.

43. 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.
44. FURNISH: Supply only, do not install.
45. INDICATED: Shown or noted on the Drawings.
46. 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.
47. INSTALL: Install or apply only, do not furnish.
48. 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.
49. 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
50. 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.
51. MILESTONE: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
52. MODIFICATION: Same as Contract Modification.
53. NOT IN CONTRACT: Work that is outside the scope of work to be performed by Contractor under this Contract.
54. NOTICE OF COMPLETION: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.
55. OFF SITE: Outside geographical location of the Project.
56. OWNER: The City.
57. 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.
58. PCB: Polychlorinated biphenyl.
59. PHASE: A specified portion of the Work (if any) specifically identified as a Phase in Document 00520 (Agreement) or Document 01100 (Summary).
60. 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.

61. PROGRESS REPORT: A periodic report submitted by Contractor to City with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Document01320, Progress Schedules and Reports and Document 00700, General Conditions.
62. PROJECT: Total construction of which Work performed under this Contract may be whole or part.
63. PROJECT FLOAT: As defined in Document 01320, paragraph 1.2.E.
64. PROJECT INSPECTOR: A person engaged by City to provide general observation of the Work, scheduling requested inspections by Contractor and reporting to City.
65. PROJECT MANAGER: The person or persons assigned by City to be the City's agent(s) at the Site.
66. PROJECT MANUAL: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Specifications.
67. PROJECT RECORD DRAWINGS: All Project deliverables required under Documents 01780 et seq., including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.
68. PROVIDE: Furnish and install.
69. 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 Engineer to submit Contract Document clarifications or supplements to Contractor.
70. 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).
71. REQUEST FOR SUBSTITUTION ("RFS"): A document prepared by Contractor requesting substitution of materials as and to the extent permitted in Contract Documents.
72. RFI-REPLY: A document consisting of supplementary details, instructions or information issued by City or Engineer, 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.
73. 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.
74. 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.
75. SHOWN: As indicated on Drawings.
76. SITE: The particular geographical location of Work performed pursuant to Contract within the City of Santa Clara.

REFERENCES AND DEFINITIONS

77. 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.)
78. SPECIFIED: As written in Specifications.
79. STANDARD DETAILS: Shall mean the City of Santa Clara Standard Details.
80. STANDARD SPECIFICATIONS: Shall mean the latest revision of the CalTrans specifications.
81. 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.
82. 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.
83. SUPPLEMENTAL INSTRUCTION: A written work change directive to Contractor from Engineer, 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.
84. TECHNICAL SPECIFICATIONS: Specification Divisions 2 through 16 of the Contract Documents.
85. 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.
86. 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.
87. UNIT PRICE WORK: Shall be the portions of the Work for which a unit price is provided in Document 00520 (Agreement) or Document 01100 (Summary).

88. 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.

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 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 used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01450

TESTING AND INSPECTION

PART 1 GENERAL

1. Document 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.

2. RELATED DOCUMENTS

   Document 01410 - Regulatory Requirements: Compliance with applicable codes, ordinances and standards.

3. 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.

4. 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.

TESTING AND INSPECTION

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, 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 Engineer 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 Order or Field 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.

5. 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.

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, SVP, 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.

6. 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.

7. 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.

8. 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 48 hours before the requested inspection date and time.

   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 re-inspection 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:
   i. Subgrade compaction
   ii. Base rock compaction
   iii. Rebar
   iv. Concrete placement
   v. CMU wall rebar
   vi. CMU wall mortar
   vii. CMU wall grout
   viii. Trench back fill
   ix. Asphalt concrete placement
   x. Asphalt sampling

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 Engineer, 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 Document 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.
   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, 48 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, Engineer and Engineer'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.

9. 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.

DOCUMENT 01450

TESTING AND INSPECTION

DOCUMENT	SPECIAL INSPECTION
2200	Site grading, road and parking phase
2200	Trench backfill

END OF DOCUMENT

DOCUMENT 01450

TESTING AND INSPECTION

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DOCUMENT 01500

TEMPORARY CONSTRUCTION

PART 1 GENERAL

1. DOCUMENT OVERVIEW

   A. PART 1 DOCUMENT INCLUDES:

      1. TEMPORARY FACILITIES
      2. USE OF CITY FACILITY AND EQUIPMENT
      3. TEMPORARY ELECTRICITY
      4. TEMPORARY LIGHTING
      5. PROTECTION OF PUBLIC AND PRIVATE PROPERTY
      6. TEMPORARY SANITARY FACILITIES
      7. CONSTRUCTION AIDS
      8. TEMPORARY HEAT
      9. TEMPORARY VENTILATION
      10. TEMPORARY TELEPHONE SERVICE
      11. TEMPORARY WATER SERVICE
      12. SPECIAL EQUIPMENT & CONTROLS
      13. WATER CONTROL
      14. SCAFFOLDING
      15. TEMPORARY ENCLOSURES
      16. BARRIERS
      17. SITE PROTECTION
      18. TREE AND PLANT PROTECTION
      19. ACCESS REQUESTS
      20. NOISE CONTROL
      21. DUST CONTROL
      22. TRAFFIC CONTROL
      23. DEBRIS CONTROL
      24. POLLUTION CONTROL
      25. EROSION CONTROL
      26. FIRE PROTECTION SYSTEMS
      27. SECURITY
      28. PROJECT SIGNS
      29. FIELD OFFICE TRAILERS AND SHEDS/CONSTRUCTION MANAGER'S FIELD OFFICE/FURNISHINGS
      30. REMOVAL OF TEMPORARY FACILITIES
      31. FORMS

2. 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.

3. 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. 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.
2. 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 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.
3. 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 sanity condition adjacent to or associated with any area of Work activity.

4. 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.

5. 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.

6. 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.

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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. SPECIAL EQUIPMENT AND CONTROLS

A. Equipment provided by the Contractor: The Contractor shall provide all necessary equipment, such as, but not limited to tower cranes, truck cranes, and welding machines to install the structural steel. The 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).

B. Welding Protection Provided by the 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.

14. 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 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.

15. 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.

16. 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.

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. 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.

17. BARRIERS

A. Provide all barriers necessary or required by codes and regulations to perform the Work.

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 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.

18. 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.

19. 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 documents of these Specifications.

20. 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.

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, Engineer, Special Inspectors, the Fire Department, and Building Department.

21. 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 Document 01590 for additional requirements and limitation regarding noise generated by the Contractor.

22. 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 Documents 01100 and 01590 for additional requirements for controlling dust at and around the Site.

23. 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.

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 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 and emergency response program for this project specific to the needs of the project.

H. Provided 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.

29. PROJECT SIGNS

A. General: Others will provide and design of the project signs . The Contractor shall modify the sign to update it with information regarding the Contractor. 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.

:

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.

30. 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. .

31. 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.

32. 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. .

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01540

SITE SECURITY

PART 1 GENERAL

1. DESCRIPTION

This document describes the requirements for providing Site security and safety.

2. SUBMITTALS

A. See Document 01330 (Submittal Procedures).

B. Site Security

C. Safety Program

D. Fire Protection Plan

3. 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.

4. 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.

5. 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 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.

6. 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 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.

7. 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.

8. 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.

9. 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

10. EMERGENCY WATER SUPPLY SHUT-OFF PLAN

11. EMERGENCY SEWER BY-PASS PLAN

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01590

CITY MITIGATION MEASURES

PART 1 GENERAL

1. SUMMARY

A. Document includes:

1. Cultural Resources & Human Remains Requirements
2. Air Quality Measures
3. Noise Reduction Measures
4. Other City Requirements

2. RELATED DOCUMENTS

A. Document 01100-Summary of Work

B. Document 01500-Temporary Construction

3. 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 Document of the Contract Specifications, as well as other City mitigation measures listed in this Document and the Contract Specifications:

4. 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.

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 Document.

5. 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.

6. 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.
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 dB daily (7 AM to 7 PM) and 65 dB 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 dB daily (from 7 AM to & 7 PM and 55 dB 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.

B. 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.

END OF DOCUMENT

DOCUMENT 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1. DOCUMENT INCLUDES

   A. Products

   B. Product Options and Substitutions

   C. Product Delivery Requirements

   D. Shipping Requirements

   E. Product Storage and Handling Requirements

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.

3. PRODUCT OPTIONS AND SUBSTITUTIONS

   A. Summary: This paragraph 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 Document 01600 and a fully executed Document 00660 (Request for Substitution), but using the term "Contractor" each place the term "Bidder" appears in that form.

   C. Substitutions:

DOCUMENT 01600

PRODUCT REQUIREMENTS

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 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:
   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 substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

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.

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.

6. PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store products only in staging area per provisions of Document 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.

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.
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 than does not damage the equipment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 1620

PRODUCT OPTIONS

PART 1 GENERAL

1. 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 Documents

1. Document 01250: Modification Procedures
2. Document 01330: Submittals

2. 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).

3. 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
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.

J. Accepted substitutions will be evidenced by a change order. All Contract Documents requirements apply to Work involving substitutions.

4. 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.

5. CITY'S DUTIES

   A. Review Contractor's RFS with reasonable promptness.

   B. Notify Contractor in writing of decision to accept or reject requested substitution.

6. 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 Engineer's services made necessary by the substitution at no increase in Contract Sum or schedule time, and as a part of substitution proposal.

PART 2 PRODUCTS
Not used.

PART 3 EXECUTION
Not used.

END OF DOCUMENT

DOCUMENT 1620

PRODUCT OPTIONS

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DOCUMENT 01715

EXISTING UNDERGROUND FACILITIES

PART 1 GENERAL

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.

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 DOCUMENT

DOCUMENT 01715

EXISTING UNDERGROUND FACILITIES

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DOCUMENT 01731

CUTTING AND PATCHING

PART 1 GENERAL

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.

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 DOCUMENT

DOCUMENT 01731

CUTTING AND PATCHING

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DOCUMENT 01740

CLEANING

PART 1 GENERAL

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 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.

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 DOCUMENT

DOCUMENT 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

1. SUMMARY

This document describes contract closeout procedures including:

A. Removal of temporary construction facilities

B. Substantial Completion

C. Final Completion

D. Final Cleaning

E. Project record documents

F. Material, equipment and Finish Data

G. Miscellaneous Project Record Submittals

H. Project Guarantee

I. Warranties

J. Turn-In

K. Release of Claims

L. Fire Inspection Coordination

M. Building Inspection Coordination

N. Liquidated Damages

2. 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 Document 1500 (Temporary Facilities and Controls).

3. SUBSTANTIAL COMPLETION

CONTRACT CLOSEOUT

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 Document 01420 References and Definitions.

B. Within reasonable time City will inspect to determine status of completion.

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 Engineer.

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 Document 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.

4. FINAL COMPLETION

A. Final Completion is defined in Document 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.

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 Engineer or City determine that Work is incomplete or defective:

1. City promptly will so notify Contractor, in writing, listing the incomplete or defective items.
2. Contractor shall promptly remedy the deficiencies and notify the City when it is ready for re-inspection.
3. When Engineer 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.

5. 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.

6. MATERIAL, EQUIPMENT AND FINISH DATA

Contractor shall submit two sets of data for primary materials, equipment and finishes as required under each specification document 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.

7. MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Documents 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.

8. 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.

E. Nothing in this Document 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.

9. 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 Document 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

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 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.

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.

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.

12. FIRE INSPECTION COORDINATION

Contractor shall coordinate fire inspection and secure sufficient notice to City to permit convenient scheduling.

13. BUILDING INSPECTION COORDINATION

Contractor shall coordinate with City inspectors as required.

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 used.

PART 3 EXECUTION
Not used.

END OF DOCUMENT

DOCUMENT 01770

CONTRACT CLOSEOUT

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DOCUMENT 01780

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1. SUMMARY

A. This document 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 Document are included in the individual Documents of the Specifications.

D. General Project closeout requirements are included in Document 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 Engineer and City.

F. City will provide one set of the construction drawings and one project manual for Contractor's use for recording as-built conditions.

2. 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 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 Engineer. 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.

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 Document, comply with supplemental requirements of Divisions 15 and 16.

F. Where Divisions 2 to 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 Documents are used to check, coordinate, and integrate the work of the various Documents.

Include these layout drawings as part of the Project Record Documents.

3. 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 Document 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.
4. Upon completion of mark-up, submit Project Record Specifications to City for City's records.

5. 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 document.
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.

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.

6. MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Documents 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

O. Leakage and water-penetration tests

P. Fire resistance and flame spread test results

Q. Final inspection and correction procedures

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

1. RECORDING

Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project. City and/or Engineer may periodically review Project Record Documents to assure compliance with this requirement.

2. 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 DOCUMENT

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 Proposal, 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) - The firm of Consulting Geotechnical Engineers retained by the Owner, including its duly authorized representatives, acting within the scope of the duties entrusted to them.

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 Consulting Engineer and approved by the Owner, the City of Santa Clara, the Sanitary District and the Water District, 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 Water - The local Water District having jurisdiction over the construction and maintenance of water facilities for the Project.

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 2013 Standard Details available at the city website.

C. GEOTECHNICAL REPORT

1. Geotechnical Report for the Fairview Substation is as follows: Geotechnical Investigation, CoreSite Coronado Drive Substation, Santa Clara, California, Cornerstone Earth Group, July 27, 2012. A copy of the geotechnical report is included in the appendix of these specifications.

D. DUST CONTROL

1. Quality Assurance:
   a. Implement the Bay Area Air Quality Management District's basic Dust Control Measures.

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SECTION 02040

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SUMMARY

A. Furnish all labor, materials, equipment, facilities, transportation and services to complete all site clearing and grubbing plus all related activities as shown on the Drawings and/or specified herein.

B. Scope of work: The general extent of the site clearing and grubbing work is shown on the Drawings and can include, but is not necessarily limited to the following:

1. Spraying until dead, clearing and grubbing of vegetated areas.

C. Related sections can include, but may not be limited to:

1. Section 02050 – Site Demolition
2. Section 02300 - Earthwork

1.2 REFERENCES AND REGULATORY REQUIREMENTS

A. State of California Department of Transportation Standard Specifications, current edition.

1.3 SUBMITTALS

A. Conform to requirements of applicable Division One and Division Two specifications, General Conditions and Special Provisions.

B. Indicate the proposed time line for site clearing and grubbing work on the project schedule.

C. Submit a written description of all proposed procedures to the Owners Representative for review before work is started. Procedures shall include:

1. Detailed description of methods and equipment to be used for each operation

2. Sequence of operations

1.4 QUALITY ASSURANCE

A. The Owner shall obtain and pay for all permits required in connection with this work. Fees for the dumping of debris shall be paid for by the Contractor.

SECTION 02040

CLEARING AND GRUBBING

1.5 PROJECT CONDITIONS

A. Dust Control:

1. The contractor shall, at all times, prevent the formation of airborne dust on and around the project site with the use of sprinkled water or other means acceptable to the Owners Representative. Non-compliance with proper dust control measures shall be grounds for issuance of "stop work" orders by the Owners Representative until such time as satisfactory measures are implemented.

PART 2 **PRODUCTS** - NOT USED

PART 3 **EXECUTION**

3.1 EXAMINATION

A. Carefully identify limits of clearing and grubbing.

3.2 PREPARATION

A. Protection:

1. Erect barriers, fences, guard rails, enclosures, chutes, and shoring as necessary to protect personnel, structures, and utilities remaining intact.

2. Provide warning signs and lighting as necessary for vehicular and personnel protection. Maintain warning signs during construction as required by applicable safety ordinances and as reasonably prudent.

B. Traffic Access:

1. Ensure minimum interference with roads, streets, driveways, sidewalk and adjacent facilities.

2. Do not close or obstruct streets, sidewalk, alleys or passageways without acceptance from the Owners Representative.

2. Maintain access to adjacent existing buildings to ensure uninterrupted operations during clearing and grubbing work.

SECTION 02040

CLEARING AND GRUBBING

3.3 CLEARING AND GRUBBING

A. General:

1. Refer to drawings for extent of clearing and grubbing work.

B. Clearing and Grubbing:

1. Remove tree trunks as shown on Drawings. Removal shall include trunks and roots over two inches (2") in diameter to a depth of eighteen inches (18").

2. Prior to site clearing, all existing vegetation (below twelve inches (12") in height) and turf areas to be removed shall be sprayed with a non-selective broad spectrum systemic herbicide for perennial vegetation and straight contact herbicide for annual vegetation in accordance with a licensed pest control advisor or herbicide manufacturers recommendations.

3. Allow a sufficient period of time to ensure that all sprayed vegetation is dead (refer to manufacturer's recommendations). Provide multiple applications until 100% kill has been achieved.

4. Clear/strip vegetative material from soil surface and remove unless noted otherwise. Existing turf areas to be removed need not be stripped, but may be cross-ripped in two opposite directions and roto-tilled into the ground to a minimum six inch (6") depth. Remaining clods of turf shall be no larger than two inches (2") in diameter.

3.4 CLEANING

A. Debris and Rubbish:

1. Remove and transport debris and rubbish as it accumulates and dispose in a legal manner via recognized haul routes per Section 01500, in a manner that will prevent spillage on streets or adjacent areas.

2. Clean entire project area, adjacent streets, and pavements to a broom-clean, stain-free condition per the discretion of the Owners Representative.

END OF SECTION

SECTION 02040

CLEARING AND GRUBBING

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SECTION 02050

SITE DEMOLITION

PART 1 - GENERAL

1.1 SCOPE

A. Furnish equipment and materials and perform labor required to execute this work as indicted on the drawings, as specified and as necessary to complete the Contract, including, but not limited to these major items:

1. Coordinate the work of this Section with other trades including on-site construction.

2. Removal and disposal of existing above-grade improvements, such as asphalt concrete, gravel, concrete sidewalk, concrete curb and gutter, trees, shrubs, fences, footings, utility structures, pads, bollards and other items as shown on the plans.

3. Removal and reconstruction of existing above-grade improvements, such as curb and gutter and other items as shown on the plans.

1.2 RELATED SECTIONS

A. Section 02060, Asphalt Concrete Demolition

B. Section 02300, Earthwork

1.3 REFERENCE STANDARDS

A. General: Conform to the latest editions, unless indicated, of the following reference standards to the extent specified.

B. Ordinances, codes and regulations: The existing improvements shall be demolished in accordance with all the requirements of all legally constituted authorities having jurisdiction, including all local ordinances, codes and the safety orders of the State Division of Industrial Safety.

1.4 MATERIALS OWNERSHIP

C. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the owner's property, all demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

D. General – Submit each item in this Article according to the Conditions of the Contract, unless otherwise indicated.

1. Proposed dust control measures.

2. Proposed noise control measures.

3. Schedule of demolition activities indicating the following:

   a. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.

   b. Dates for shutoff, capping, and removal of utility services.

4. Photographs, sufficiently detailed, of existing conditions or adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.

5. Record Drawings at Project closeout.

   a. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

6. Recycling Plan

1.6 QUALITY ASSURANCE

A. General: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work in this Section.

B. Perform work as indicated on plans, comply with all safety regulation of authorities having jurisdiction over work, including hauling and disposal.

1.7 DELIVERY, STORAGE AND HANDLING

A. Materials to be salvaged for the owner shall be bundled or packaged if necessary, and stored on site, protected from theft or damage and delivered to the owner, at a location described on the plans or provided by the owner.

B. Materials to be salvaged for reuse shall be protected from damage and theft. These items become the Contractors responsibility from removal to reinstallation. All items are to be stored and organized in a weather-protected environment where appropriate.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Site and drawings: Carefully examine the site and compare the drawings with existing conditions. By the act of submitting bids, the Contractor shall be deemed to have made such examination and to have accepted such conditions, and to have made allowance therefore in preparing his figure.

B. Verify of the size, quantity, and type of existing improvements to be demolished, or salvaged.

C. Clear site of all materials not indicated to be saved and legally dispose of materials offsite.

END OF SECTION

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SECTION 02060

ASPHALT CONCRETE DEMOLITION

PART 1 - GENERAL

1.1 SCOPE

A. This specification addresses demolition and removal, or pulverization of asphalt concrete during execution of the contract work. Do not begin demolition until authorization is received from the Owner. Remove rubbish and debris from the job site daily. Store materials that cannot be removed daily in areas specified by the Owner. Contractor shall determine if pulverized asphalt concrete is needed for rough grading fill or should be removed from site and disposed in a legal manner.

1.2 RELATED SECTIONS

A. Section 02050, Site Demolition

B. Section 02300, Earthwork

1.3 REFERENCE STANDARDS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only, and the latest, accepted revision of the text shall apply.

B. General: Conform to the latest editions, unless indicated, of the following reference standards to the extent specified.

C. ANSI A10.6 – Demolition Operations/Safety Requirements

D. Bay Area Air Quality Management District – Regulation 11 Hazardous Pollutants Rule 2

E. Ordinances, codes and regulations: The existing improvements shall be demolished in accordance with all of the requirements of all legally constituted authorities having jurisdiction, including all local ordinances, codes and the safety orders of the State Division of Industrial Safety.

SECTION 02060

ASPHALT CONCRETE DEMOLITION

1.4 SUMMARY

A. This section includes the following:

1. Demolition and removal or pulverization of site improvements.

1.5 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the owner's property, all demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.6 SUBMITTALS

A. General – Submit each item in this Article according to the Conditions of the Contract, unless otherwise indicated.

1. Proposed dust control measures.

2. Proposed noise control measures.

3. Schedule of demolition activities indicating the following:

   a. Detailed sequence of demolition and removal or pulverization work, with starting and ending dates for each activity.

   b. Dates for shutoff, capping, and continuation of utility services.

4. Photographs, sufficiently detailed, of existing conditions or adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.

5. Record Drawings at Project closeout.

   a. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

6. Recycling Plan

1.7 QUALITY ASSURANCE

A. Demolition Firm Qualifications – Engage an experienced firm that has successfully completed demolition work similar to that indicated for this project.

B. Regulatory Requirements – Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Predemolition Conference – Conduct conference at Project site.

1.8 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by the Owner as far as practical.

B. Asbestos – It is not expected that asbestos will be encountered in the course of this Contract. If any materials suspected of containing asbestos are encountered, do not disturb the materials. Immediately notify the Owner.

C. Storage or sale of removed items or materials on-site will not be permitted.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.

B. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

3.2 PREPARATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

1. Erect protection, such as walks, fences, railings, canopies, and covered passageways, where shown on the drawings.
2. Protect existing site improvements, appurtenances, and landscaping to remain.

3.3 EXPLOSIVES

A. Explosives – Use of explosives will not be permitted.

3.4 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust, dirt and debris. Comply with governing environmental protection regulations.
   1. Do not create hazardous or objectionable conditions, such as flooding, and pollution, when using water.
   2. Provide street sweeper as needed to clean debris on public streets.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   1. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage to vehicles.
   2. Provide street sweeper as needed to clean debris on public streets.

C. Clean adjacent buildings and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

3.5 DEMOLITION

A. Asphalt Concrete Demolition – Break up and remove asphalt concrete completely and remove from site. Use methods required to complete work within limitations of governing regulations and as follows:
   1. Where only a portion of the asphalt concrete is to be demolished, the asphalt concrete shall be cut along the demolition limit in a neat line to a minimum depth of 0.17 foot with a power driven saw before the asphalt concrete is removed.
   2. Removal of base material under asphalt concrete pavement is not required.

B. Damages – Promptly repair damages to adjacent facilities caused by demolition operations.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General – Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Disposal – Transport demolished materials off Owner's property and legally dispose of them.

3.7 PULVERIZATION OF ASPHALT CONCRETE

A. General: Asphalt concrete may be utilized as fill material provided the materials are crushed and pieces are 2-inches or less in size.

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SECTION 02300

EARTHWORK

PART 1 – GENERAL

1.1 SCOPE

A. All labor, materials, tools, equipment, transportation, and temporary construction of any nature necessary for a complete operational installation of all work shown on the Plans and/or specified hereinafter, in conformance with the project geotechnical report and these specifications.

1.2 RELATED SECTIONS

A. Section 02050, Site Demolition

B. Section 02060, Asphalt Concrete Demolition

1.3 REFERENCE STANDARDS

A. General: Conform to the latest editions, unless indicated, of the following reference standards to the extent specified.

B. American Society for Testing and Materials (ASTM):

1. D1557:Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 10-lb. (4.5 kg) Rammer and 18 in. (457 mm) Drop.

C. California Administrative Code, Title 24, Part 2 – Basic Building Regulations, Chapter 24 – Excavations, Foundations, and Retaining Walls.

D. CAL/OSHA, Title 8.

1.4 SITE CONDITIONS

A. General:

1. The Contractor shall so conduct his operations and schedule his cleanup so as to cause the least possible obstruction and inconvenience to public traffic, pedestrians, and adjacent landowners.
2. Protect open excavations, trenches, and the like with fences, covers, and railings as required to maintain safe pedestrian and vehicular traffic passage.
3. Prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.

4. Fill material shall be temporarily stockpiled in an orderly and safe manner in a location approved by the Owner.

5. All bench marks, monuments, signs, and other reference points shall be maintained; if disturbed or destroyed, they shall be replaced by the Contractor as directed by the Construction Coordinator or the Engineer.

6. Earthwork operations shall be conducted so as to prevent windblown dust and dirt from interfering with the surrounding normal operations. Contractor shall assume liability for all claims related to windblown dust and dirt. Water shall be applied by means of pressure-type distributors equipped with nozzles that will ensure a uniform application of water and in conformance with Section 1590 (e) of CAL/OSHA, Title 8.

B. Environmental Requirements: When unfavorable weather condition necessitate interrupting filling and grading operations, areas shall be prepared by compaction of surface and grading to avoid collection of water. Adequate temporary drainage shall be provided to prevent erosion. After interruption, compaction specified in last layer shall be reestablished before resuming work.

1.5 SUBMITTALS

A. Imported Materials: Samples of all proposed imported materials, minimum 40 pounds, tagged with source location and supplier shall be submitted to the Soils Engineer at least 15 days prior to import. Materials shall not be imported to jobsite without written approval by the Soils Engineer.

1.6 RELATED DOCUMENTS

A. Geotechnical Report as described in Section 02000, Paragraph 1.1C.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. General: All fill material shall be approved by Soils Engineer. Fill containing some debris or organic material may be encountered during site preparation for fill. Existing debris-laden fill and fill containing numerous organics should be removed to expose clean fill. Concrete or asphalt concrete can be included in the fill, providing the materials are crushed and pieces are 2 inches or less in size. All wood, vegetation, metal, or other deleterious materials should be removed prior to placement as fill.

B. Fill and backfill materials should be a soil or soil-rock mixture free of organic material, debris, and other deleterious substances. The fill should contain no rock particles larger than 4 inches in greatest dimension. In addition, no more than 15 percent of fill particles should have a diameter greater than 2 inches.

Native soil and earth fill obtained from on-site excavations are suitable for use as fill, providing the materials are free of debris and organic matter. Fill placed within 1.5 feet of the concrete floor slab in buildings should be non-expansive material. The soil should have a plasticity index of 15 or less. Selected soil from on-site excavations may meet this requirement, but it will be necessary to selectively excavate and stockpile the good quality soil for use beneath concrete floor slabs. If on-site soil does not meet the plasticity requirements, it will be necessary to import select fill material.

C. Import fill from off-site borrow sources should meet the general requirements for fill given above as well as the following quality requirements:

Maximum plasticity index	15
Percent passing No. 200 sieve	50 maximum, 5 minimum

The requirement that at least 5 percent pass the Number 200 sieve precludes the use of cohesionless sand as select fill.

D. Structural backfill between the foundation and the side of the excavation shall be compacted soil meeting the requirements for general site fill, unless special soil is specified on the landscape plans.

E. Base Material shall be Class 2 aggregate base.

Class 2 Aggregate Base shall conform to the grading and quality requirements shown in the following tables for ¾ inch maximum.

AGGREGATE GRADING REQUIREMENTS

Percentage Passing		
	3/4" Maximum	
Sieve Sizes	Operating Range	Contract Compliance
2"	—	—
1 1/2"	—	—
1"	100	100
3/4"	90-100	87-100
No. 4	35-60	30-65
No. 30	10-30	5-35
No. 200	2-9	0-12

QUALITY REQUIREMENTS

Test	Operat-ing Range	Contract Compli-ance
Resistance (R-value)	—	78 Min.
Sand Equivalent	25 Min.	22 Min.
Durability Index	—	35 Min.

Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base. Aggregate may include material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base or a combination of any of these materials. The amount of reclaimed material shall not exceed 50 percent of the total volume of the aggregate used.

The aggregate shall not be treated with lime, cement or other chemical material before the Durability Index test is performed. Untreated reclaimed asphalt concrete and portland cement concrete will not be considered to be treated with lime, cement or other chemical material for purposes of performing the Durability Index test.

If the results of either or both the aggregate grading and Sand Equivalent tests do not meet the requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placement of the aggregate base may be continued for the remainder of that day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or both the aggregate grading and Sand Equivalent tests do not meet the requirements specified for "Contract Compliance," the aggregate base which is represented by these tests shall be removed.

No single aggregate grading or Sand Equivalent test shall represent more than 500 cubic yards or one day's production, whichever is smaller.

F. Pea Gravel for runoff spreader shall be clean, graded and washed river-run gravel conforming to ASTM D448, Size No. 6.

PART 3 EXECUTION

3.1 PREPARATION

A. After the site has been demolished and cleared, the site should be brought to grade by either excavating or placing and compacting fill. Areas to receive fill

should be scarified to depth of at least 6 inches, moisture conditioned to near optimum moisture content, and compacted to the requirements for fill presented below in this section. The on-site expansive soils at subgrade elevation should be compacted at a lower percent relative density (approximately between 90% and 93%), and about 2% to 3% over optimum moisture content to reduce expansion pressure. If soft subgrade conditions are encountered, the subgrade should be improved to provide a firm, stable surface prior to fill placement. If the exposed soils are wet, it may be necessary to rip or blade the upper 8 to 12 inches of soil, turning it over periodically, to allow the soil to dry. Additional measures to improve the subgrade may include: (1) excavating the soft soils and replacing with dry, select, material; (2) treating the unstable subgrade with lime or other additives; or (3) placing a geotextile fabric on the subgrade surface prior to placement, as recommended by the soils Engineer.

3.2 EXCAVATION

A. General:

1. All supports, shoring, and sheet piling required for the side of excavations or for protection of adjacent existing improvements shall be provided and maintained by the Contractor. The adequacy of such systems shall be the complete responsibility of the Contractor.
2. Earth and rock, regardless of character and subsurface conditions, shall be excavated to depths shown on drawings and to the neat dimensions of the footings whenever practicable, to permit pouring of footings and grade beams without use of sideforms, except at slab perimeters.
3. Large rocks, pieces of concrete or other obstructions, if encountered during the excavation/scarifying operations, shall be removed and legally disposed of offsite by the Contractor.
4. Bottoms of all footings and foundations trenches shall be subject to testing by the Soils Engineer. Corrective measures as directed by the Structural Engineer shall be executed promptly.

B. Removal of Excess Excavated Material: Excess material shall be removed by the Contractor to an approved offsite location in a legal manner.

C. Dewatering:

1. Dewatering equipment necessary to drain and keep excavations free of water under all circumstances shall be provided, operated, and removed by the Contractor.
2. Contractor shall obtain Soils Engineer's approval of proposed method of dewatering.
3. Surface water shall be prevented from flowing into excavation. Accumulated water shall be promptly removed.

4. Dewatering system shall be maintained in place until construction work below groundwater is completed.

3.3 GRADING

A. General:

1. All areas covered by the project, including excavated and filled areas and adjacent transition areas, shall be uniformly graded so that finished surfaces are at the elevations established by the plans. Areas to receive future topsoil shall be graded to allow for such material.
2. Finished surfaces and surfaces to receive paving and aggregate base shall be smooth, compacted, and free from irregular surface drainage and shall not vary more than 0.10' from the established grade.
3. Ditches, gutters, and swales shall be finished to permit proper surface drainage.

3.4 SUBGRADE PREPARATION

A. Subgrade preparation will be required under all future paved areas, curbs, gutters and walks.

B. Notify soils engineer when excavations have reached required subgrade.

C. When soils Engineer determines that unforeseen unsatisfactory soil is present, continued excavation and replace with compacted backfill or fill material as directed.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Engineer.

3.5 FILLING

A. General:

1. The placement of fills shall be done under the supervision of the Soils Engineer.
2. Jetting shall not be permitted, except for compacting sand backfill in electrical conduit trenches.
3. All areas to receive fills shall be scarified to a depth of 12" and moisture conditioned as required to obtain the required compaction. Where slopes exceed 1 vertical to 4 horizontal, subgrade shall be plowed, stepped, or benched in such a manner that fills will bond with base material.
4. All fill and backfill necessary to bring the site to grade and backfill excavations should be placed in uniform lifts not exceeding 8 inches in uncompacted thickness. Each lift should be brought to a uniform moisture content at least 1 percent above optimum prior to compact-

ing by either spraying the soil with water if it is too dry or aerating the material if it is too wet. Fill should be compacted to the following degree of compaction, as determined by ASTM Test Method D1557:

Fill Location	Degree of Compaction
General site fill	90
Utility trench backfill	95
Future pavement subgrade	95

5. Fill shall not be dropped on any structure. Backfill shall not be placed around, against, or upon any concrete structure until structure has attained sufficient strength to withstand the loads imposed and the horizontal structural system has been installed.

3.6 COMPACTION AND TESTING

A. General:

1. All compaction testing shall be in accordance with the following method: ASTM D1557.
2. The resistance (R) value of soil materials shall be in the value as determined by California Test Method No. 301.
3. Each layer of fill and scarified subgrade for building and future pavement areas shall be compacted to not less than 95% maximum density. Compaction shall extend not less than 5' beyond building lines and pavement edges (including shoulders).
4. Where fill is required and no immediate or future construction is planned (such as planting areas), each layer of fill and scarified subgrade shall be compacted to not less than 90% maximum density.
5. All compaction shall be performed using compacting rollers, pneumatic or vibrator compactors, or other equipment and methods approved by the Soils Engineer.

3.7 BASE COURSES

A. Under pavements and walks, place base course material on prepared subgrades.

1. Compact base courses at optimum moisture content to required grades, lines, cross sections and thickness to not less than 95 percent of ASTM D 4254 relative density.
2. Shape base to required crown elevations and cross-slope grades.
3. When thickness of compacted base course is 6 inches or less, place materials in a single layer.

4. When thickness of compacted base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

3.8 FIELD QUALITY CONTROL

A. All excavation, filling, and compaction shall be performed under the direct supervision of the Soils Engineer. The Contractor shall cooperate with the Soils Engineer in all aspects of the work. Any materials placed or improvements constructed in the absence of the Soils Engineer's approval to proceed shall be presumed to be defective and, at the discretion of the Soils Engineer shall be removed and replaced at no cost to the Owner. The Soils Engineer shall be notified at least 48 hours prior to required inspection or testing.

B. Embankments shall be maintained to the grades shown on the plans until completion and acceptance of the Contract. Suitable allowance for shrinkage shall be provided for by the Contractor.

C. The Contractor shall be responsible for the stability of all constructed embankments, and shall replace any portion which, in the Soils Engineer's opinion, has been displaced due to the Contractor's negligence.

D. Finish soil grade tolerance at the completion of grading:
   1. Building and future paved areas: +0 to –0.10 feet.
   2. Other areas: +0.10 feet.

END OF SECTION

SECTION 02310

UTILITY TRENCHING AND BACKFILL

PART 1 GENERAL

1.1 WORK INCLUDED

A. Excavation, bedding, and backfill of underground storm drain, sanitary sewer and water piping, and associated structures.

1.2 WORK NOT INCLUDED

A. Drainage fill material and placement around subdrains. See Section 02620.

B. Trenching and backfill for other utilities such as underground electric, telephone, gas, cable TV, etc.

1.3 RELATED SECTIONS

1.4 RELATED DOCUMENTS

A. Geotechnical Report: See Section 02000, paragraph 1.1C3A.

B. ASTM:
1. C 33, Specification for Concrete Aggregates.
2. C 150, Specification for Portland Cement.
3. C 260, Specification for Air-Entraining Admixtures for Concrete.
4. C 618, Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
5. D 1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
6. D 2321, Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.
7. D 2487, Classification of Soils for Engineering Purposes.
8. D 3740, Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
9. E 329, Specification for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
10. E 548, Guide for General Criteria Used for Evaluating Laboratory Competence.

C. California Building Code, California Code of Regulations, Title 24, Part 2 - Chapter 18, Foundations, and Retaining Walls, and Chapter 33, Site Work, Demolition and Construction.

D. CAL/OSHA, Title 8.

1.5 DEFINITIONS

A. AC: Asphalt Concrete.

B. ASTM: American Society for Testing and Materials.

C. Bedding: Material from bottom of trench to bottom of pipe.

D. CDF: Controlled Density Fill.

E. DIP: Ductile Iron Pipe.

F. Initial Backfill: Material from bottom of pipe to 12-inches above top of pipe.

G. PCC: Portland Cement Concrete.

H. RCP: Reinforced Concrete Pipe.

I. Springline of Pipe: Imaginary line on surface of pipe at a vertical distance of ½ the outside diameter measured from the top or bottom of the pipe.

J. Subsequent Backfill: Material from 12-inches above top of pipe to subgrade of surface material or subgrade of surface facility or to finish grade.

1.6 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures".

B. Submit material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

C. The following material shall be submitted:
   1. Pipe, Bedding and Backfill certification.
   2. All pertinent items and materials as listed under Part 2 Products.

1.7 PROJECT CONDITIONS

A. Protect open, trenches, and utility structure excavations with fences, covers and railings to maintain safe pedestrian and vehicular traffic passage.

B. Stockpile on-site and imported backfill material temporarily in an orderly and safe manner.

PART 2 PRODUCTS

2.1 PIPE BEDDING AND INITIAL BACKFILL

A. Pipe bedding and initial backfill for storm drain force main and gravity lines and for perforated subdrains shall be permeable material.

Permeable material shall comply with Class 1, Type A permeable material as specified in Section 02620-2.4A.

B. Pipe bedding and initial backfill for water lines shall be sand. Sand shall be free from clay or organic material, suitable for the purpose intended, and shall be of such size that 90 percent to 100 percent will pass a No. 4 sieve and not more than 5 percent will pass a No. 200 sieve.

2.2 SUBSEQUENT BACKFILL

A. Subsequent backfill shall conform to on-site or imported structural backfill in Section 02300, paragraph 2.1, except that permeable material shall be used for subsequent backfill of perforated subdrain lines.

2.3 FILTER FABRIC

A. Filter Fabric:

1. Filter Fabric: Filter fabric shall be manufactured from polyester, nylon or polypropylene material, or any combination thereof. The fabric shall be permeable, nonwoven, shall not act as a wicking agent, and shall conform to the following:

Specification	Requirements	
	Edge Drains	Underdrains
Weight, grams per square meter, min. ASTM Designation: D 3776	135	135
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632	0.22	0.40
Elongation at break, percent min. ASTM Designation: D 4632	10	30
Toughness, kilonewtons, min. (Percent elongation x grab tensile strength)	13	26
Permittivity, 1/sec., min. ASTM Designation: D 4491	0.5	0.5

2. If filter fabric is to be exposed for more than 72 hours, all fabric of that type (underdrain or edge drain) shall be treated with ultraviolet ray (UV) protection. The treated fabric shall provide a minimum of 70 percent breaking strength retention after 500 hours exposure when tested in conformance with the requirements in ASTM Designation: D 4355. Unless otherwise specified, the Contractor shall submit samples of the treated filter fabric to the Engineer at least 45 days prior to use.

3. Filter fabric, not treated with UV protection, which is exposed for more than 72 hours shall be removed and replaced at the expense of the Contractor. The replacement fabric either shall be treated with UV protection or shall not be exposed for more than 72 hours.

4. Filter Fabric shall be Mirifi 140N (Mirifi Inc., Charlotte, NC) (Tel. 800-438-1855) or approved equal.

PART 3 EXECUTION

3.1 TRENCHING AND EXCAVATION

A. Existing PCC or AC Areas: Cut AC to full depth at a minimum distance of 12-inches beyond the edge of the trench. Cut PCC to full depth at the next joint beyond 12-inches from the edge of the trench.

B. Excavate by hand or machine. For gravity systems begin excavation at the outlet end and proceed upstream. Excavate sides of the trench parallel and equal distant from the centerline of the pipe. Hand trim excavation. Remove loose matter.

C. Excavation Depth for Bedding: Minimum of 4-inches below bottom of pipe or as otherwise allowed or required by the Geotechnical Consultant, except that bedding is not required for nominal pipe diameters of 2-inches or less.

D. Excavation Width at Springline of Pipe:
   1. Up to a nominal pipe diameter of 24-inches: Minimum of twice the outside pipe diameter, or as otherwise allowed or required by the Geotechnical Consultant.
   2. Nominal pipe diameter of 30-inches through 36-inches: Minimum of the outside pipe diameter plus 2-feet, or as otherwise allowed or required by the Geotechnical Consultant.
   3. Nominal pipe diameter of 42-inches through 60-inches: Minimum of the outside pipe diameter plus 3-feet, or as otherwise allowed or required by the Geotechnical Consultant.

E. Over-Excavations: Backfill trenches that have been excavated below bedding design subgrade, with approved bedding material.

F. Comply with the Owner's Representative's limitations on the amount of trench that is opened or partially opened at any one time. Do not leave trenches open overnight without the approval of the Owner's Representative.

G. Where forming is required, excavate only as much material as necessary to permit placing and removal of forms.

H. Bottoms of trenches will be subject to testing by Geotechnical Consultant. Correct deficiencies as directed by the Geotechnical Consultant.

I. Grade bottom of trench to provide uniform thickness of bedding material and to provide uniform bearing and support for pipe along entire length. Remove stones to avoid point bearing.

3.2 CONTROL OF WATER AND DEWATERING

A. Contractor shall be solely responsible for dewatering trenches and excavations and subsequent control of ground and surface water. Contractor shall provide and maintain such pumps or other equipment as may be necessary to control ground water and seepage to the satisfaction of the Geotechnical Consultant and the Owner's Representative until backfilling is completed.

B. Dewater during backfilling operation so that groundwater is maintained a least one foot below level of compaction effort.

C. Obtain the Geotechnical Consultant's approval for proposed control of water and dewatering methods.

D. Reroute surface water runoff away from open trenches and excavations. Do not allow water to accumulate in trenches and excavations.

E. Maintain dewatering system in place until dewatering is no longer required.

3.3 BRACING AND SHORING

A. Conform to California and Federal OSHA requirements.

3.4 PIPE BEDDING

A. Stabilization of Trench Bottom: When the trench bottom is unstable due to wet or spongy foundation, trench bottom shall be de-watered as necessary. The Geotechnical shall determine the suitability of the trench bottom and the amount of sand, gravel, or crush rock needed to stabilize the soft foundation.

3.5 BACKFILLING

A. Bedding and Initial Backfill:

1. Permeable material or sand shall be used as bedding and initial backfill for all utilities as shown on the details. After the pipe has been properly laid and accepted by the Owners Representative, backfill material shall be placed on both sides of the pipe and compacted to the depth shown in the Drawings.

2. Compaction: The backfill material shall be compacted to a minimum of 95% relative compaction by mechanically tamped in layers not exceeding eight inches (8") in uncompacted depth and shall be brought up uniformly on both sides of the pipe to avoid bending or distortional stress.

B. Subsequent Backfill:

1. Approved Native backfill material or permeable material shall be used for subsequent backfill, as shown in the details.

2. Compaction: Subsequent backfill compaction shall be by mechanical means with backfill material placed in layers not exceeding eight inches (8") in loose depth. Each layer shall be thoroughly compacted before succeeding layers are placed. The use of machine tampers, except manually held types, shall not be permitted. Subsequent backfill shall be compacted to a relative compaction of 95%.

3.6 CLEANUP

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

B. See Section 02000 for further cleanup requirements.

END OF SECTION

SECTION 02320

STORM WATER POLLUTION PREVENTION

PART 1 GENERAL

1.1 WORK INCLUDED

A. This specification addresses construction of temporary erosion and sediment control facilities and other incidental and appurtenant work necessary for the contemplated use, as indicated on the project Plans, in the Storm Water Pollution Prevention Plan (SWPPP) and as directed by the Engineer.

B. The Contractor shall construct temporary erosion and sediment control facilities in conformance with the Plans, Specifications, and the SWPPP. The Contractor's attention is directed to relevant portions of California Stormwater Best Management Practices Handbook Fact Sheets, included as Appendix H of the SWPPP.

C. The Contractor shall be responsible for providing a Qualified SWPPP Practioner (QSP). The QSP shall inspect stormwater best management practices (BMPs) at a minimum weekly and prior to, during, and after rain events as outlined in the SWPPP. If the QSP determines that BMPs are ineffective, the QSP shall recommend alternative BMPs.

PART 2 PRODUCTS

2.1 EROSION CONTROL MATERIALS

D. Crushed Aggregate - Crushed aggregate shall be used in Stabilized Construction Entrance/Exit. Crushed aggregate shall be greater than 3 inches but smaller than 6 inches.

E. Temporary Construction Roadway may utilize crushed aggregate as defined above or may alternatively utilize rock that meets the requirements of the following table.

Nominal Size Square Opening	Percentage Passing								
	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4
2-1/2"-3/8"	100	80-100	60-85	50-70	25-50	-	5-20	0-10	0-3
Determination using laboratory sieves conforming to ASTM E 11									

F. Geotextile Fabric - Geotextile fabric for use in Stabilized Construction Entrance/Exit and Temporary Construction Roadway shall be geotextile fabric for separation. Geotextile fabric shall be of adequate strength and flexibility to avoid tearing under anticipated construction loading.

G. Silt Fence Fabric - Silt fence fabric for use in Storm Drain Inlet Protection facilities and perimeter fencing shall be woven polypropylene with a minimum width of 36 inches and a minimum tensile strength of 100 lb force. Silt fence fabric shall conform to the requirements of ASTM designation D4632 and shall have an integral reinforcement layer. The reinforcement layer shall be a polypropylene, or approved equivalent, net provided by the manufacturer. The permittivity of the silt fence fabric shall be between 0.1 sec^{-1} and 0.15 sec^{-1} in conformance with the requirements in ASTM designation D4491.

H. Geotextile Blanket - Geotextile blanket for use in Storm Drain Inlet Protection and Check Dams shall conform to Silt Fence Fabric elsewhere in these specifications.

I. Gravel Bags -

1. Gravel bag material for use in Storm Drain Inlet Protection and Check Dams shall be polypropylene, polyethylene, or polyamide fabric, minimum unit weight of 4 oz/yd^2, Mullen burst strength exceeding 300 lb/in^2 in conformance with the requirements in ASTM designation D3786, and ultraviolet stability exceeding 70% in conformance with the requirements in ASTM designation D4355.

2. Gravel bag size for use in Storm Drain Inlet Protection and Check Dams shall have a length of 18 inches, width of 12 inches, thickness of 3 inches, and mass of approximately 33 lbs. Bag dimensions are nominal and may vary based on locally available material.

J. Hydraulic Mulch shall consist of fibrous materials and tackifier mixed with water and sprayed onto disturbed and inactive surfaces. Hydraulic mulch shall be non-flammable and non-toxic to aquatic organisms.

K. Soil binders shall consist of either a plant-based product such as guar, psyllium or starch, or a polymeric blend mixed with water. Soil binders shall be non-flammable and non-toxic to aquatic organisms.

L. Fiber rolls shall be a pre-manufactured roll of rice or wheat strat, wood excelsior, or coconut fiber encapsulated within a biodegradable jute, sisal or coir fiber netting. The finished roll shall be between 8 inches and 12 inches in diameter, between 10 feet and 20 feet in length and shall weigh at least 0.54-lbs/ft. When more than one blanket is required, blankets shall be jointed longitudinally with an overlap of 6 inches along the length of the blanket.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing improvements, appurtenances, and landscaping to be protected or remain.

3.2 PREPARATION

A. Install protection for existing improvements, appurtenances, and landscaping to be protected.

3.3 CONSTRUCTION

A. Unless otherwise specified, BMPs shall be implemented as outlined in the SWPPP and in accordance with the manufacturer's recommendations.

3.4 MAINTENANCE

A. Temporary erosion and sediment control facilities shall be inspected and maintained under the direction of a QSP during the duration of the project.

B. Silt fence fabric for use in Storm Drain Inlet Protection facilities that is damaged and/or becomes unsuitable for the intended purpose shall be removed, disposed of, and replaced with new silt fence fabric. Sediment and/or soils that accumulate at the silt fence shall be removed and disposed of.

C. Geotextile blanket for use in Storm Drain Inlet Protection that is damaged and/or becomes unsuitable for the intended purpose shall be removed, disposed of, and replaced with new geotextile blanket. Sediment and/or soils that accumulate at the geotextile blanket shall be removed and disposed of.

D. Gravel bags for use in Storm Drain Inlet Protection or Check Dams that are damaged and/or become unsuitable for the intended purpose shall be removed, disposed of, and replaced with new gravel bags. Sediment and/or soils that accumulate at the gravel bags shall be removed and disposed of. Gravel bags that have accumulated excessive sediment and/or soils in them shall be removed, disposed of, and replaced with new gravel bags.

E. Crushed aggregate for use in Stabilized Construction Entrance/Exit that has become unsuitable for the intended purpose shall be removed, disposed of, and replaced with new crushed aggregate.

F. Geotextile fabric for use in Stabilized Construction Entrance/Exit that is damaged and/or becomes unsuitable for the intended purpose shall be removed, disposed of, and replaced with new geotextile fabric.

G. Erosion control shall be reapplied as needed or as determined necessary by the Qualified SWPPP Practitioner.

H. Sediment and/or soils that accumulate in Stabilized Construction Entrance/Exit shall be removed and disposed of.

END OF SECTION

SECTION 02510

WATER SYSTEM

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Site water distribution system for domestic up to 5 feet of any on-site commercial building being served.

1.2 DEFIN1TIONS

A. AASHTO: American Association of State Highway and Transportation Officials.

B. ASTM: American society for Testing Materials.

C. AWWA: American Waterworks association

D. DI: Ductile Iron.

E. DIP: Ductile Iron Pipe.

F. FM: Factory Mutual.

G. NFPA: National Fire Protection Association.

H. NSF: National Sanitation Foundation.

I. PCC: Portland Cement Concrete.

J. PE: Polyethylene.

K. PVC: Polyvinyl Chloride.

L. UL: Underwriters Laboratory.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

A. Minimum Internal Pressures

1. Working Pressures: Per City of Santa Clara Standards

2. Test Pressure: Per City of Santa Clara Standards

B. External Load: Earth load indicated by depth of cover plus AASHTO H20 live load unless indicated otherwise.

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures".

B. Submit material certificates signed by the material producer and the contractor, certifying that each material item complies with, or exceeds the specified requirements.

C. The following material shall be submitted:
   1. Pipe, Fittings and Valve material certification
      a. All pertinent items and materials as listed under Part 2 Products

PART 2 - PRODUCTS

2.1 SMALL SIZE SERVICE PIPES

A. Copper Pipe: Sizes ¾-inch through 2-inch.

B. Underground Pipe and Fittings: ASTM B 88, Type K, seamless water tube, annealed.

C. Joints: Restrain by couplings.

D. Above ground pipe, fittings and hose bib: galvanized iron.

END OF SECTION

SECTION 02513

ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Asphalt concrete paving as shown on the drawings.

1.2 REFERENCES

A. ASTM D1556, Density of Soil in Place by the Sand Cone Method

B. ASTM D1557, Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb Rammer and 18-inch Drop

C. ASTM D2172, Quantitative Extraction of Bitumen from Bituminous Paving Mixtures

1.3 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures".

B. Submit material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

C. The following material shall be submitted:

1. General:

   a. Preparation of mix design for compliance with the specifications shall be performed by a City approved independent commercial testing laboratory at the expense of the Contractor.

      (1) Certificates: Submit manufacturer's notarized certificate of compliance for the bituminous materials.

2. Mix Design:

   a. Submit mix design prior to placing of the bituminous mixture. The design shall be prepared by the Contractor's laboratory and shall conform to the requirements of these specifications.

1.4 PREPARATION OF BASE

A. Requirements for subgrade and base are specified in Section 02300, "Earthwork". Prior to construction of asphaltic concrete, clean previously constructed base of all foreign substances. Inspect surfaces for the specified compaction and trueness to line and grade.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Aggregates

1. The grading and proportioning of aggregates shall be such that the combined mineral aggregate conforms to the specified requirements.

   a. Aggregate for asphaltic concrete shall be ½-inch maximum size gradation, medium, Type A as described below:

2. Aggregates shall be clean and free from decomposed materials, organic material and other deleterious substances. Coarse aggregate is material retained on the No. 4 sieve; fine aggregate is material passing the No. 4 sieve; and supplemental fine aggregate is added fine material passing the No. 30 sieve, including, but not limited to, cement and stored fines from dust collectors.

3. The combined aggregate, prior to the addition of asphalt binder, shall conform to the requirements of this section. Conformance with the grading requirements will be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portions of the aggregate or between blends of different aggregates.

4. In the tables below, the symbol "X" is the gradation which the Contractor proposes to furnish for the specific sieve. The proposed gradation shall meet the gradation shown in the table under "Limits of Proposed Gradation." Changes from one mix design to another shall not be made during the progress of the work unless permitted by the Engineer. However, changes in proportions to conform to the approved mix design shall not be considered changes in mix design.

AGGREGATE GRADING REQUIREMENTS

Types A and B Asphalt Concrete

PERCENTAGE PASSING

1/2 inch Maximum, Coarse

Sieve Sizes	Limits of Proposed Gradation	Operating Range	Contract Compliance
3/4"	—	100	100
1/2"	—	95-100	89-100
3/8"	—	75-90	70-95
No. 4	55-61	X±5	X±8
No. 8	40-45	X±5	X±8
No. 30	20-25	X±5	X±8
No. 200	—	3-7	0-10

5. The combined aggregate shall conform to the following quality requirements prior to the addition of the asphalt:

Tests	California Test	Asphalt Concrete Type A
Percentage of Crushed Particles:	205	
Coarse Aggregate (Min.)		90%
Fine Aggregate Passing No. 4, Retained on No. 8 (Min.)		70%
Los Angeles Rattler:	211	
Loss at 100 Rev. (Max.)		10%
Loss at 500 Rev. (Max.)		45%
Sand Equivalent:	217	
Contract Compliance (Min.)		47
Operating Range (Min.)		50
Film Stripping (Max.)[a]	302	—
K_c Factor (Max.)	303	1.7
K_f Factor (Max.)	303	1.7

6. If the results of either or both the aggregate grading and Sand Equivalent tests do not meet the requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placement of the asphalt concrete or asphalt concrete base may be continued for the remainder of that day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for "Operating Range."

7. If the results of either or both the aggregate grading and Sand Equivalent tests do not meet the requirements specified for "Contract Compliance," the asphalt concrete or asphalt concrete base which is represented by these tests shall be removed.

8. No single aggregate grading or Sand Equivalent test shall represent more than 500 tons or one day's production, whichever is smaller.

9. The asphalt concrete mixture, composed of the aggregate proposed for use and the optimum amount of asphalt as determined by California Test 367, shall conform to the following quality requirements:

Tests	California Test	Asphalt Concrete Type	
		A	B
Swell (Max.) (inch)	305	0.03	0.03
Moisture Vapor Susceptibility (Min.)	307	30	25
Stabilometer Value (Min.):			
(3/8" & No. 4 Max. AC)	366	30	30
All Others	366	37	35

B. Asphalt

1. Asphalt binder to be mixed with aggregate shall be a steam-refined paving asphalt and shall be of the grade PG 64-10 or as determined by the Engineer.

2. The amount of asphalt binder to be mixed with the aggregate for asphalt concrete will be determined by the Engineer in conformance with the requirements in California Test 367 using the samples of aggregates furnished by the Contractor.

3. Asphalt shall be:

   a. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.

   b. Free from water.

   c. Homogeneous.

4. The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.

5. The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

6. Performance graded (PG) asphalt binder shall conform to the following:

Performance Graded Asphalt Binder

Property	Specification Grade	
	AASHTO Test Method	PG 64-10
Original Binder		
Flash Point, Min. °C	T48	230
Solubility, Min. % [b]	T44	99
Viscosity at 135°C, [c] Max., Pa·s	T316	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Min. G*/sin(delta), kPa	T315	64 1.00
RTFO Test [e], Mass Loss, Max., %	T240	1.00
RTFO Test Aged Binder		
Dynamic Shear, Test Temp. at 10 rad/s, °C Min. G*/sin(delta), kPa	T315	64 2.20
Ductility at 25°C Min., cm	T51	75
PAV [f] Aging, Temperature, °C	R28	100
RTFO Test and PAV Aged Binder		
Dynamic Shear, Test Temp. at 10 rad/s, °C Min. G*sin(delta), kPa	T315	31 [d] 5000
Creep Stiffness, Test Temperature, °C Max. S-value, MPa Min. M-value	T313	0 300 0.300

7. The Contractor shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 24 inches and 30 inches above the platform. The Contractor shall provide a receptacle for flushing the sampling device.

8. The sampling device shall include a valve:

   a. With a diameter between 1/2 inch and 3/4 inch.

   b. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations.

   c. Maintained in good condition.

9. The Contractor shall replace failed valves.

10. In the presence of the Engineer, the Contractor shall take 2 one-quart samples per operating day. The Contractor shall provide round friction top containers with one-quart capacity for storing samples.

11. The Contractor shall apply paving asphalt at a temperature between 250° F and 375° F. The Engineer will determine the exact temperature of paving asphalt.

12. Liquid asphalt for prime coat shall conform to grade PG 64-10 as specified above.

C. Asphaltic Emulsion

1. Asphaltic emulsion for paint binder (tack coat) shall be type RS-1 as described below.

2. Asphaltic emulsions shall be composed of a bituminous material uniformly emulsified with water and an emulsifying or stabilizing agent. Polymer modified asphaltic emulsion shall also contain a polymer.

3. The asphaltic emulsion shall be homogeneous. Within 30 days after delivery and provided separation has not been caused by freezing, the asphaltic emulsion shall be homogeneous after thorough mixing. The polymer used in the manufacture of polymer modified asphaltic emulsion shall be, at the option of the Contractor, either neoprene, ethylene vinyl acetate or a blend of butadiene and styrene.

4. The asphaltic emulsion shall conform to the provisions prescribed in the following Table 1.

5. Samples of asphaltic emulsion shall be taken in conformance with the requirements in AASHTO Designation: T 40, "Sampling Bituminous Materials." If the polymer content of polymer modified asphaltic emulsion is to be determined by California Test 401, a one-quart sample each of base asphalt and polymer used in the manufacture of the asphaltic emulsion to be used in the work shall be submitted to the Engineer at least 10 days prior to beginning seal coat work.

6. Samples shall be stored in clean, airtight sealed containers at a temperature of not less than 40° F until tested.

7. The properties of the asphaltic emulsion given in Table 1 shall be determined in conformance with the requirements in AASHTO Designation: T 59, "Testing Emulsified Asphalt," unless otherwise noted.

TABLE I: Requirements for Anionic Asphaltic Emulsion

Properties	Type	Rapid-Setting	
	Grade	RS1	
		min	max
Tests on Emulsions:			
Viscosity, SSF @ 25°C, sec		20	100
Viscosity, SSF @ 50°C, sec		—	—
Settlement, 5 days, %[a]		—	5
Storage stability test, 1 day, %[b]		—	1
Demulsibility, 35 ml, 0.02 *N* $CaCl_2$, % [c]		60	—
Coating ability and water resistance:			
Coating, dry aggregate		—	
Coating, after spraying		—	
Coating, wet aggregate		—	
Coating, after spraying		—	
Cement mixing test, %		—	—
Sieve test, %		—	0.10
Residue by distillation, %		55	—
Tests on Residue from Distillation Test:			
Penetration, 25°C		100[d]	200
Ductility, 25°C, 50 mm/min, mm		400	—
Solubility in trichloroethylene, %		97.5	—

a The test requirement for settlement may be waived when the asphaltic emulsion is used in less than 5 days' time; or the Engineer may require that the settlement test be run from the time the sample is received until the asphaltic emulsion is used, if the elapsed time is less than 5-days.

b The 24-hour (1 day) storage stability test may be used instead of the 5 day settlement test.

c The demulsibility test shall be made within 30 days from date of shipment.

d A harder base asphalt meeting current asphalt specifications may be specified with the provisions that the test requirements on the Residue from Distillation be waived.

8. The vendor shall make available for review a certified copy of tests representing any shipment.

9. If asphaltic emulsion is used prior to sampling and testing, a Certificate of Compliance, shall accompany each shipment of asphaltic emulsion to the work. The certificate shall include the shipment number, type of material, specific gravity of the material, refinery, consignee, destination, quantity, contract or purchase order number and date of shipment. The certificate shall state that the material complies with the specifications detailed in this section and shall be signed by the vendor or the vendor's representative.

10. Asphaltic emulsion furnished without a Certificate of Compliance shall not be used in the work until the Engineer has had sufficient time to make appropriate tests and has approved the asphaltic emulsion for use.

11. Asphaltic emulsion shall be reheated, if necessary, but at no time after loading into a tank car or truck for transporting to the site of the work shall the temperature of the emulsion be raised above 160° F, unless permitted by the Engineer. During all reheating operations the asphaltic emulsion shall be agitated to prevent localized overheating. Asphaltic emulsion shall be applied in conformance with the provisions above for, "Liquid Asphalt," and the following additional requirements.

12. Setting Grade 1 asphaltic emulsions, except when used for fog seal coats, shall be applied at a temperature between 75° F and 130° F, and Setting Grade 2 asphaltic emulsions shall be applied at a temperature between 110° F and 185° F, unless otherwise directed by the Engineer.

13. Asphaltic emulsions shall not be permitted to cool to a temperature of less than 40° F.

PART 3 - EXECUTION

3.1 BASE COURSE MAINTENANCE

A. Maintain the base course until the asphaltic pavement is in place. Maintenance shall include drainage, rolling, shaping, and water as necessary to maintain the course in proper condition. Maintain sufficient moisture at the surface to prevent a dusty condition by light sprinkling with water. Areas of completed base course that are damaged by freezing shall be conditioned, reshaped, and recompacted in accordance with the requirements of this specification without additional cost to the City.

3.2 FINISH SURFACE

A. The finish surface of base course, when tested for uniformity of slope, shall not deviate at any point more than ⅜-inch from bottom of a 10-foot straightedge laid in any direction. When base course is constructed in more than one layer, specified smoothness requirements shall apply only to top surface.

3.3 PRIME COAT

A. Prior to the application of the asphaltic concrete, apply a bituminous prime coat of liquid asphalt on the prepared compacted base. Apply liquid asphalt by pressure distributors. Allow sufficient time before placing the asphalt concrete to permit the prime coat asphalt to penetrate the prepared compacted base.

B. Prime coat shall be applied at the approximate total rate of 0.25-gallon per square yard of surface covered. The exact rate and number of applications will be determined by the Engineer.

C. Prime coat shall be applied at a temperature as recommended by the manufacturer.

D. Liquid asphalt shall be prevented from spraying upon adjacent pavements, that portion of the traveled way being used by traffic, structures, railings and barriers, markers, trees and shrubbery that are not to be removed, adjacent property and improvements, and other highway improvements or facilities not mentioned herein.

E. Liquid asphalt shall be heated by a retort or by steam coils in such a manner that steam will not be introduced directly into the liquid asphalt during heating. The Contractor shall furnish and keep available at all times, an accurate thermometer suitable for determining the temperature of the liquid asphalt being applied.

F. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. Spray bars shall have a minimum length of 9 feet and shall be of the full circulating type. The spray bar shall be adjustable to permit positioning at various heights above the surface to be treated. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation.

G. Spreading by means of cab controlled valves will be permitted in the application of seals. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet. The spreading equipment shall be designed so that uniform application of

bituminous material, in controlled amounts, may be made ranging from 0.02-gallon to one gallon per square yard of surface and with a range of pressure from 25 psi to 75 psi. If a spray bar extension is used to cover a greater width, it shall be of the full circulating type.

H. The distributor shall be equipped with a hose and nozzle to be used for spraying areas which are inaccessible to the distributor. The distributor shall also be equipped with pressure gages and an accurate thermometer for determination of temperatures of the bituminous material. Distributor and booster tanks shall be so maintained at all times as to prevent dripping of bituminous material from any part of the equipment.

I. In order to secure uniform distribution at the junction of 2 applications, the distribution shall be promptly stopped when the uniform flow decreases, indicating the tank is about empty.

J. The City reserves the right to order the use of any equipment discontinued which, in the opinion of the Engineer, fails to produce a satisfactory distribution of asphalt in accordance with the specifications.

K. Spreading liquid asphalt will not be permitted when the surface to be treated is appreciably damp, or when weather conditions are unsuitable, or when the atmospheric temperature is below the minimum temperature specified for the particular type of work.

L. Disposing of excess liquid asphalt onsite will not be permitted. Distributors shall stop spreading asphalt while traffic is passing, if directed by the Engineer.

M. Liquid asphalt delivered to the work shall not be used for any purpose other than that provided for in the specifications.

N. The Contractor shall provide a satisfactory method of accurately measuring the volume of liquid asphalt in the storage tanks and in each spreading unit at any time.

3.4 PAINT BINDER

A. Apply asphaltic emulsion, unless otherwise directed, at a rate of 0.05 gallons per square yard to the exposed edges of vertical surfaces against which asphaltic concrete is to be placed.

B. Paint binder (tack coat) shall be applied only so far in advance of placing the surfacing as may be permitted by the Engineer. When asphaltic emulsion is used as a paint binder (tack coat), asphalt concrete shall not be placed until the asphaltic emulsion has cured.

C. Immediately in advance of placing asphalt concrete, additional prime coat or paint binder (tack coat) shall be applied as directed by the Engineer to areas where the prime coat or paint binder (tack coat) has been damaged, and

loose or extraneous material shall be removed, and no additional compensation will be allowed therefor.

3.5 ASPHALT CONCRETE

A. Requirements

1. The bituminous concrete shall consist of mineral aggregate, uniformly mixed with bituminous material in a central plant. The percentage of asphalt cement binder shall be between 5 and 7%.

B. Placing

1. General: Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225 deg F (107 deg C). Place areas inaccessible to equipment by hand. Place each course to required grade, cross-section, and compacted thickness.

2. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.

3. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.

C. Rolling

1. General: Begin rolling when mixture will bear roller weight without excessive displacement.

2. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

3. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.

4. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.

5. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density.

6. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.

7. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

8. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

D. Field Quality Control

1. General: Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness and surface smoothness will be done by Owner's testing laboratory. Repair or remove and replace unacceptable paving as directed by Engineer.

2. Thickness: In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding the following allowable variations:

   a. Base Course: Plus or minus 1/2 inch.

   b. Surface Course: Plus or minus 1/4 inch.

3. Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:

   a. Base Course Surface: 1/4 inch.

   b. Wearing Course Surface: 3/16 inch.

   c. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

4. Check surface areas at intervals as directed by Engineer.

5. Where standing water or "bird baths" in excess of 1/8 inch deep result from Contractor's finish paving, the Contractor shall remove and reconstruct the paving to satisfactory tolerances at his own expense.

END OF SECTION

SECTION 02513

ASPHALT CONCRETE PAVING

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SECTION 02620

SUBDRAINAGE

PART 1 GENERAL

1.1 WORK INCLUDED

A. Subdrains in trenches.

1.2 RELATED SECTIONS

A. Section 02310, Utility Trenching and Backfill.

B. Section 02630, Storm Drainage System.

1.3 RELATED DOCUMENTS

A. AASHTO:
1. M 252: Corrugated Polyethylene Drainage Tubing.
2. M 288: Geotextiles Used for Subsurface Drainage Purposes.

B. ASTM:
1. C 1173: Specifications for Flexible Transition Couplings for Underground Piping System.
2. D 448: Classification for Sizes of Aggregate for Road and Bridge Construction.
3. D 1621: Test Method for Compressive Properties of Rigid Cellular Plastics.
4. D 1785: Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
5. D 2235: Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and fittings.
6. D 2321: Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
7. D 2564: Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
8. D 2729: Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
9. D 2751: Acrylontrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings.
10. D 3034: Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
11. D 4716: Test Method for Constant Head Hydraulic Transmissivity (in-Plane Flow) of Geotextiles and Geotextile Related Products.
12. F 477: Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
13. F 656: Primers for Use in Solvent Cement Joints of Poly(Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
14. F-1336: Poly(Vinyl Chloride) (PVC) Gasket Sewer Fittings.

1.4 DEFINITIONS

A. AASHTO: American Association of State Highway and Transportation Officials.

B. ABS: Acylonitrile-Butadiene-Styrene.

C. ASTM: American Society for Testing and Materials

D. AWWA: American Water Works Association.

E. HDPE: High-density polyethylene.

F. PE: Polyethylene.

G. PVC: Polyvinyl Chloride.

1.5 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures".

B. Submit material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

C. The following material shall be submitted:
1. Pipes and backfill certification
2. All pertinent items and materials as listed under Part 2 Products

PART 2 PART 2 PRODUCTS

2.1 SOLID WALL PERFORATED PIPE

A. PVC pipe and Fittings: Smaller than 4-inch, ASTM D1785, Schedule 40. Solvent cement joints.
1. Solvent Cement: ASTM D 2564. Include primer according to ASTM F656.
2. Perforation Size, Location, and Spacing: ASTM D 2729.

B. PVC Pipe and Fittings:
1. Pipe: 4-inch through 15-inch, ASTM D 3034, SDR 35. Bell and spigot joints.
2. Perforation Size, Location, and Spacing: ASTM D 2729.
3. Fittings: ASTM F 1336.
4. Joint Gasket: Elastomeric seal, ASTM F 477.

2.2 SPECIAL PIPE COUPLINGS

A. Description: ASTM C 1173. Rubber or elastomeric sleeve and stainless steel band assembly fabricated to match outside diameters of pipes to be joined.

2.3 CLEANOUTS

A. Piping: Same as subdrain pipe without perforations.

B. Top Plug or Cap: Same material as piping if possible. Plug or cap to be secure but removable, threaded or non-threaded.

C. Size box to provide access and allow easy removal and reinstallation of plug or cap.

D. Types:
   1. Non-Traffic Areas: Portland cement concrete box and box cover, light duty.
   2. Traffic Areas: Portland cement concrete box and box cover or steel or cast iron cover, heavy duty, both box and cover to be rated for AASHTO H20 loading.

E. Cover Markings: "S.D.," unless otherwise specified.

2.4 DRAINAGE FILL MATERIAL

A. Permeable Material for use as drain rock shall be Class 1, Type A or B as shown in the table below:

The percentage composition by weight of permeable material in place shall conform to the following gradings:

CLASS 1

Sieve Sizes	Percentage Passing	
	Type A	Type B
2"	—	100
1 1/2"	—	95-100
3/4"	100	50-100
1/2"	95-100	—
3/8"	70-100	15-55
No.-4	0-55	0-25
No.-8	0-10	0-5
No. -200	0-3	0-3

Permeable material for use in backfilling trenches, under, around and over underdrains, shall consist of hard, durable, clean sand, gravel or crushed stone, and shall be free from organic material, clay balls or other deleterious substances

Class 1 and Class 2 permeable material shall have a Durability Index of not less than 40.

B. Ballast rock for use in transformer containment pits shall be washed, evenly graded mixture of crushed granite stone with the following physical properties:

Gradation:

Sieve Sizes, inches	Cumulative Percent Passing
2	100
1 ½	90-100
1	20-55
¾	0-15
3/8	0-5
#200	0-1
% Pass #200 =	</ = 1%
Bulk SpG >/ =	>/ = 2.60
Absorption =	</ = 1.0%
Clay Lumps and friable Particles </ =	</ = 0.5%
Resistance to Degradation (L.A. Rattler) =	</ = 35% at 500 rev.
Sodium Sulfate Soundness =	</ = 5.0%
Flat or Elongated Particles (3:1) : </ =	</ = 5%

It shall be free from organic material, clay balls, or other deleterious substances.

2.5 FILTER FABRIC

A. Filter fabric for encasing permeable material around subdrains shall conform to the provisions of Section 02310, paragraph 2.3.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine surfaces and areas for suitable conditions where subdrainage systems are to be installed.

B. Install only after unsatisfactory conditions have been corrected.

3.2 PIPING APPLICATIONS

A. Refer to Plans for location, size, and material designation for individual subdrains.

3.3 INSTALLATION OF PERFORATED PORTIONS OF SUBDRAINS

A. Excavation shall conform to the provisions of Section 02310, paragraphs 3.1 through 3.4.

B. Subdrain Bedding: Place supporting layer of drainage fill over compacted subgrade to compacted depth indicated. If drainage fill requires encasement in filter fabric, lay filter fabric in trench and overlap trench sides before installing drainage fill.

C. Piping Installation: Install piping beginning at low point of system, true to grades and alignment indicated, with unbroken continuity of invert. Excavate recesses for bottoms of bell ends of pipe. Lay pipe with bells facing upslope and with spigot end centered fully into adjacent bell. Bed piping with full pipe bearing in drainage fill material. Lay perforated pipe with perforations down. Install gaskets, seals, sleeves, and couplings in accordance with manufacturers written instructions. Use increasers, reducers, and couplings made for different sizes of materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.

D. Initial Subdrain Backfill: After installing drainage piping, add drainage fill up to top of pipe to perform tests.

E. Testing Subdrain: After installing drainage fill to top of pipe, test drain piping with water to ensure free flow before backfilling with drainage fill. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.

F. Subsequent Subdrain Backfill: After satisfactory testing, cover piping with drainage fill to width and height indicated. Place drainage fill in layers not exceeding 3 inches in loose depth; compact each layer placed. If filter fabric is required complete the filter fabric encasement by bringing fabric to top and closing the encasement.

G. Fill to Grade: If required, place native fill material over compacted drainage fill to thickness indicated. Place material in loose-depth layers not exceeding 6 inches. Thoroughly compact each layer. Fill to finish elevations.

3.4 CLEANOUT INSTALLATION

A. Cleanout piping to be the same size as the subdrain piping to which it is attached.

B. Install cleanouts from subdrainage piping to grade. Locate cleanouts at beginning of piping run, at changes in direction, and other locations indicated.

C. Do not allow cleanout box to bear on cleanout riser.

3.5 CLEANING

A. Clean interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

END OF SECTION

SECTION 02630

STORM DRAINAGE SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Site storm drainage facilities including non-perforated gravity piping, trench drains, storm drainage structures, and piping, fittings, valves, and structures associated with the storm drain pump station.

1.2 ABREVIATIONS

A. AASHTO: American Association of State Highway and Transportation Officials.

B. ASTM: American Society for Testing Materials.

C. AWWA: American Water Works Association.

D. DIP: Ductile iron pipe.

E. PE: Polyethylene.

F. PSI: Pounds per square inch.

1.3 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures".

B. Submit material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

C. The following material shall be submitted:
   1. Pipe and Drainage inlets
   2. All pertinent items and materials as listed under Part 2 Products

PART 2 PRODUCTS

2.1 NON-PERFORATED GRAVITY DRAINAGE PIPE

A. High Density PE Pipe and Fittings: 4-inch through 10-inch, AASHTO M 252, Type S, smooth interior and corrugated exterior. Bell and spigot joints.
   1. Bell and Spigot Joint Gasket: Elastomeric seal, ASTM F 477.
   2. Couplings: AASHTO M 252, corrugated band type. Engage a minimum of 4 corrugations, 2 on each side of pipe joint.

B. Reinforced Concrete Pipe (RCP) and Fittings: 12-inch through 48-inch, ASTM C76, Class III, Wall B for rubber gasket joints.
   1. Bell and Spigot Joint Gasket: Rubber ASTM C443.

2.2 PRESSURE FORCEMAIN

A. Pressure forcemain piping shall be ductile iron pipe (DIP) and shall conform the following requirements:
   1. Type: AWWA C 150 and AWWA C 151, minimum Class 350 pressure class. Flanged pipe shall be minimum Class 53.
   2. Manufacturers: One of the following or equal:
      a. U.S. Pipe and Foundry Co.
      b. Pacific States.

B. Fittings:
   1. Ductile Iron, same as piping.
   2. Joint Type: Same as the piping.
   3. Flanged Fittings: Ductile iron conforming with AWWA C 110/ANSI A 21.10 or AWWA C 153/ANSI A 21.53.
   4. Push-on Joint Fittings: Ductile iron conforming with AWWA C 110/ANSI A 21.10.
      a. Restrained where indicated in the Drawings.
   5. Groove Joint Fittings: In accordance with AWWA C 606, rigid radius-cut groove.
      a. Dimensions and Wall Thickness: In accordance with AWWA C 110/ ANSI A21.10 or AWWA C 153/ANSI A 21.53.

C. Joints: Unless otherwise indicated on the Drawings, piping and fittings shall have the following joint type:
      a. Exposed Piping: Flanged
      b. Buried Piping: Push-on joint

   1. Flanged joints:
      a. Flanges: Comply with the diameter, thickness, drilling, and other characteristics in accordance with ANSI B 16.1, 150 lb class. Ductile Iron.
      b. Bolt Holes on Flanges: 2-holed and aligned at both ends of pipe.
      d. Bolts: ASTM A307, chamfered or rounded ends projecting 1/4-inch to 1/2 inch beyond outer face of nut, unless otherwise specified.
      c. Nuts: ASTM A307, hexagonal, ANSI B18.2, heavy semi-finished pattern, unless otherwise specified.
      d. Flanged bolts and nuts shall be type 316 stainless steel for the following conditions:
         1) Submerged or potentially submerged in water.
         2) Buried, underground, or in below grade vaults/boxes.

3) Cut and finish bolts to project a maximum of 1/4 inch beyond nut when joints are assembled.

e. Gaskets: full-faced, 1/8-inch thick compressed sheets of neoprene elastomer, compressed and reinforced with non-asbestos fiber, or Teflon with non-asbestos filler; suitable for temperatures to 160 degrees F, a pH of one to eleven, and pressures to 150 psig.

2. Push-on joints:
   a. Push-on or rubber gasket joints shall conform to AWW C111/A21/11.
3. Restrained push-on joints:
   a. Provide restrained joints where indicated in the drawings. Manufacturers: or equal:
      1) U.S. Pipe, TR Flex
      2) Pacific States, Thrust Lock
   b. All welding shall be performed at the factory, no field welding will be allowed.
4. Grooved Joints: Per AWWA C 606, as complemented and modified below, radius cut or roll-grooved types, with following components:
   a. Couplings: Victaulic Style 77 or equal. Rigid type, cast from ductile iron in accordance with ASTM A 536, Grade 65 45 12 or malleable iron in accordance with ASTM A 47, Grade 32510.
   b. Bolts and nuts shall be type 316 stainless steel.
   c. Gaskets: EPDM, for liquid service, capable of being applied on surface of piping with cavities to provide for an improved seal with the internal piping pressure.
   d. Flanged Unit Connections: Flanged to grooved joint adapters or a long enough spool with 1 end flanged and the other grooved to prevent interference with the operation of adjacent valves, pumps, or other items.
5. Ductile Iron Pipe Linings and Coatings:
   a. Cement-mortar Lining: AWWA C 104/ANSI A 21.4, apply on clean bare metal surfaces; extended to faces of flanges, ends of spigots, and shoulders of hubs.
   b. Coatings:
      1) Buried Ductile Piping/Fittings: Asphaltic Base Coating: Apply over cement mortar linings and to outside surface of pipes which will not receive another coating. Apply in accordance with AWWA C 151/ANSI A 21.51. Buried piping shall be wrapped in polyethylene encasement as specified herein.
      2) Exposed Ductile Iron Piping/Fittings: Provide shop priming compatible with field coating specified in the "Pump Station Protective Coatings" section herein. Surface preparation for primer, intermediate and finish coats shall be as specified herein.
   c. Shop-coat flange faces with rust-preventive compound.

2.3 POLYETHYLENE ENCASEMENT

A. Encase all buried ductile iron pipe and fittings in two layers of loose polyethylene wrap in strict accordance with ANSI/AWWA Standard C105/A21.5-99.

B. Polyethylene film in tube form complying with AWWA C105 (ANSI A21.5), Type I, Class B, Grade E-1, minimum thickness of 8 mils. The tensile strength shall be 1200 psi minimum. The elongation shall be 300 percent minimum.

C. Minimum polywrap flat tube size shall be as listed in Table 1 of AWWA C105. The color shall be blue to identify potable water.

D. Polywrap shall be manufactured by, or approved equal:
1. T. Christy Enterprises.

E. General purpose adhesive tape to connect plastic film shall be two inches wide by 10 mils thick. Adhesive tape shall be manufactured by, or equal:
1. Scotchwrap No. 50
2. Polyken No. 900
3. Tapecoat CT
4. Plymouth Slipnot 100
5. Manville No. V-10 Trantex

2.4 PUMP STATION PROTECTIVE COATINGS

A. All exposed ferrous surfaces, including valves and ductile iron piping, shall be coated with an amine cured epoxy coating system, unless otherwise noted.

1. Amine cured epoxy shall be a high build, amine cured, straight epoxy resin suitable for long-term immersion service. Tnemec V69, Carboguard 890, Devoe Bar-Rust 233H, or approved equal.
2. Surface preparation shall be a white metal blast cleaning in conformance with the Steel Structures Painting Council (SSPC-SP5).
3. System minimum dry film thickness shall be 16 mils.

2.5 SLEEVE TYPE COUPLINGS:

A. Sleeve-type couplings shall be in accordance with AWWA C219 Standards, without a stop, and shall be of sizes to fit the pipe and fittings shown in the Drawings. Sleeve shall be carbon steel per ASTM A53C, minimum of ¼ inch in thickness, and shall be a minimum of 7 inches long. Gaskets shall meet or exceed ASTM D2000, AA709Z, meeting suffix B13 Grade 3. All bolts, nuts, and washers shall be stainless steel.

B. Sleeve type couplings shall be lined and coated with fusion bonded epoxy, min dry film thickness of 12 mils.

C. Sleeve type couplings shall be manufactured by Dresser, Style 38 or 138, Smith-Blair, Style 411, or approved equal.

D. Pipe Preparation: The ends of the piping shall be prepared per the sleeve type coupling manufacturer's recommendations.

2.6 RUBBER CHECK VALVES

A. Rubber or "Duckbill" check valves shall be a rubber and flow operated check type with a slip-on end connection suitable for attachment to the appropriate pipe. The valve shall be furnished with Type 316 stainless steel band clamps. The port area shall contour down to a duckbill that shall allow passage of flow in one direction while preventing reverse flow. The valve shall be one piece rubber construction with nylon reinforcement. The flexible duckbill sleeve shall be neoprene. Company name, plant location, valve size, and serial number shall be bonded to the check valve.

B. Rubber check valves shall be manufactured by Red Valve Company, Inc or approved equal.

2.7 CHECK VALVES

A. Check valves shall be swing check valves and shall be of the lever and weight type, designed for a water-working pressure of 150 psi, All check valves shall be designed for operation in either horizontal or vertical flow up position.

B. The valve body and cover shall be ASTM A126, Class B, cast-iron, flanged end.

C. The valve seat shall be stainless steel (ASTM A276) and locked in place with stainless steel screws and be field replaceable without the use of special tools. The disc and seats shall be field replaceable without disconnecting either inlet or outlet flanges.

D. The valve disc shall be ductile iron, ASTM A536 or cast-iron, ASTM A126, Class B utilizing a double clevis and connected to a ductile iron disc arm.

E. Disc arm shall be ductile iron, ASTM A536. The disc seat shall be resilient Buna-N and shall be easily replaceable in the field without the use of special tools. Disc seat shall provide for water tight shut-off. Hinge pins shall be stainless steel.

F. The lever and weight shall be so constructed and so positioned that it can operate without interference by any piping, supports, or equipment. The Contractor shall coordinate this with the check valve manufacturer prior to ordering materials. The pivot shaft shall be continuous stainless steel, and fully extended from the body.

G. Factory lining: Ferrous surfaces inside check valves shall be factory coated with an amine cured, rust inhibitive epoxy. Coating shall have a minimum dry film thickness of 16 mils. Factory lining shall be Tnemec V69, Carboline Carboguard 890, Devoe Bar-Rust 231, or approved equal.

H. Factory Coating: Exterior of check valves shall factory coated with an amine cured, rust inhibitive epoxy with a minimum dry film thickness of 6 mils. Coating shall be suitable as a primer and accept top coats. Factory coating shall be Tnemec V69, Carboline Carboguard 890, Devoe Bar-Rust 231, or approved equal. Contractor shall field coat valves as specified herein. The Contractor shall coordinate with valve and coating manufacturer's and verify compatibility of materials.

I. Check valve shall be manufactured by CCNE/Milliken, Golden Anderson Industries - Fig. 220-DS, or approved equal.

2.8 PUMP STATION PRECAST CONCRETE STRUCTURES:

A. Precast Valve Vault:

1. Vault shall be a reinforced concrete box with interior dimensions and depth as shown on the Drawings. The minimum wall thickness shall be 6 inches.
2. Design loads shall consist of dead load, live load, impact load, and loads due to water table and any other loads which may be imposed upon the structure. Live loads shall be for H20 per AASHTO standard specifications. Design wheel load shall be 16 kips. The live load shall be that which produces the maximum shears and bending moments in the structure.
3. Reinforcing steel shall conform to ASTM A615, Grade 60. Installation of reinforcing steel shall conform to ACI 318. Welding of reinforcing steel is prohibited.
4. Hatches on precast vaults shall be as specified in Section 15180 Submersible Pump and Hatches. Hatches shall be cast into vaults at the precast plant. The size and position of hatches shall be as shown on the Drawings.
5. Floor drains in precast vaults shall be installed at the precast plant. The position of floor drawings shall be as shown on the Drawings.
6. Vault floor shall be cast to slope at a minimum of 1% to the vault floor drain.
7. Pipe penetrations into precast concrete shall be formed or core drilled, not jack hammered in field. Pipe penetrations 4 inches in diameter or larger shall be formed at the precast plant.
8. Precast concrete vaults shall be manufactured by Central Precast, Oldcastle Precast, Jensen Precast, or approved equal.

A. Precast Wet wells:

1. Precast wet wells shall be constructed of precast concrete, conforming to ASTM C478. It shall be constructed of 5,000 psi reinforced concrete (min) at 28 days using Type II Portland Cement, as specified in ASTM C150. Reinforcement shall be welded wire fabric conforming to ASTM A185 or A497, and Grade 60 steel reinforcing bars conforming to ASTMA615.
2. Joints between sections shall have a preformed flexible plastic sealing gasket installed between the tongue and groove of the joint, creating a watertight joint. After the shaft is in place, the joint shall be trimmed

smooth. Joints shall be manufactured by Ram-Nek, Quickseal, or Approved Equal.

3. Wet well shall be of the size, shape and depth as indicated on the Drawings. Precast rings shall have a minimum wall thickness of 1/12 of the inner diameter of the ring. All precast components shall be H-20 load rated.
4. Hatch cover be as specified in Section 15180 Submersible pump and Hatches. Hatch cover shall be installed in the precast top at the precast manufacturer's plant.

2.9 CATCH BASINS, DROP INLETS, JUNCTION STRUCTURES, MANHOLES, AREA DRAINS, ETC.

A. General: Size, shape, configuration, depth, etc. of structure and frame, grate, or cover shall be as indicated in the details.

2.10 NON-CONDUCTIVE TRAFFIC RATED TRENCH DRAIN

A. General: Trench drain within substation shall be non-conductive and traffic rated. It shall be manufactured by ABT, Inc., Model TFX 6, or approved equal.

B. Trench drain within the substation shall consist of the following components:
1. Forms : Pre-manufactured trench forms using non-CFC EPS foam. Forms to be 8" (203mm) wide pre-sloped or non-sloped form segments. Each segment to have a full length deforming groove. Non-sloping sections must have written approval by engineer prior to installation. Forms to have radius bottom and 10.125" (257mm) grate seat width. Forms to be within .0625" (1.58mm) tolerances. Invert slope is as noted on plans. Non-petroleum based form release is to be used for smooth interior walls and easy form removal.
2. Grating: HLC heavy duty grating material shall be vinyl ester chemical resistant FRP. Grates shall have bars spaced at 1" on centers. Grating shall meet a minimum 494 psi proof load per AASHTO M-306 test modified by utilizing a 9" x 3" load plate. Grates shall seat into rails without rocking.
3. Frames /Rails: Fiberglass reinforced plastic embedment "Y" angle with dimensions of 1.75" x 1.75" x .188" (44.45mm x 44.45mm x 4.76mm) steel angle rails conforming to ASTM A36. Frame anchoring shall be by full length concrete anchor rib. Grate rails to provide a minimum of 1.187 square inches concrete bearing area per inch of trench length on each side.

2.11 PRECAST TRENCH DRAIN WITH SLOTTED GALVANIZED STEEL GRATES

A. General: Trench drain in landscape areas outside of substation shall be precast with slotted galvanized steel grates. It shall be manufactured by ABT, Inc., Model PD 2420/2421, or approved equal.

B. Trench drain in the landscape areas shall consist of the following components:

1. Precast Trench Drain - The precast trench shall be manufactured using polyester polymer concrete with the following material properties when tested:

Property ASTM	Test Method	Value
Compressive Strength	ASTM C579	17,000 psi Min.
Bending Strength	ASTM C580	4,000 psi Min.
Tensile Strength	ASTM C307	2,000 psi Min.
Moisture Absorption	ASTM C140	0.2% Max.
Chemical Resistance	ASTM C267	Pass
Freeze/Thaw w/o weight loss	ASTM C666	1,600 Number of Cycles Min.
Resistance to Fungi	ASTM G21	Zero (0) Rating Mold Growth
UL/ULC Listed- Flame Spread	UL-723	Class A

The trench consisting of 39.19" (1 meter) or 19.56" (1/2 meter) channels with nominal 6" (155mm) outside width, 4 " (100mm) inside width. Pre-sloped channels shall have a standard slope of 0.6% with radius bottom. Non-sloping channels must have written approval by engineer prior to installation. Channels shall have tongue and groove joints. Grate lock down slots shall have polyethylene vibration dampening inserts. All channels must have full length anchoring ribs for a positive mechanical lock with the surrounding concrete.

2. Sidewall Extensions – Sidewall extensions for channels may be used for hydraulic performance or to maintain the standard slope of 0.6% in greater trench run lengths. Sidewall extensions shall be composed of similar material and thickness as the channels and shall have tongue and groove joints.

3. Grating - PolyDrain part number 2420/2421. Grates are 39.19" (1 meter) and 19.6 (1/2 meter) respectively. Grates shall be a minimum of 14ga stamped galvanized steel and shall have a minimum .375" (9.52mm) opening. Grating shall meet a minimum 150 psi proof load per AASHTO M-306 test modified by utilizing a 9" x 3" load plate. Grates shall seat into channels without rocking and shall be locked to the channel using a zinc plated steel 5/16 – 18 UNC bolt and zinc plated steel toggle bar system with a bolt torque of 10in/lb. Grates shall be made in U.S.A., and shall conform to the FHWA's "Buy America" policy 23 CFR 635.410(b) and Federal Acquisitions Regulations (FAR) 52.225 "Buy American Act".

PART 3 EXECUTION

3.1 GRAVITY PIPE INSTALLATION

A. Trenching and Backfill shall be in accordance with Section 02310.

B. Gravity Piping Installation: Install gravity piping beginning at low point of system, true to grades and alignment indicated, with unbroken continuity of invert. Excavate recesses for bottoms of bell ends of pipe. Lay pipe with bells facing upslope and with spigot end centered fully into adjacent bell. Bed piping with full pipe bearing in bedding material.

3.2 PRESSURE FORCEMAIN INSTALLATION

A. Trenching and Backfill shall be in accordance with Section 02310.

B. Cutting pipe:
1. Cut pipe neatly without damage to pipe or cement lining.
2. Cut smooth, straight, and at right angles to pipe axis.
3. Dress and bevel end of cut pipe to remove roughness and sharp corners.
4. Cut cast iron with mechanical pipe cutters.
5. Cut ductile iron pipe with saw or abrasive wheel.

B. Cleaning:
1. Thoroughly clean pipe and fittings of foreign matter before installation.
2. Keep pipe and fittings clean until final acceptance.
3. Joint contact surfaces:
   a. Wire brush, if necessary.
   b. Wipe clean.
   c. Keep clean until jointing is complete.

C. Piping underground:
1. Install in accordance with AWWA C600, except as specified herein.
2. Protect from lateral displacement while placing backfill.
3. Embedment and backfill per Earthwork Section.

D. Jointing:
1. Follow manufacturer's instructions.
   a. Do not over-tighten bolts to compensate for poor installation.
   b. Carefully align holes in mechanical joints with tie rods to permit installation of the harness bolts.
   c. Install flanges so the flange holes straddle the top centerline for horizontal piping or the side centerline for vertical piping.
2. Flanged joints:
   a. Take care when bolting flanges to ensure that there is no restraint on the opposite end of the pipe which would prevent gasket compression or cause unnecessary stress in flanges.
   b. Leave one (1) flange free to move in any direction while tightening flange bolts.

c. Tighten bolts gradually at a uniform rate to compress gaskets uniformly.
d. Take special care in connecting to pumping equipment to ensure no stresses are transmitted to pump flanges by connecting piping.
   1) Permanently support piping for accurate matching of bolt holes and uniform contact over the entire face of abutting pump and pipe flanges are obtained before bolting those flanges.
   2) Allow pump connection piping to move parallel to its longitudinal centerline while bolts are tightened.
   3) Level, align, and wedge pipes into position to fit connecting piping; but, do not install grout until after initial pipe fitting and alignment to allow shifting the pump on its foundation.

5. Grooved Joints:
   a. Install piping with grooved joints where specified or indicated on the Drawings.
   b. Assemble grooved joints in accordance with manufacturer's published instructions.
   c. Support grooved-end pipe in accordance with manufacturer's published instructions. Install at least 1 support between consecutive couplings.
   e. Make connections to flanged valves, pumps and piping appurtenances by either:
      1) Flanged-to-grooved joint adapters.
      2) Flanged-by-grooved end pipe spool of sufficient length to prevent interference with the operation of adjacent valves, pumps or other items.
      3) Integrally cast flanged-by-grooved end pipefittings.

3.3 PRESSURE FORCEMAIN TESTING

A. General.
   1. Test Pressure: 50 PSI
   2. Conduct pressure and leakage tests on all newly installed pipelines. Furnish all necessary equipment, instrumentation, and material including temporary plugs and blind flanges and make all taps in the pipe, as required.
   3. Where any section of pipe is provided with concrete thrust blocking, do not make the pressure test until at least 5 days have elapsed after the thrust blocking is installed. If high-early cement is used for thrust blocking, the time may be reduced to 3 days.
   4. Conduct the tests on piping after the piping has been completely installed, including all supports, hangers, and anchors.
   5. Hydrostatic testing. Expel all air from the piping system prior to testing and apply and maintain the test pressure hereinafter specified by means of a hydraulic force pump. Valve off the piping system when the test pressure is reached and conduct the pressure test for 2 hours, reopening the isolation valve only as necessary to restore the test pressure. The pump suction shall be in a barrel or similar device, or metered so that the amount of water required to maintain the test pressure may be measured accurately.
   6. Repairs of defects that are discovered as a result of inspection or tests shall be made with new materials. Caulking of screwed joints, cracks, or holes will not be accepted. Tests shall be repeated after defects have been eliminated at no additional cost to the Owner.

7. The Piping Schedule lists the pressures at which all lines shall be tested.

B. Exposed Pipe. Leakage shall be zero at the test pressure hereinafter specified throughout the duration for exposed piping. Conduct testing and maintain the testing pressure for two hours continuously.

C. Buried Pipe.
1. Pipelines shall be tested and visually examined for leaks. Leakage shall be zero at the specified test pressure. See individual pipe specifications for more information. All details of the testing procedure shall be subject to the review of the Engineer.
2. Plug all connections with gasketed caps or plugs securely fastened or backed to withstand the internal test pressure. Such plugs or caps shall be removable, and their removal shall provide a bell suitable for making a flexible jointed lateral connection or extension.
3. Pressure tests shall be made by filling the system for two hours continuously.
4. For hydrostatic tests, the pipe test section may be filled 24 hours prior to the time of testing, if desired, to permit normal absorption into the pipe walls to take place.

3.4 NON-CONDUCTIVE TRAFFIC RATED TRENCH DRAIN INSTALLATION

A. Trench drain installation shall be in accordance with the Drawings and per manufacturer's instructions.

B. Post Construction Inspection – Contractor shall fully remove all formwork to allow for full inspection. Contractor shall repair any voids and or concrete consolidation issues below the frame, trench walls and invert.

3.5 CLEANOUT INSTALLATION

A. Cleanout piping to be the same size as the piping to which it is attached.

B. Install cleanouts from piping to grade. Locate cleanouts at beginning of piping rum, at changes in direction, and other locations indicated.

C. Do not allow cleanout box to bear on cleanout riser.

3.6 CLEANING

A. Clean interior of installed piping structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

END OF SECTION

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SECTION 02640

BIORETENTION BASIN

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Bioretention Soil Mixture

B. Permeable material for bioretention basin

C. Sand for bioretention basin

D. Subdrain Pipe for bioretention basin

1.2 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures."

B. Submit material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

C. The following material shall be submitted:

1. Bioretention soil mixture (fine sand and compost)

   a. A sample of mixed bioretention soil.

   b. Certification from the soil supplier or an accredited laboratory that the Bioretention Soil meets the requirements of this specification.

   c. Grain size analysis results of the fine sand component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.

   d. Quality analysis results for compost performed in accordance with Seal of Testing Assurance (STA) standards, as specified in Section 1.4.

   e. Organic content test results of mixed Bioretention Soil. Organic content test shall be performed in accordance with Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On-Ignition Organic Matter Method."

   f. Grain size analysis results of compost component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.

   g. A description of the equipment and methods used to mix the sand and compost to produce Bioretention Soil.

h. Provide the following information about the testing laboratory(ies)

1. Name of laboratory(ies)
2. Contact person(s)
3. Address(es)
4. Phone contact(s)
5. Email address(es)
6. Qualifications of laboratory(ies), and personnel including date of current certification by STA, ASTM, or approved equal

2. Permeable material

a. Grain size analysis results

3. Sand

a. Grain size analysis results

4. Subdrain pipe

a. Catalog cut and manufacturer's certification

PART 2 – PRODUCTS

2.1 BIORETENTION SOIL MIXTURE

A. Bioretention soils should meet the following criteria:

1. General Requirements
Bioretention soil shall achieve a long-term, in-place infiltration rate of at least five (5) inches per hour. Bioretention soil shall also support vigorous plant growth.

Bioretention Soils shall be a mixture of fine sand, and compost, measured on a volume basis:

60%-70% Sand
30%-40% Compost

B. Sand for Bioretention Soil

1. General

Sand shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.

2. Sand Texture for Bioretention Soil

Sand for Bioretention Soils shall be analyzed by an accredited lab using #200, #100, #40, #30, #16, #8m #4, and 3/8 inch sieves (ASTM D 422), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	Min	*Max*
3/8 inch	100	100
No. 4	90	100
No. 8	70	100
No. 16	40	95
No. 30	15	70
No. 40	5	55
No. 100	0	15
No. 200	0	5

Note: all sands complying with ASTM C33 for fine aggregate comply with the above gradation requirements.

C. Composted Material

Compost shall be a well decomposed, stable, weed-free organic matter source **derived from waste materials including yard debris, wood wastes or other organic materials not including manure or biosolids** meeting the standards developed by the US Composting Council (USCC). The product shall be certified through the USCC Seal of Testing Assurance (STA) Program (a compost testing and information disclosure program).

1. Compost Quality Analysis

Before delivery of the soil, the supplier shall submit a copy of lab analysis performed by a laboratory that is enrolled in the U.S. Composting Council's Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Evaluation of Composting and Compost (TMECC). The lab report shall verify:

a. Feedstock Materials shall be specified and include one or more of the following: landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues.

b. Organic Matter Content: 35% - 75% by dry wt.

c. Carbon and Nitrogen Ratio: C:N < 25:1 **and C:N >15:1**

d. Maturity/Stability: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid small containing recognizable grass or leaves, or is hot (120°F) upon delivery or rewetting is not acceptable. In addition, any one of the following is required to indicate stability.

1. Oxygen Test < 1.3 O2 / unit TS / hr
2. Specific oxy. Test < 1.5 O2 / unity BVS /
3. Respiration test < 8 C / unity VS / day
4. Dewar test < 20 Temp. rise (°C)
5. Solvita® > 5 Index value

e. Toxicity: any one of the following measures is sufficient to indicate non-toxicity.

1. NH4- : NO3-N < 3
2. Ammonium < 500 ppm, dry basis
3. Seed Germination > 80% of control
4. Plant Trials > 80% of control
5. Solvita® > 5 Index value

f. Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, Mg, S. and B.

1. Total Nitrogen content 0.9% or above preferred.
2. Boron: Total shall be <80 ppm; Soluble shall be <2.5 ppm

g. Salinity: Must be reported; <6.0 mmhos/cm

h. pH shall be between 6.5 and 8.. May vary with plant species.

2. Compost Texture for Bioretention Soil

Compost for Bioretention Soils shall be analyzed by an accredited lab using #200, ¼ inch, ½ inch, and 1 inch sieves (ASTM D 422) , and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	Min	*Max*
1 inch	99	100
½ inch	90	100
¼ inch	40	90
No. 200	2	10

a. Bulk density: shall be between 500 and 1100 dry lbs/cubic yard

b. Moisture content shall be between 30% - 55% of dry solids.

c. Inerts: compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.

d. Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least five (5) turnings during that period.

e. Select Pathogens: Salmonella <3 MPN/4 grams of TS, or Coliform Bacteria <10000 MPN/gram.

f. Trace Contaminants Metals (Lead, Mercury, etc.) Product must meet US EPA, 40 CFR 503 regulations.

g. Compost Testing: The compost supplier will test all compost products within 120 calendar days prior to application. Samples will be taken usingthe STA sample collection protocol. (The sample collection protocol can be obtained from the U.S. Composting Council, 4259 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741; Phone: 631-737-4931; www.compostingcouncil.org). The sample shall be sent to an independent STA Program approved lab. The compost supplier will pay for the test.

2.2 PERMEABLE MATERIAL

A. Permeable material shall conform to Specification Section 02620-2.4, "Drainage Fill Material."

2.2 SAND

A. Sand shall conform to Specification Section 02310-2.1B.

2.3 SUBDRAIN PIPE

A. Subdrain pipe shall conform to Specification Section 02620-2.1, "Solid Wall Perforated Pipe."

PART 3 – EXECUTION

3.1 CONSTRUCTION

A. Bioretention basins shall not be constructed until all drainage areas are stabilized as shown on the Contract Plans and to the satisfaction of the Engineer. Bioretention basins shall not be used as sediment control facilities. No heavy equipment shall operate within the perimeter of a bioretention basin during excavation, subdrain placement, backfilling, planning, or mulching of the basin.

3.2 EXCAVATION

A. The bioretention basin shall be excavated to the dimensions, side slopes, and elevations shown on the Contract Plans. The method of excavation shall minimize the compaction of the bottom of the bioretention basin. Excavators and backhoes operating on the ground adjacent to the bioretention basin shall be used to excavate the basin if possible. Low ground-contact pressure equipment may also be used for excavation. No heavy equipment shall be allowed on the bottom of the bioretention basin.

B. Excavated materials hall be removed from the bioretention basin site. Excavated materials shall be used or disposed of in conformance with Section 02300.

C. Prior to placing the subdrain and the bioretention soil, the bottom of the excavation shall be roto-tilled to a minimum depth of six (6) inches to alleviate any compaction of the basin bottom. Any substitute method for roto-tilling must be approved by the Engineer prior to use. Any ponded water shall be removed from the bottom of the basin and the soil shall be friable before roto-tilling.

3.3 SUBDRAIN

A. The subdrain pipe shall be placed on a six (6) inch thick bed of permeable material. The subdrain pipe shall be covered with six (6) inches of permeable material and topped with an additional six (6) inches layer of permeable material. All aggregate shall be placed according to dimensions shown on the Contract plans.

3.4 PLACEMENT AND COMPACTION OF THE BIORETENTION SOIL MIXTURE

A. The Bioretention Soil Mixture shall be placed and graded using low ground-contact pressure equipment or by excavators and/or backhoes operating on the ground adjacent to the bioretention basin. No heavy equipment shall be used within the perimeter of the bioretention basin before, during, or after the placement of the soil mixture. The soil mixture shall be placed in horizontal layers not to exceed 12 inches for the entire area of the bioretention basin. The soil mixture shall be compacted by saturating the entire area of the bioretention basin after each lift of soil mixture is placed until water flows from the subdrain. Water for saturation shall be applied by spraying or sprinkling. Saturation of each lift shall be performed in the presence of the Engineer. An appropriate sediment control device shall be used to treat any sediment-laden water discharged from the subdrain. If the soil mixture becomes contaminated during the construction of the basin, the contaminated material shall be removed and replaced with uncontaminated material at no additional cost to the City. Final grading of the soil mixture shall be performed after a 24-hour settling period. Final elevations shall be within two (2) inches of elevations shown on the Contract Plans.

END OF SECTION

SECTION 02785

SIGNAGE, STRIPING AND MARKINGS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Materials and application for traffic stripes and pavement markings.

B. Traffic control signs and street name signs.

1.2 RELATED SECTIONS

A. Section 02513, Asphalt Concrete Pavement.

1.3 RELATED DOCUMENTS

A. The State of California Traffic Manual, edition in effect at time of date on plans.

B. The regulations, standards, and tests of the State of California Department of Transportation Materials and Research Division, edition in effect at time of date on plans.

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following material shall be submitted:

1. Striping and Marking Material

B. Submit material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

PART 2 - PRODUCTS

2.1 SIGNING

A. Sign panels shall be constructed of galvanized steel.

B. Posts for ground-mounted signs shall be metal posts fabricated from structural steel conforming to the requirements in ASTM Designation: A 36/A 36M.

C. Back braces for signs shall be commercial quality, mild steel, hot-dip galvanized after fabrication.

D. Lag screws, bolts, metal washers and nuts shall be commercial quality steel, hot-dip galvanized after fabrication. Fiber washers shall be of commercial quality.

2.2 STRIPING AND PAVEMENT MARKINGS

A. The kind of paint to be used (waterborne or acetone-based) shall be determined by the Contractor based on the time of year the paint is applied and local air pollution control regulations.

B. Paint for stripes shall conform to the following State Specifications:

Paint Type	Color	State Specification No.
Waterborne Traffic Line	White	PTWB-01
Acetone-Based	White	PT-150VOC(A)

C. Glass beads shall conform to State Specifications No. 8010-004 (Type II).

D. Copies of State specifications for paint and glass beads may be obtained from the Transportation Laboratory at 916-227-7000, or P.O. Box 19128, Sacramento, CA 945819.

E. Vendor's contact numbers for approved paints and glass beads are listed below.

1. **Approved Two-Component Traffic Striping Paints:**

The two-component traffic striping paint products below are grouped into 4 classifications based on their resin type and typical no-track times at 25°C.

SLOW CURING EPOXY TRAFFIC PAINT (no-track times ~45 to ~75 minutes)
Stonhard, Epoplex LS-60 (White, L/F Yellow and Black), Ph (800) 822-6920.
Innovative Performance Systems, HPS-2 (White, L/F Yellow and Black), Ph. (800) 448-3482.
Poly-Carb, Mark 55.6 (White and L/F Yellow), Ph. (800) 225-5649.

FAST CURING EPOXY TRAFFIC PAINT, (no-track times ~15 to ~20 minutes)
Stonhard, Epoplex LS-50 (White, L/F Yellow and Black), Ph. (800) 822-6920.
Innovative Performance Systems, HPS-3 (White, L/F Yellow and Black), Ph. (800) 488-3482.
Shermin Williams, Hotline; TM8212, TM8215 & TM8210 (White, L/F Yellow and Black), Ph. (800)368-2026.
Poly-Carb, Mark 55.3 (White and L/F Yellow), Ph. (800) 225-5649.

FAST CURING POLYURETHANE TRAFFIC PAINT (no track < 12 minutes)
Innovative Performance Systems, HPS-4 (White, L/F Yellow and Black), Ph. (800) 448-3482.

VERY FAST CURING POLYUREA TRAFFIC PAINT (no-track times < 10 minutes)
Innovative Performance Systems, HPS-5 (White, L/F Yellow and Black), Ph. (800) 448-3482.
Stonhard, Epoplex LS-90 (White, L/F Yellow and Black), Ph. (800) 822-6920.
3M, Series 1000 Liquid Pavement Marking Systems (White and L/F Yellow), Ph. (800) 533-1380.
3M, Series 1200 Liquid Pavement Marking Systems (White and L/F Yellow), Ph. (800) 533-1380.

2. **Approved Large Gradation Retroreflective Glass Beads:**

Potters, Inc. "Visibead-Plus" beads, Ph. (888) 821-2968.
Swarco "Megalux" beads, Ph. (877)634-2589.
3M, Microcrystalline Ceramic Elements (beads) white and yellow, Ph. (800)533-1380.

F. Thinning of paint will not be allowed.

G. Large gradation glass beads shall be added to the paint.

PART 3 - EXECUTION

3.1 STRIPING AND MARKING LOCATIONS AND CONTROL

A. Striping and marking shall be done at locations shown on the plans. Advance spotting and recording of angle points, end points, and other control points, plus color and line detail type, shall be performed by the Contractor. Any uncertainties shall be discussed with Engineer prior to application.

3.2 STRIPING PREPARATION AND APPLICATION

A. Allow new pavement surfaces to cure for at least 2 days before striping. Clean pavement surfaces immediately prior to painting by power vacuuming. Power brooming, or power blowing using compressed air will not be permitted. Thoroughly clean pavement surface of water, oil, grease or other objectionable matter. Do not use solvent material that will damage pavement.

B. The striping machine shall consist of rubber-tired vehicle that is maneuverable to the extent that straight lines can be followed and normal curves can be made in true arcs. It shall be capable of applying traffic paints and glass beads at the rates specified. The striping machine shall be equipped with the following: (a) a

pointer or sighting device not less than 5 feet long and extending from the front of the machine; (b) a pointer or sighting device extending from the side of the machine to gauge the distance from the centerline for painting shoulder stripes; (c) a positive acting cutoff device to prevent depositing paint in gaps of broken stripes; (d) shields or an adjustable air curtain for line control; (e) pressure operator; (f) a paint strainer in the paint supply line; (g) a paint storage tank with a glass bead dispenser located behind the paint applicator nozzle and which is controlled simultaneously with the paint applicator nozzle; and (i) calibrated rods for measuring the volumes of paint and glass beads in the paint and glass bead tanks.

C. Stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather. Painting shall not be performed when the atmosphere temperature is below 40°F when using acetone-based paint or below 50°F when using waterborne 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 the aforementioned 40°F or 50°F temperatures during the drying period.

D. All applications of paint shall be two coats. The first coat of paint shall be applied within seven (7) days of completing the final paving. The Contractor shall not apply the second coat of paint until five (5) calendar days after the first coat. All paint shall be to the satisfaction of the Engineer.

E. Paint to be applied in 2 coats shall be applied approximately as follows:

Paint Type	Square Foot Coverage Per Gallon	
	First Coat	Second Coat
Waterborne Paint	215	215
Acetone-Based Paint	360	150

F. Unless otherwise directed by the Engineer, glass beads shall be uniformly incorporated in all coats of paint concurrently with the application of the paint. Beads shall be embedded in the coat of traffic paint being applied to a depth of one-half their diameters.

G. Glass beads shall be applied at an approximate rate of 5 pounds per gallon of paint. The exact rate will be determined by the Engineer.

H. Any damage to the existing or newly painted markings due to the failure of the Contractor to protect the work shall be repaired by the Contractor at no additional cost to the County.

3.3 QUALITY AND CONTROL OF WORK

A. Tolerance - The completed stripes and markings shall have clean and well defined edges. The maximum deviation from the designated position of the stripe shall not exceed ½ inch in any 100 foot length of stripe, including gaps.

3.4 PROTECTION

A. Protect the newly installed traffic stripes and pavement markings from damage until the material has cured.

B. Replace any traffic stripes or pavement markings, misaligned or otherwise disturbed prior to opening roadway to traffic.

3.5 RESTORATION OF EXISTING IMPROVEMENTS

A. Existing signs, striping or other markings removed or damaged due to the installation of new facilities shall be replaced in kind.

B. Existing landscaping or planting removed, damaged or disturbed due to the installation of traffic control signs shall be replaced in kind.

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SECTION 03001

STRUCTURAL TESTS AND SPECIAL INSPECTIONS

PART 1 GENERAL

1.1 SUMMARY

A. This section covers requirements for Special Inspection and Testing required in accordance with Chapter 17 of the 2013 International Building Code.

1.2 REFERENCES

A. The following is a list of Standards which may be referenced in this section:

1. International Code Council (ICC):

   a. 2013 International Building Code

   b. Evaluation Service (ICC-ES) Reports and Legacy Reports.

2. American Society of Civil Engineers (ASCE): 7-10, Minimum Design Loads for Buildings and Other Structures

1.3 DEFINITIONS

A. Agencies and Personnel:

1. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved.

2. Registered Design Professional in Responsible Charge: An individual who is licensed or registered to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the state or jurisdiction in which the project is to be constructed.

3. Special Inspector: A qualified person employed by the Owner who will demonstrate competence to the satisfaction of the Building Official for inspection of a particular type of construction or operation requiring Special Inspection.

B. Special Inspection:

1. Special Inspection: Inspection required of materials, installation, fabrication, erection, or placement of components and connections requiring special expertise to ensure compliance with approved Contract Documents and referenced standards.

2. Special Inspection, Continuous: Full-time observation of work requiring Special Inspection by an approved Special Inspector who is present where the Work is being performed.

3. Special Inspection, Periodic: Part-time or intermittent observation of work requiring Special Inspection by an approved Special Inspector who is present where the Work is being performed.

C. Structural Observation:

1. Structural Observation are construction observations by the Design Professional in Responsible Charge, in accordance with ICC section 1710. Structural Observation does not include or waive responsibility for required Special Inspection, or inspections by the Building Official.

1.4 SPECIAL INSPECTIONS REQUIREMENTS

A. The owner shall employ one or more special inspectors to provide inspections during construction on the types of work listed here. The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the City, for inspection of the particular type of construction or operation requiring special inspection.

B. Report requirement: The inspector of record and special inspector shall furnish inspection reports to the SVP onsite representative, and to the registered design professional in responsible charge. Reports shall indicate that work inspected was done in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the SVP onsite representative and contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the SVP onsite representative, and to the registered design professional in responsible charge prior to the completion of that phase of work.

1.5 SUBMITTALS

A. Maintain a written record of all testes showing date, personnel making the test, equipment or material tested, and results. Reports shall be submitted to the City weekly in electronic and paper formats. Weekly rest reports must be given to the City prior to the city approving any requests for progress payments.

B. Submit signed copies of final test reports to the City for approval. Final test report must be received by the City prior to commissioning the Substation. Final test report shall be delivered in electronic and paper formats. Both electronic and paper documents shall contain a Table of contents, Summary of Testing Results, Summary of Outstanding Issues, a statement that the substation is ready to be energized and an index. The electronic document shall follow the same format and shall be searchable. The Contractor shall utilize either Adobe Acrobat or Microsoft Word for the electronic document.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

A. Provide access to shop or site for Special Inspection and Testing.

B. Notify Engineer in advance of required Special Inspections no later than 48 hours prior to scheduled time of Special Inspection.

C. Materials and systems, inclusive, shall be inspected during placement where Continuous Special Inspection is required.

D. Materials and systems shall be inspected during or at completion of their placement where Periodic Special Inspection is permitted.

1. Periodic Special Inspection shall be performed so that Work inspected after, but not during its placement can be corrected prior to other related Work proceeding and covering inspected Work.

2. Periodic Special Inspection does not allow sampling of a portion of the Work. All Work shall be inspected.

3.2 REQUIRED SPECIAL INSPECTIONS

A. Steel construction: The special inspections for steel elements of buildings and structures shall be as required by Table S1.

Table S1
REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD	CBC REFERENCE
1. Material verification of high-strength bolts, nuts and washers.				
a. Identification markings to conform to ASTM standards as specified in the approved construction documents.	--	X	Applicable ASTM material specifications: AISC 360, Section A3.3	--
2. Inspection of high-strength bolting:			AISC 360, Section M2.5 specification for structural joints using ASTM A325 or A490 bolts, 2004 Section 9	1704.3.3
a. Bearing-type connections	--	X		
b. Slip-critical connections	X			
3. Material verification of structural steel:				

a. Identification markings to conform to AWS specification in the approved construction documents	--	--	ASTM A6 or ASTM A568	1708.4
b. Manufacturers' certified mill test reports	--	--	ASTM A6 or ASTM A568	
4. Material verification of weld filler materials:				
a. Identification markings to confirm ASTM specification in the approved construction documents.	---	X	AISC 360, Section A3.5	---
b. Manufacturer's certification of compliance required.	---	X	---	---
5. Inspection welding: a. structural steel:				
1) Complete and partial penetration groove welds	X	---	AWS D1.1	1704.3.1
2) Multipass fillet welds/	X	---		
3) Single-pass fillet welds > 5/16"	X	---		
4) Single-pass fillet welds ≤ 5/16"	---	X		

B. Welding: Welding inspection shall be in compliance with AWS D1.1. The basis for welding inspector qualification shall be AWS D1.1.

1. Inspection of welding: Inspection of all shop and field-welding operations including the installation of automatic end-welded stud shear connectors shall be made by a qualified welding inspector approved by the enforcement agency. Such inspector shall be a person trained and thoroughly experienced in inspecting welding operations. The inspector's ability to distinguish between sound and unsound welding shall be reliably established. The minimum requirements for a qualified inspector shall be as those for an AWS-certified welding inspector (CWI), as defined in the provisions of the AWS QC1. All welding inspectors shall be as approved by the enforcement agency.

2. The ability of each welder to produce sound welds of all types required by the work shall be established by welder qualification satisfactory to the enforcement agency.

3. Welding inspections of structural welding shall conform to the requirements of AWS D1.1, except as modified by this section.

4. Welding inspection of cold-formed steel members shall conform to the requirements of AWS D1.3.

5. The welding inspector shall make a systematic record of all welds. This record shall include in addition to other required records:

a. Identification marks of welders.

b. List of defective welds.

c. Manner of correction of defects.

6. The welding inspector shall check the material, equipment, details of construction and procedure, as well as the welder. The inspector shall also check the ability of the welder. The inspector shall verify that the installation procedure for automatic end-welded stud shear connectors is in accordance with the requirements of AWS D1.1 and the approved plans and specifications. The inspector shall furnish the structural engineer and the enforcement agency with a verified report that the welding is proper and has been done in conformity with AWS D1.1 and the approved plans and specifications. The inspector shall use all means necessary to determine the quality if the weld. The inspector may use gamma ray, magnaflux, trepanning, sonic or any other aid to visual inspection which the inspector may deem necessary to be assured of the adequacy of the welding.

C. Details The inspector shall perform an inspection of the steel frame to verify compliance with the details shown on the approved construction documents, such as bracing, stiffening, member locations and proper application of joint details at each connection.

D. Inspection of shop fabrication: Inspection of shop fabrication shall be required for significant structural detailed connection and fabrication work as directed by the enforcement agency. This inspection shall be made by a qualified inspector approved by the enforcement agency. The inspector shall furnish the structural engineer and the enforcement agency with a report that the materials and workmanship conform to the approved plans and specifications.

E. High-strength bolts Installation of high-strength bolts shall be periodically inspected in accordance with AISC specifications.

1. General: While the work is in process, the special inspector shall determine that the requirements for bolts, nuts, washers and paint; bolted parts and installation and tightening in such standards are met. For bolts requiring pretensioning, the special inspector shall observe the preinstallation testing and calibration procedures when such procedures are required by the installation method or by project plans or specification; determine that all plies of connected materials have been drawn together and properly snugged and monitor the installation of bolts to verify that the selected procedure for installation of bolts to verify that the selected procedure for installation is properly used to tighten bolts. For joints required to be tightened only to the snug-tight condition, the special inspector need only verify that the connected materials have been drawn together and properly snugged.

2. Periodic monitoring: Monitoring of bolt installation for pretensioning is permitted to be performed on a periodic basis when using the turn-of-

nut method with matchmarking techniques, the direct tension indicator method or the alternate design fastener (twist-off-bolt) method. Joints designated as snug tight need be inspected only a periodic basis.

F. Concrete construction: The special inspection and verification for concrete construction shall be as required by this section and Table C1.

TABLE C1
REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION

Verification and Inspection	Continuous	Periodic	Referenced Standard	CBC Reference
1. Inspection of reinforcing steel, including prestressing tendons and placement.	---	x	ACI 31B: 3.5, 7.1-7.7	1913.4
2. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased.	X	---	---	1911.5
3. Verifying use of required design mix.	---	X	ACI 318: Ch.4, 5.2-5.4	1904.2.2, 1913.2, 1913.3
4. At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	X	---	ASTM C172 ASTM C31, ASTM C94 ACI 318: 5.6 5.8 ACI 336.1 (drilled piers)	1913.10
5. Verification of concrete strength, three cylinders from point of truck discharge for each 150 cy of conc placed (5 cylinders min). but at least three of each 5000 sf of wall or formed slab, additional tests if concrete properties appear to have changed.	---	X	ACI 318: 5.6, 6.2 (shore/form removed)	---
6. Inspect formwork for shape, location and dimensions of the concrete member being formed.	---	X	ACI 318: 6.1.1	---

1. Concrete preplacement Inspection: Concrete shall not be placed until the forms and reinforcement have been inspected, all preparations for the placement have been completed, and the preparations have been checked by the inspector of record and special inspector, all subject to the observation if the structural engineer.

2. Placing record: A record shall be kept on the site of the time and date of placing the concrete in each portion of the structure.

G. Masonry Construction:

1. Engineered masonry in Occupancy Category II, III, or IV. The minimum special inspection program for masonry designed by Section 2107 or 2108. or by chapters other than Chapter 6 of ACI 530/ ASCE 5/ TMS 402 in structures classified as Occupancy Category II, III, or IV, in accordance with Section 1604.5, shall comply with Table M1.

TABLE M1
SPECIAL INSPECTION

INSPECTION TASK	FREQUENCY INSPECTION		REFERENCE FOR CRITERIA		
	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED	CBC SECTION	ACI 530/ ASCE 5/ TMS 402a	ACI 530.1/ ASCE 6/ TMS 602a
1. As masonry construction begins, the following shall be verified to ensure compliance:					
a. Proportion of site-prepared mortar.	---	X	---	---	Art. 2.6A
b. Construction of mortar joints	---	X	---	---	Art. 3.3B
c. Location of reinforcement	---	X	---	---	Art.3.4, 3.6A
2. The inspection of program shall verify:					
a. Size and location of structural elements.	---	X	---	---	Art.3.3 G
b. Specified size, grade and type of reinforcement	---	X	---	Sec.1. 13	Art. 2.4, 3.4
3. Prior to grouting, the following shall be verified to ensure compliance:					
a. Grout space is clean.	---	X	---	---	Art.3.2 D
b. Placement of reinforcement.	---	X	---	Sec. 1.13	Art. 3.4
c. Proportion of site-prepared grout.	---	X	---	---	Art. 2.6B
d. Construction of mortar joints.		X	---	---	Art. 3.3B
4. Grout placement shall be verified to ensure compliance with code and	X	---	---	---	Art. 3.5

construction document provisions.					
5. Preparation of any required grout specimens, mortar specimens and/or prisms shall be observed	X	---	Sec. 2105.2. 2105.3	---	Art. 1.4
6. Test 3 prisms prior to construction and 3 prisms for each 5000 sf during construction.	---	X	Sec. 2105.2.2 , 2105.3	---	Art. 1.4
7. Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	---	X	---	---	Art. 1.5

H. Non-shrink/ expansive grout

1. The special inspector shall take test specimens and continuously inspect the placement of non-shrink/ expansive grout.

END OF SECTION

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.

B. Section 05560, Metal Fabrications

1. Supply of metal fabrications 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, 2013 California Building Code (CBC)

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 2013 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.

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.

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 permitted, subject to review by the project geotechnical and structural engineers.

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 ¾" chamfer strips on external corners of all exposed concrete.

3.4 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

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 firmly 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 fit 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.

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 to be exposed 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 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

A. Section 03100, Cast-in-Place Concrete Formwork

B. Section 03300, Cast-in-Place Concrete

1.3 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, 2010 California Building Code (CBC), Chapter 19

1.4 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, spacings, 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.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 318 and 2013 CBC, Chapter 19.

B. Submit certified copies of mill test report of reinforcement materials analysis.

1.6 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 sha1l 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.

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 2013 CBC, Chapter 19.

B. Welding of reinforcing bars is not permitted.

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. Accommodate placement of formed openings.

C. 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 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 - Concrete Formwork: Placement of joint device anchors in formwork.

1.3 RELATED SECTIONS

A. Section 03100, Cast-in-Place Concrete Formwork

B. Section 03200, Concrete Reinforcement

C. Section 03370, Concrete Curing

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

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, 2013 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. Submit under provisions of Section 01780.

B. 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.

D. Fly Ash Calcinated Pozzolan: ASTM C618

E. Ground-Granulated Blast-Furnace (GGBF) Slag:ASTM C989, grade 100 or 120.

1. GGBF Slag may be substituted for Portland cement up to 50% of the total cementitious materials, by weight.

2.2 ADMIXTURES

A. Air Entrainment: ASTM C260

B. Chemical: ASTM C494, Type D - Water Reducing and Retarding

2.3 ACCESSORIES

A. Bonding Agent: Polymer resin emulsion.

B. Non-Shrink Grout: ASTM C1107, grade B or C. Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 5,000 psi in 48 hours.

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 all structural concrete.

2. Slump:

a. 3 inches for footings.

b. 4 inches for slabs and walls.

c. 8 inches for tremmied concrete

D. Use set retarding admixtures during hot weather only when approved by Engineer.

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 of a diameter to match dowels and insert dowels to full specified depth.

3.3 PLACING CONCRETE

A. Place concrete in accordance with ACI 318 and CBC 2013, Chapter 19.

B. Notify the City's Project Manager 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, unless specified otherwise in the structural construction documents.

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.

C. Install horizontal surfaces to flatness and levelness tolerances specified in the structural construction documents.

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.

C. Cure concrete in accordance with Section 03370, Concrete Curing.

3.6 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed in accordance with ACI 301 and under provisions of Section 01450.

B. Provide ready access to Work and cooperate with appointed firm.

C. Submit proposed concrete mix design 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 03370

CONCRETE CURING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Initial and final curing of horizontal and vertical concrete surfaces.

1.2 RELATED SECTIONS

A. Section 03300, Cast-In-Place Concrete.

1.3 REFERENCES

A. ACI 301, Specifications for Structural Concrete.

B. ACI 302.1R, Guide for Concrete Floor and Slab Construction.

C. ACI 308.1, Standard Practice for Curing Concrete.

D. ASTM C171, Standard Specification for Sheet Materia1s for Curing Concrete.

E. ASTM C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

F. ASTM D2103, Standard Specification for Polyethylene Film and Sheeting.

1.4 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 curing compounds, product characteristics, compatibility and limitations.

2. Manufacturer's Installation Instructions

   a. Indicate criteria for preparation and application.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with ACI 301.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products under provisions of Section 01600.

B. Deliver curing materials in manufacturer's packaging including application instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Membrane Curing Compound Type A: ASTM C309, Type 2, Class A.

B. Absorptive Mats, Type B: ASTM C171, cotton fabric or burlap-polyethylene, minimum 8 oz/sq yd bonded to prevent separation during handling and placing.

C. Water: Potable and not detrimental to concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify substrate conditions.

B. Verify that substrate surfaces are ready to be cured.

3.2 HORIZONTAL SURFACES

A. Cure floor surfaces in accordance with ACI 308. The following curing methods are acceptable; however, Contractor shall select the curing method that is compatible with the floor topping.

B. Absorptive Mat: Spread cotton fabric over floor slab areas. Spray with water until mats are saturated, and maintain in saturated condition for 7 days.

C. Absorptive Mat: Saturate burlap-polyethylene mat and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place for 7 days.

D. Membrane Curing Compound: Apply curing compound in accordance with manufacturer's instructions in 2 coats with second coat at right angles to first.

3.3 VERTICAL SURFACES

A. Cure surfaces in accordance with ACI 308.

B. Membrane Curing Compound: Apply curing compound in accordance with manufacturer's instructions in 2 coats with second coat at right angles to first.

3.4 PROTECTION OF FINISHED WORK

A. Protect finished Work under provisions of Section 01100 and Section 01500.

B. Do not permit traffic over unprotected floor surface.

END OF SECTION

SECTION 04220

CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 WORK INCLUDED

A. General: The work included under this section consists of furnishing all materials, supplies, equipment, tools, scaffolding, transportation and facilities and performing all labor and services necessary for or required in connection with or properly incidental to furnishing and installing all masonry construction as described in this Section, and as shown on the Drawings.

B. All masonry work shown on the Drawings.

C. Masonry staining (as called for on the Drawings).

D. Providing, fabricating and placing reinforcing steel for masonry work.

E. Placement of anchor bolts, assemblies, expansion joint fillers, and embeds.

F. Grouting of plates and embeds.

1.2 RELATED SECTIONS

A. Section 03100, Cast-in-Place Concrete Formwork

B. Section 03200, Concrete Reinforcement

C. Section 03370, Concrete Curing

1.3 REFERENCES

A. ASTM C5, "Standard Specification for Quicklime for Structural Purposes"

B. ASTM C90, "Standard Specification of Hollow Load-Bearing Concrete Masonry Units"

C. ASTM C144, "Standard Specification for Aggregate for Masonry Mortar"

D. ASTM C150, "Standard Specification for Portland Cement"

E. ASTM C207, "Standard Specification for Hydrated Lime for Masonry Purposes"

F. ASTM C404, "Standard Specification for Aggregates for Masonry Grout"

G. ASTM C270, "Standard Specification for Mortar for Unit Masonry"

H. ASTM C476, "Standard Specification for Grout for Masonry"

I. ANCI/ASTM D994, "Standard Specification for preformed expansion joint filler (bituminous type).

1.4 QUALITY ASSURANCE

A. Codes and Standards: Comply with all Federal, State and Local Codes and Safety Regulations. In addition, comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. California Code of Regulations, Title 24, Part 2, 2013 California Building Code (CBC)

2. ACI 530/530.1 "Building Code Requirements and Specification for Masonry Structures and Related Commentaries"

B. Certificates of Compliance: The Contractor shall provide Certificates of Compliance for concrete masonry units and grout materials in accordance with the requirements of Paragraph 1.5, Submittals.

C. Testing and Inspection

1. City: The City shall employ an independent testing laboratory or the engineer as the City's agent to perform the inspections and tests specified in Section 01450, and submit certified test results. The Contractor shall cooperate with and notify City's agent at least 48 hours in advance of inspections required.

2. Contractor: The Contractor shall hire a professional testing laboratory to provide a grout mix design. The mix design shall be verified by test and certified to by a principal of the laboratory who is a registered Civil Engineer in the State of California and submitted to the City for review.

3. At least 60 days before grout is required for the project, submit to City's agent a fifty-pound (50#) sample of fine aggregate and one-hundred pound (100#) samples of each size of coarse aggregate proposed for use. Select samples to fairly represent average quality and grading of aggregate proposed for the work. When aggregates have been approved, no change will be allowed without written permission of the Engineer. Maintain stocks of accepted aggregate so no grout pour need be interrupted.

4. Engineer: The Engineer shall review grout mix design prepared by testing laboratory.

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. Manufacturer's catalog sheets including instruction for use and description of applications shall be provided on each of the following materials:

      1) Admixtures.

      2) Expansion joint filler.

2. Samples

   a. Submit samples of each different unit masonry type specified for approval.

3. Certificates of Compliance

   a. The Contractor shall provide Certificates of Compliance for each type of aggregate, cement and admixture to be used in grout. Contractor shall also provide certificates of compliance for each type of concrete unit masonry.

   b. Certificates of Compliance shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds specified requirements. Material certificates shall include laboratory test reports showing compliance for the material proposed for use.

   c. Where Certificates of Compliance cannot be provided, the Contractor shall hire a professional testing laboratory to verify compliance of each type of material proposed for use. The cost of testing shall be paid for by the Contractor.

4. Laboratory Test Reports

   a. Laboratory test reports shall show the name of testing agency, date of testing and shall be signed by an agent of the testing agency. Laboratory test shall not be older than eight (8) months. Submit laboratory test reports for grout materials, concrete unit masonry and mix designs as specified.

5. Mix designs

a. Mix designs shall be submitted for each type of grout and each type of mortar. Mix designs shall show names and brands of all materials, proportions, slump, strength and location to be used on job.

1.6 DELIVERY STORAGE AND HANDLING

A. All masonry units shall be stored on the job site off the ground and protected from rain. Take all means necessary to protect unit masonry before, during, and after installation, and to protect the installed work of other trades.

1.7 SEQUENCING AND SCHEDULING

A. Obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installations of items furnished by them to be embedded in masonry work so provision for their work can be made without delaying the project.

B. Do any cutting and patching made necessary by failure or delay in complying with these requirements, at no cost to City.

C. Contractor shall provide 48 hours notice to City prior to any grout pour to allow City sufficient time to notify inspector.

PART 2 - PRODUCTS

2.1 PORTLAND CEMENT

A. Portland Cement shall conform to ASTM C150 for Type II cement. Use a single, approved standard brand throughout work.

2.2 WATER

A. All water used for mortar and grout shall be clean and free from deleterious amounts of acids, salts, alkali, and organic materials.

2.3 HYDRATED LIME

A. All hydrated lime shall conform to ASTM C207, Type S.

2.4 QUICKLIME

A. All quicklime shall conform to ASTM C5.

2.5 LIME PUTTY

A. All lime putty shall be made from hydrated lime or quicklime. If made from quicklime, other than pulverized (processed) quicklime, the lime shall be properly slaked and then screened through a sieve having not less than 16 meshes per linear inch. After screening, and before using, the slaked lime shall be properly stored and protected for not less than 10 days. If made from pulverized (processed) quicklime, the lime shall be properly slaked for not less than 24 hours or until the lime putty has entirely cooled. All resulting lime putty shall weigh not less than 83 pounds per cubic foot.

2.6 AGGREGATES

A. Aggregate for mortar shall conform to ASTM C144 except that not less than 3% of the sand shall pass the number 100 sieve.

B. Aggregate for grout shall conform to ASTM C404, Table 1.

2.7 CONCRETE MASONRY UNITS

A. All concrete masonry units shall be hollow and suitable for bearing wall construction. All blocks shall be medium weight concrete and shall conform to the requirements of ASTM C 90. The compressive strength of the concrete masonry unit shall not be less than noted in the following table:

f'm	Block Strength
2500 psi	3750 psi

In addition, the units shall have a maximum linear shrinkage of 0.05% for the saturated state to the oven dry condition. Masonry units shall have cured for not less than 28 days when placed in the structure. Blocks shall be as manufactured by Basalt Rock Co. or approved equal of size and type specified below and as indicated on the drawings. Other miscellaneous sizes may be required for construction but shall match these basic units in color and texture.

B. Block Types (refer to Drawings for location of block types and colors):

1. Broken-face block: 8" high x 16" long open end or double open end units. Color shall be natural gray. See structural drawings for block depth.

2. Precision block: 8" high x 16" long precision block, open end or double open end units. Color shall be grey. See structural drawings for block depth.

3. Cap block: 2" high x 16" long solid block. Color shall be natural gray. Depth to match depth of wall block unless noted otherwise.

2.8 MORTAR MIX

A. Mortar shall conform to ASTM C270 Type M and shall develop a minimum compressive strength of 2500 psi at 28 days.

B. Mortar color shall be selected by City from Tamms Palette or approved equal.

2.9 REINFORCING STEEL

A. Reinforcing steel shall be provided and fabricated in accordance with the requirements of Section 03200, "Concrete Reinforcement" of these specifications.

2.10 GROUT MIX

A. Grout shall be coarse grout and shall conform to ASTM C476 and shall have a minimum compressive strength equal or greater that that of the concrete masonry unit at 28 days but no less than 2500 psi minimum. Slump shall be 8" to 10".

2.11 ADMIXTURES

A. Do not use additives or admixtures in mortar unless approved by the engineer.

B. No antifreeze compounds.

C. No admixtures containing chlorides.

2.12 SEALER

A. Sealer for masonry work shall be a clear silicone water repellent as manufactured by:

1. Standard Drywall Products, "Thoroclear 777".
2. Pro So Co., "Siloxane".
3. Chemprobe Corp., "Prime-A-Pell 200".
4. Price Research Ltd., "Price-Seal 5".
5. Or Approved Alternate.

2.13 EXPANSION JOINT FILLER

A. Joint fillers; ASTM D1751, ASTM D994, asphalt impregnated fiberboard or felt, 3/8- inch thick.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. All masonry shall be laid plumb, true to line, with level and accurately spaced courses. Work required to be built-in with the masonry, including anchors, shall be built in as the wall construction progresses.

B. Basic layouts, positions, and elevations shall be as shown on the Drawings. Unit layouts within each panel or wall area shall be made to achieve symmetrical, uniform appearance and to avoid cut units where possible.

C. Standard width of mortar joints for both horizontal and vertical joints shall be 3/8 inch. Joints on exposed surfaces shall be raked joints. Joints shall be tooled in such a manner as to squeeze the mortar back into the joints, and then raked. No tooling shall be done until after the mortar has taken its initial set. After tooling, the exposed surfaces shall be wiped down with burlap.

D. Set block units in full mortar beds with full mortar head joints. Cells shall be in vertical continuity. Remove excess mortar from cells as work progresses.

E. Cutting and patching of masonry required to accommodate the work of others shall be performed by masonry mechanic. Work shall be neatly performed using approved power saws.

F. Unfinished work shall be stepped back for joining with new work. Before new work is started, all loose mortar shall be removed and the exposed joint thoroughly wetted before laying new work.

G. Perform no work during rain or when outside temperature is 40 degrees F. or lower, or when it appears probable that temperatures below 40 degrees F. will be encountered before the mortar or grout has set.

3.2 MORTAR MIXING

A. Perform all measurements of materials for mortar accurately using suitable calibrated devices. Shovel measurements will not be acceptable. 94 pounds of Portland Cements (1 sack) shall be considered as 1 cubic foot.

B. Use mixers of at least 1 sack capacity. Batches requiring fractional sacks will not be permitted unless the cement is weighted for each such batch.

C. Place the sand, cements and water in the mixer in that order for each batch of mortar and mix for a period of at least 2 minutes. Add the lime and continue mixing for as long as needed to secure a uniform mass, but in no case less than 10 minutes.

D. Retempering of mortar by dashing water over the mortar will not be permitted. Retemper mortar only by adding water into a basin made with the mortar and then carefully working the water into the mortar.

E. Mix the mortar and maintain it on the boards to a slump of 2-3/4 inches plus or minus 1/4 inch using a truncated cone 4 inches by 2 inches, 6 inches high. All mortar which is unused within 1 hour after the initial mixing shall be removed from the work.

3.3 REINFORCING STEEL

A. Reinforcing steel shall be placed in accordance with the requirements of Section 03200, "Concrete Reinforcement" of these Specifications and the requirements of this Specification Section.

B. Reinforcing steel shall have contact lap splices that are wired tight together. Where dowels are allowed on the structural drawings, reinforcing steel shall be wired tight to dowels.

C. Vertical bars shall have intermediate support brackets or shall be wired tight to horizontal steel at a spacing to not exceed 192 bar diameters.

3.4 WORKMANSHIP

A. Fill all cells solid with grout. Provide cleanouts in accordance with the California Building Code (CBC).

B. Do not place pipes or conduits in any structural masonry, except that rigid electric conduit may be embedded in structural masonry when its location has been detailed on the structural contract drawings.

C. Do not form chases or recesses not shown on structural contract drawings.

D. Do not use chipped or cracked blocks. If any such blocks are discovered in a finished wall, promptly remove them and replace with new blocks to the approval of the City's representative and at no additional cost to the City.

E. Verify all types of mortar joints with the City before proceeding with block laying. Tool all joints to a dense, smooth surface.

3.5 HIGH-LIFT GROUTING

A. High-Lift Grouting is not permitted.

3.6 PROTECTION OF WORK

A. Protect adjacent construction and previously placed masonry against damage by materials or operations under this Section.

B. Protect masonry work under construction using heavy moisture-resistant coverings well secured in place when rain or frost is imminent; when day's work is stopped; when lay-up work is subjected to extremely hot winds within 72 hours after placing; or when the work is waiting for grouting.

C. All masonry walls shall be adequately braced against lateral loads during construction.

3.7 FIELD QUALITY CONTROL

A. The City will employ an independent testing laboratory or the Engineer to perform the tests and inspections shown on the contract drawings and submit certified test reports. The Contractor will cooperate with City's agent and notify City's agent 48 hours prior to all required testing and inspection.

B. Test Results: Test reports shall be submitted in writing to City and Contractor within 7 days after tests are made. Test results not in compliance with requirements of these specifications shall be reported verbally to the City and Contractor within 24 hours of the tests. Reports of compressive strength test shall contain the project identifications name and number, date of grout or mortar placements, name of testing service, product type and class, location of batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.

C. Additional Tests: The testing services will make additional tests of in-place masonry and grout when test results indicate specified strengths and other characteristics have not been attained in the structure, by methods as directed by the Engineer. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable masonry construction is verified.

3.8 WALL CLEANING AND PROTECTION

A. It shall be the responsibility of the masonry contractor to provide a finish surface acceptable to the City. All exterior exposed-to-view masonry surfaces shall be cleaned thoroughly with a bristle brush and water (do not use steel wool) to remove latents, spills, etc.

B. Solutions or agents for cleaning or other purposes shall not be applied or used on masonry work unless thoroughly tested, and determined by Contractor to have no damaging effect to the masonry or adjacent work.

C. Remove efflorescence as recommended by masonry unit manufacturer.

3.9 DAMPROOFING

A. Masonry surfaces shall be sealed with a clear silicone water repellent in accordance with manufacturer's recommendations.

B. Acceptance condition of surfaces: All surfaces that are to be sealed shall be free of dust, dirt, oil, grease and other foreign material and must be dry to the degree required for satisfactory reception of the sealer. Surfaces shall not be acceptable for sealing if they contain cracks or voids in excess of 1/32 inch in width.

C. Moisture Content

1. The optimal acceptable levels of moisture are the following: Inside the substrate-14 percent; surface of substrate-7 percent, when measured by an electronic moisture meter. New concrete or masonry shall have cured for at least 40 days under normal warm-weather conditions prior to any application. Depending on the severity of a preceding rain, at least seven days must elapse before application. If there is any question concerning the amount of moisture in the substrate following a rain, the moisture meter shall be used to verify actual conditions. No material shall be applied if there is any chance of rain during the following 24 hours.

D. Application: Application shall be by skilled applicators approved by the manufacturer using methods and equipment approved by the manufacturer. A Hudson sprayer may not be used.

END OF SECTION

SECTION 05120

STRUCTURAL STEEL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Structural steel framing members, support members and struts.

B. Baseplates.

C. Grouting under baseplates.

1.2 REFERENCES

A. ASTM A992, Standard Specification for Structural Steel Shapes.

B. ASTM A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped Zinc-Coated Welded and Seamless

C. ASTM A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

D. ASTM A153, Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware

E. ASTM A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength

F. ASTM A325, Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

G. ASTM A500, Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

H. AWS A2.4, Standard Symbols for Welding, Brazing, and Nondestructive Examination

I. AWS D1.1, Structural Welding Code - Steel

J. AISC 360, Specification for Structural Steel for Buildings

K. AISC 303, Code of Standard Practice for Steel Buildings and Bridges

1.3 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following shall be submitted:

1. Shop Drawings

a. Indicate profiles, sizes, spacing, and locations of structural members, openings, attachments and fasteners.

b. Connections.

c. Indicate welded connections with AWS A2.0 welding symbols. Indicate net weld lengths.

2. Manufacturer's Mill Certificate

a. Submit manufacturer's certificate that products meet or exceed specified requirements.

3. Welders' Certificates

a. Submit certificates for welders employed on the Work, verifying AWS qualifications within the previous 12 months.

1.4 QUALITY ASSURANCE

A. Fabricate structural steel members in accordance with AISC Specification for Structural Steel Buildings.

1.5 QUALIFICATIONS

A. Fabricator

1. Company specializing in performing the work of this Section with minimum 5-years experience.

B. Erector

1. Company specializing in performing the work of this Section with minimum 5-years experience.

1.6 FIELD MEASUREMENTS

A. Verify that field measurements are as shown on Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Structural Steel Members:

1. ASTM A36 (angles, channels, plates)

2. ASTM A992 (Wide flange sections, tee shapes)

3. ASTM A572, Grade 50 (Plates, where shown on the drawings)

B. Structural Piping: ASTM A53, Grade B

C. Structural Tubing: ASTM A500, Grade B

D. Machine Bolts, Nuts, and Washers: Heavy Hex, Carbon Steel, ASTM A307, A325 galvanized to ASTM A153 for galvanized members. All unfinished bolts shall have an approved lock washer under the nut.

E. Anchor Bolts: ASTM A307.

F. High-Strength Anchor Rods & Nuts: ASTM F1554, Grade 105, Class 2A. Rods embedded in concrete, grout, or adhesive shall be galvanized or non-lubricated, unless noted otherwise on the drawings

G. Welding Filler Metal: Arc-welding electrodes shall be E70 series electrodes. Electrodes shall be as recommended by their manufacturers for the positions and conditions of actual use.

1. Weld metal toughness shall be reported on the filler metal manufacturer's certificate of compliance. All filler material shall have a minimum CVN value of 20 ft-lb. at 0 degrees F.

H. Touch-up Primer for Galvanized Surfaces: Zinc rich type.

2.2 FINISHING

A. Galvanizing:

1. Galvanize all non-primed structural steel exposed to weather.

2. Galvanizing of products fabricated from rolled, pressed, or forged steel shapes and plates shall conform to ASTM A123.

3. Galvanizing of standard pipe shall conform to ASTM A53

4. Galvanizing of iron and steel hardware, nuts and bolts shall conform to ASTM A153, Class C, except whenever threaded studs, bolts, nuts, and washers are specified to coform to ASTM A307, A325, A449, A563, or F436 and zinc coating is required, they shall be hot-dip galvanized per ASTM A153, or mechanically zinc coated per ASTM B695, class 55 or greater. Unless otherwise specified, galvanizing shall be performed after fabrication. Components of bolted assemblies shall be galvanized separately before assembly.

5. Nuts to be used on bolts/rods/studs before hot-dip galvanizing, and then hot-dipped galvanized in accordance with ASTM A153, class C, shall be tapped oversized after coating and shall conform to thread dimension and overtapping allowances in ASTM A563.

6. Galvanized surfaces that are abraded or damaged at any time after the application of the zinc coating shall be repaired by thoroughly wire-brushing the damaged areas and removing loose and-or cracked coating, after which, the cleaned areas shall be painted with two applications of unthinned zinc-rich primer containing not less than 94% zinc dust by weight per ASTM A780. Aerosol cans are not permitted.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Beginning of installation means erector accepts existing conditions.

3.2 ERECTION

A. Erect structural steel in accordance with AISC Code of Standard Practice for Steel Buildings and Bridges, March 18, 2005 edition.

B. Make provisions for erection loads and for sufficient temporary bracing to maintain structure safe, plumb and in true alignment until completion of erection and installation of permanent bracing.

C. Do not field cut or alter structural members without approval of the Engineer.

D. After erection, prime welds, abrasions and surfaces not galvanized, except surfaces to be in contact with concrete. Use primer recommended for galvanized surfaces.

E. Place grout and fill cavities eliminating air pockets and providing 100% contact with the supported underside area of the equipment base or base plate.

END OF SECTION

SECTION 05560

METAL FABRICATIONS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Shop fabricated ferrous metal items, galvanized and prime painted.

1.2 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

A. Section 03300, Cast-In-Place Concrete: Placement of metal fabrications in concrete.

1.3 REFERENCES

A. ASTM A992, Standard Specification for Structural Steel Shapes

B. ASTM A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped Zinc-Coated Welded and Seamless

C. ASTM A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

D. ASTM A153, Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware

E. ASTM A283, Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates

F. ASTM A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength

G. ASTM A325, Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

H. ASTM A500, Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

I. ASTM B308, Standard Specification for Aluminum Alloy 6061-T6 Standard Structural Profiles

J. AWS A2.4, Standard Symbols for Welding, Brazing, and Nondestructive Examination

K. AWS D1.1, Structural We1ding Code - Steel

L. SSPC, Steel Structures Painting Council

M. SVP System Design Document SD-3550 "Substation Gates"

SECTION 05560

METAL FABRICATIONS

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following shall be submitted:

1. Shop Drawings

a. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories. Include erection drawings, elevations, and details where applicable.

b. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.

1.5 QUALIFICATIONS

A. Prepare Shop Drawings under direct supervision of a professional Structural or Civil Engineer experienced in design of this work and licensed in the State of California.

B. Welders' Certificates: Submit under provisions of Section 01330, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

1.6 FIELD MEASUREMENTS

A. Verify that field measurements are as indicated on Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Steel Sections: ASTM A992.

B. Steel Tubing: ASTM A500, Grade B.

C. Plates: ASTM A36.

D. Pipe: ASTM A53, Grade B, Schedule 40.

E. Bolts, Nuts, and Washers: ASTM A307 galvanized to ASTM A153 for galvanized components.

F. Welding Materials: AWS D1.1; type required for materials being welded.

G. Aluminum Structural Shapes: ASTM B308.

2.2 FABRICATION

A. Fit and shop assemble in largest practical sections, for delivery to site.

B. Fabricate items with joints tightly fitted and secured.

C. Continuously seal joined members by intermittent welds and plastic filler.

D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

B. Beginning of installation means erector accepts existing conditions.

3.2 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Supply items required to be cast into concrete with setting templates, to appropriate sections.

3.3 INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Field weld components indicated on Drawings.

D. Perform field welding in accordance with AWS D1.1.

E. Obtain Engineer's approval prior to site cutting or making adjustments not scheduled.

F. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

3.4 ERECTION TOLERANCES

A. Maximum Variation From Plumb: ¼-inch per story, non-cumulative.

B. Maximum Offset From True Alignment: ¼-inch.

END OF SECTION

SECTION 07123

CONCRETE WATERPROOFING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Surface preparation and substrate treatment.

2. Waterproofing system.

B. Related Sections: The following Sections contain requirements that relate to this Section:

Section 03300, "Cast-in-Place Concrete" for concrete placement, curing, and finishing.

1.3 PERFORMANCE REQUIREMENTS

A. General: Provide a waterproofing system that prevents the passage of liquid water under hydrostatic pressure and complies with physical requirements as demonstrated by testing performed by an independent testing agency of manufacturer's current waterproofing formulations and system design.

1.4 SUBMITTALS

A. Submit Product Data for each type of waterproofing specified, including manufacturer's printed instructions for evaluating, preparing, and treating the substrate, technical data, and tested physical and performance properties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who is certified in writing and approved by waterproofing manufacturer EPRO Services, L. C. for the installation of the SYSTEM III Plus Waterproofing System.

B. Manufacturer Qualification: Obtain waterproofing materials and system components from a single manufacturer EPRO Services, L. C.

C. Field Sample: Apply waterproofing system field sample to 100 sq./ft. (9.3 sq./m.) of deck or wall to demonstrate surface preparation, joint and crack treatment, thickness, texture, and standard of workmanship.

1. Notify Engineer one week in advance of the dates and times when field sample will be prepared.

2. If Engineer determines that field sample, does not meet requirements, reapply waterproofing until field sample is approved.

3. Retain and maintain approved field sample during construction in an undisturbed condition as a standard for judging the completed waterproofing. An undamaged field sample may become part of the completed Work.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site as specified by manufacturer labeled with manufacturer's name, product brand name and type, date of manufacture, shelf life, and directions for storing and mixing with other components.

B. Store materials as specified by the waterproofing manufacturer in a clean, dry, protected location and within the temperature range required by waterproofing manufacturer. Protect stored materials from direct sunlight.

C. Remove and replace material that cannot be applied within its stated shelf life.

1.7 PROJECT CONDITIONS

A. Protect all adjacent areas not to be waterproofed. Where necessary, apply masking to prevent staining of surfaces to remain exposed wherever waterproofing abuts to other finish surfaces.

B. Perform work only when existing and forecast weather conditions are within manufacturer's recommendations for the material and application method used.

C. Minimum clearance of 24 inches is required for application of product. For areas with less than 24-inch clearance, the product may be applied by hand using ECOLINE-R.

D. Ambient temperature shall be within manufacturer's specifications. (Greater than +45°F/+7°C.)

E. All plumbing, electrical, mechanical and structural items to be under or passing through the waterproof membrane shall be positively secured in

their proper positions and appropriately protected prior to waterproofing application.

1.8 WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents, and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Special Warranty: Submit a written warranty signed by waterproofing manufacturer and Installer agreeing to repair or replace waterproofing that does not meet requirements or that does not remain watertight within the specified warranty period. Warranty does not include failure of waterproofing due to failure of substrate prepared and treated according to requirements or formation of new joints and cracks in substrate that exceed 1/16 inch (1.6 mm) in width.

1. Warranty Period: 3 years after date of Substantial Completion.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. SYSTEM III Plus; EPRO Services, L.C., Wichita, KS, 800-882-1896

1. Spray-Applied ECOLINE-S or roller-applied ECOLINE-R.

2.2 WATERPROOFING MATERIALS

A. Fluid applied waterproofing system – ECOLINE-S: a single course, high build, polymer modified, asphalt emulsion. Waterborne and spray applied at ambient temperatures. A nominal thickness of 80 dry mils (60 mil minimum), unless specified otherwise. Non-toxic and odorless. ECOLINE-R has similar properties with greater viscosity and is roller or brush applied. Manufactured by EPRO Services, L.C.

B. Fluid applied waterproofing physical properties.

ECOLINE-S – TYPICAL CURED PROPERTIES

Tensile Strength	ASTM 412	32 psi
Elongation	ASTM 412	4140%
Resistance to Decay	ASTM E 154 Section 13	4% Perm Loss
Accelerated Aging	ASTM G 23	No Effect
Moisture Vapor Transmission	ASTM E 96	.026 g/sq. ft. /hr.
Hydrostatic Water Pressure	ASTM D 751	26 psi
Perm rating	ASTM E 96 (US Perms)	0.21
Methane transmission rate	ASTM D 1434	0
Adhesion to Concrete & Masonry	ASTM C 836 & ASTM C 704	11 lbf./inch
Hardness	ASTM C 836	80
Crack Bridging	ASTM C 836	No Cracking
Low Temp. Flexibility	ASTM C 836-00	No Cracking at –20°C
Resistance to Acids:		
Acetic		30%
Sulfuric and Hydrochloric		13%
Temperature Effect:		
Stable		248°F
Flexible		13°F

ECOLINE-R – TYPICAL CURED PROPERTIES

Tensile Strength	ASTM 412	32 psi
Elongation	ASTM 412	3860%
Resistance to Decay	ASTM E 154 Section 13	9% Perm Loss
Accelerated Aging	ASTM G 23	No Effect
Moisture Vapor Transmission	ASTM E 96	.026 g/sq. ft. /hr.
Hydrostatic Water Pressure	ASTM D 751	28 psi
Perm rating (US Perms)	ASTM E 96	0.17
Methane transmission rate	ASTM D 1434	0
Adhesion to Concrete & Masonry	ASTM C 836	7 lbf./inch
Hardness	ASTM C 836	85
Crack Bridging	ASTM C 836	No Cracking
Low Temp. Flexibility	ASTM C 836-00	No Cracking at –20°C
Resistance to Acids:		
Acetic		30%
Sulfuric and Hydrochloric		13%
Temperature Effect:		
Stable		248°F
Flexible		13°F

PART 3– EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas and conditions under which waterproofing systems will be applied, with Installer present, for compliance with requirements.

B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

A. Clean and prepare substrate according to manufacturer's recommendations. Provide clean, dust-free, and dry substrate for waterproofing application.

B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage or overspray affecting other construction.

C. Close off deck drains and other deck penetrations to prevent spillage and migration of waterproofing fluids.

D. Remove grease, oil, form release agents, paints, and other penetrating contaminants from concrete.

E. Remove fins, ridges, and other projections and fill honeycomb, aggregate pockets, grout joints, tie holes, and other voids with ECOLINE-T, hydraulic cement, or rapid-set grout.

3.3 PREPARATIONS AND TREATMENT AT TERMINATIONS AND PENETRATIONS

A. Prepare vertical and horizontal surfaces at 90-degree terminations, at penetrations through waterproofing material, and at expansion joints, drains, and sleeves according to ASTM C 898 and manufacturer's recommendations.

3.4 WATERPROOFING APPLICATION

A. Set up spray equipment according to manufacturer's instructions if spray-applying material.

B. Mix materials according to manufacturer's instructions.

C. Start installing waterproofing in presence of manufacturer's technical representative.

D. Apply waterproofing, according to manufacturer's recommendations, by spray (ECOLINE-S) or roller (ECOLINE-R).

E. Apply one spray coat of ECOLINE-S or four roller coats of ECOLINE-R waterproofing to obtain a seamless membrane free of entrapped gases, with an average dry film thickness of 80 mils (1.5 mm) and a minimum dry film thickness of 60 mils (1.3 mm) at any point.

F. Apply waterproofing to prepared wall terminations and vertical surfaces to heights indicated according to manufacturer's recommendations and details.

G. Verify film thickness of waterproofing every 100 sq./ft. (9.3 sq./m).

3.5 FIELD QUALITY CONTROL

A. Membrane may be checked for coverage with a lightly oiled, needle nose depth gauge, taking four (4) readings over a one square inch area, every 500 square feet. Record the minimum reading. Mark the test area for repair.

B. Test areas are to be patched over with ECOLINE-S to an 80-mil minimum dry thickness, extending a minimum of one-inch (1") beyond the test perimeter.

3.6 CURING, PROTECTING, AND CLEANING

A. Cure waterproofing according to manufacturer's recommendations, taking care to prevent contamination and damage during application stages and curing.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 07123

CONCRETE WATERPROOFING

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SECTION 15177

OIL-WATER SEPARATORS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Below ground oil-water separator tanks.

1.2 RELATED SECTIONS

A. Section 02300, Earthwork

1.3 REFERENCES

A. ANSI/ASTM D1557, Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 Kg) Rammer and 18-Inch (457 mm) Drop

B. ASTM C-23, Concrete Aggregates, Spec.

C. ASTM D2922, Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear methods (Shallow Depth)

D. ASTM D3017, Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures

E. ASTM D3299-BI, Filament-Wound Glass-Fiber-Reinforced Thermoset Resin Chemical-Resistant Tanks

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures".

B. Submit material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

C. The following shall be submitted:

1. Shop Drawings

a. Provide Manufacturer's detailed dimensioned shop drawings for:

1) Oil-Water Separators.

2) Accessories

2. Manufacturer's Certificate

a. Certify that products meet or exceed specified requirements.

1.5 PROJECT RECORD DOCUMENTS

A. Accurately record actual locations of underground pipe mains, valves, connections, and invert elevations.

B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 QUALITY ASSURANCE

A. Perform work in accordance with manufacturer's requirements, California Air Standards, and applicable Federal codes.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store tank with openings covered to prevent entrance of dirt or moisture.

PART 2 - PRODUCTS

2.1 OIL-WATER SEPARATORS AND ACCESSORIES

A. The oil-water separators shall be of concrete construction and conform to applicable State of California, Santa Clara County Local, and Federal Codes. Vaults shall be of size shown on the drawings and in the indicated location. The vaults shall be designed for below ground installation.

1. The vaults shall include one or more manholes or hinged covers, concrete baffles, and coalescing plates as required, all piping, and testing connections.

2. Provide a manufacturer's 30-year warranty.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing conditions under provisions of Section 01100 and Section 01715.

3.2 OIL-WATER SEPARATORS INSTALLATION

A. Place the vaults on a pea gravel or crushed stone bed, 12-inches deep, level within a tolerance of ½-inch. The bedding material shall be clean and well

graded pea gravel (rounded particles) with a minimum diameter of ⅛-inch and a maximum diameter of ¾-inch or washed and free flowing crushed stone with a minimum particle size of ⅛-inch and a maximum particle size of ½-inch. If crushed stone is used, it must meet ASTM C-33 paragraph 9.1 requirements. Install the vaults and accessories in accordance with recommendations and published instructions of the manufacturer. The vaults shall be located where shown on the contract drawings.

B. Backfill below pavement sections shall be onsite or imported structural backfill as specified in Section 02300, paragraph 2.1. Backfill uniformly as specified in Section 02300, paragraph 3.5B.

C. Install manhole frames and cover and hinged covers.

D. Charge the tanks with water to the level recommended by the manufacturer of the Oil-Water Separator system.

END OF SECTION

SECTION 15177

OIL-WATER SEPARATORS

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SECTION 15180

SUBMERSIBLE PUMP AND WET WELL HATCH COVER

PART 1 – GENERAL

1.1 DESCRIPTION

Scope: This Section of the Specifications includes all labor, materials, equipment, tools, testing and service required for furnishing and installing, as shown on the Contract Drawings and as specified herein, the one (1) submersible wet pit centrifugal pump and related equipment:

1.2 SUBMITTALS

Submittals shall be made in accordance with Section 01330 "Submittal Procedures." Sufficient information shall be submitted to demonstrate conformance with the requirements of this specification, especially specific options that are included. In particular, the length of submersible power cable and lifting chain shall be noted in the submittals.

1.3 WARRANTY

The pump manufacturer shall guarantee the pump and motor against defects in workmanship and material for a period of five (5) years from date of shipment, or 10,000 hours of operation, whichever comes first for both parts and labor. The written warranty shall be included with the submittals.

1.4 EXPERIENCE AND SUPPORT

The pump manufacturer shall have been regularly in the business of making pumps of the type and model furnished for this project for a minimum of ten years and shall have a fully stocked repair facility within 150 miles of the project site.

1.5 MANUFACTURERS

The pump shall be as manufactured by Flygt, Inc. (Local representative: Jim Merritt, Shape Inc., 7020 Koll Center Parkway, Suite 140, Pleasanton, CA 94566-3107; Tel. (925) 485 9720; Fax (925) 485 6085).

PART 2 – PRODUCTS

2.1 MATERIALS

A. Pump shall be manufactured by Flygt, Model NP-3102 LT with 422 impeller, or approved equal.

B. Pump shall meet the requirements and operating conditions specified in the table in Attachment A at the end of this section.

C. Pump shall be heavy duty, submersible, centrifugal non-clog type.

D. All installation hardware shall be stainless steel, including, but not limited to, nuts, bolts, and anchor bolts.

E. Each wet pit pump shall include a sufficient length of type 304 stainless steel lifting chain to permit raising and lowering the pump for inspection and maintenance. The length shall be at least as long as is shown in the table in Attachment A. The chain shall be fastened with type 304 stainless steel shackles. The rated working load of the lifting chain shall be at least 50 percent greater than the pump weight. Each chain shall be provided with a stainless steel grip-eye device that will allow the lifting chain to be gripped near the bottom for hoisting the pump.

F. The pump systems including the pumps, motors and power cables shall be approved for use in areas classified as hazardous locations in accordance with the NEC Class I, Div. 1, Group C and D service as determined and approved by a U.S. nationally recognized testing laboratory (U.L., FM, CSA) at the time of the bidding of the project. As required by Factory Mutual (FM) the motor shall be capable of operating in pumped media up to **104°F**. Motor thermal switches shall monitor and protect the motor from excessive temperature.

G. Motor cooling shall be sufficient for continuous operation under full nameplate load in a dry environment. The pump(s) shall be capable of handling pumped media up to **104°F**.

H. Each wet-pit centrifugal submersible pump supplied under this specification shall be suitable for continuous operation under submerged, partially submerged, or dry conditions. Without derating the motor, the pump shall be able to run continuously with the motor exposed and the water level at the top of the volute.

2.2 PUMP DESIGN

A. The minimum discharge size is listed in Attachment A of this specification.

B. Each wet-pit centrifugal submersible pump shall be automatically and firmly connected to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection. There shall be no need for personnel to enter the wet well in order to remove the pump from the wet well. Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal-to-metal watertight contact. Sealing of the discharge interface with a diaphragm, O-ring or profile gasket will not be accepted. No portion of the pump shall bear directly on the sump floor.

C. The pump manufacturer shall furnish with the pump a discharge base elbow connection.

2.3 PUMP CONSTRUCTION

A. Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be AISI type 304 stainless steel. All metal surfaces coming into contact with the liquid, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.

B. Sealing design for the wet-pit pumps shall incorporate metal-to-metal contact between machined surfaces. Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile or Viton rubber O-rings. Fittings will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without the requirement of a specific torque limit.

C. Rectangular cross-sectioned gaskets requiring specific torque limits to achieve compression will not be accepted. No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.

2.4 BEARINGS

The pump shaft shall rotate on two bearings. Motor bearings shall be permanently grease lubricated. The upper bearing shall be a single deep groove ball bearing. The lower bearing shall be a two row angular contact bearing to compensate for axial thrust and radial forces. Single row lower bearings will not be accepted. The bearings shall have a minimum L-10 bearing life of 50,000 hours.

2.5 PUMP SHAFT

A. The pump and motor shaft shall be the same unit. The pump shaft shall be an extension of the motor shaft. Couplings will not be accepted.

B. The shaft shall be AISI type 420 stainless steel. Shaft sleeves will not be accepted.

2.6 MECHANICAL SEAL

A. Each pump shall be provided with a tandem mechanical shaft seal system consisting of two totally independent seal assemblies. The seals shall operate in a lubricant reservoir that hydrodynamically lubricates the lapped seal faces at a constant rate. The lower, primary seal unit, located between the pump and the lubricant chamber, shall contain one stationary and one positively driven rotating tungsten-carbide ring with a chromium nickel binder for corrosion resistance. The upper, secondary seal unit, located between the lubricant chamber and the motor housing, shall contain one stationary and one positively driven rotating tungsten-carbide ring with a chromium nickel binder for corrosion resistance. Each seal interface shall be held in contact by its own spring system. The seals shall require neither maintenance nor adjustment nor depend on direction of rotation for sealing. The position of both mechanical seals shall depend on the shaft. Mounting of the lower mechanical seal on the impeller hub will not be acceptable.

B. The following seal types shall not be considered acceptable nor equal to the dual independent seal specified: shaft seals without positively driven rotating members, or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces. No system requiring a pressure differential to offset pressure and to effect sealing shall be used.

C. Each pump shall protect the outer mechanical seal by incorporating a spiral groove cast into the oil-housing bottom. This groove shall help to expel abrasive particles away from the seal chamber, extending the life of the mechanical seals.

D. Each pump shall be provided with a lubricant chamber for the shaft sealing system. The lubricant chamber shall be designed to prevent overfilling and to provide lubricant expansion capacity. The drain and inspection plug, with positive anti-leak seal shall be easily accessible from the outside. The seal system shall not rely upon the pumped media for lubrication. The motor shall be able to operate dry without damage while pumping under load.

E. Seal lubricant shall be FDA Approved, nontoxic.

2.7 MOTOR

A. Motor horsepower shall be sufficient so that the motor is non-overloading throughout all portions of the pump performance curve at which the pump is expected to operate.

B. The motor shall be designed to operate on 208 volt, 3 phase, 3 wire, 60 Hertz power.

C. The motor shall have the characteristics listed in the Motor Requirements table below.

MOTOR REQUIREMENTS

Pump Sta.	HP	Full Load Max at 208V Amps	Locked Rotor Max at 208V Amps	Full Load Min Motor Efficiency, Percent	Full Load Min Power Factor
Fairview Substation Storm Water Pump Station	5	14	70	84.0	0.88

D. The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber. The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%. The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of bolts, pins or other fastening devices requiring penetration of the stator housing is not acceptable. The motor shall be specifically designed for submersible pump usage and designed for continuous duty pumping media of up to 40°C (104°F) with an 80°C temperature rise and capable of at least 15 evenly spaced starts per hour. The motor shall not have temperatures under normal operation of greater than 135°C. The rotor bars and short circuit rings shall be made of cast aluminum. Thermal switches (rated at 135°C) shall be embedded in the stator end coils to monitor the temperature of each phase winding. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the control panel. The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type terminals. The use of wire nuts or crimp-type connectors is not acceptable. The motor shall be NEMA MG-1 rated for inverter duty. The same manufacturer shall produce the motor and the pump.

E. The combined service factor (combined effect of voltage, frequency and specific gravity) shall be a minimum of 1.15. The motor shall have a voltage tolerance of plus or minus 10%. The motor shall be designed for operation up to 40°C (104°F) ambient and with a temperature rise not to

exceed 80°C. A performance chart shall be provided upon request showing curves for torque, current, power factor, input/output kW and efficiency. This chart shall also include data on starting and no-load characteristics.

F. The power cable shall be sized according to the NEC and ICEA standards and shall be of sufficient length to reach the junction box without the need of any splices. The outer jacket of the cable shall be oil resistant chloroprene rubber. The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of at least 65 feet.

G. Each cable shall be fitted with a Kellum grip to relieve stress at the cable holder at the hatch.

2.8 PROTECTION

A. Each stator shall incorporate thermal switches in series to monitor the temperature of each phase winding. At 125°C the thermal switches shall open.

B. Each unit shall be provided with an integral motor cooling system. A motor cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation. An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid trough the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer. The cooling system shall have one fill port and one drain port integral to the cooling jacket. The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F. (40°C.). Operational restrictions at temperatures below 104°F are not acceptable. Fans, blowers or auxiliary cooling systems that are mounted external to the pump motor are not acceptable.

2.9 CABLE ENTRY SEAL

A. The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal. The cable entry shall consist of a single cylindrical elastomer grommet, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter and compressed by the body containing a strain relief function,

separate from the function of sealing the cable. The assembly shall provide ease of changing the cable, when necessary, using the same entry seal.

B. The cable entry junction chamber and motor shall be separated by a stator lead sealing gland or terminal board, which shall isolate the interior from foreign material gaining access through the pump top. Epoxies, silicones, or other secondary sealing systems will not be accepted.

2.10 IMPELLER

The impeller shall be of ASTM A-532 (Alloy III A) 25% chrome cast iron dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design. The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction. The screw-shaped leading edges of the impeller shall be hardened to Rc 45 and shall be capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater. The screw shape of the impeller inlet shall provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater. The impeller to volute clearance shall be readily adjustable by the means of a single trim screw. The impellers shall be locked to the shaft, held by an impeller bolt.

2.11 VOLUTE BOTTOM/INSERT RING

The pump volute shall be a single piece gray cast iron, ASTM A-48, Class 35B, non-concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be as specified. The volute shall have a replaceable suction cover insert ring in which are cast spiral-shaped, sharp-edged groove(s). The spiral groove(s) shall provide trash release pathways and sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed. The insert ring shall be cast of ASTM A-532 (Alloy III A) 25% chrome cast iron and provide effective sealing between the multi-vane semi-open impeller and the volute housing.

2.12 GUIDE RAILS

Each pump shall be provided with two 2-inch Schedule 40 type 304 stainless steel guide rails. Each guide rail shall be supported at the top, bottom, and at intermediate points as recommended by the manufacturer.

SECTION 15180

SUBMERSIBLE PUMP AND WET WELL HATCH COVER

2.13 HATCH COVER

A. The hatch covers shall be supplied by: Bilco - type "JD", Babcock-Davis, Syracuse Castings- DTD-HD, U.S.F. Fabrication, or equal.

B. Hatch opening sizes, number and direction of swing of door leaves, and locations, shall be as shown on the Drawings. Sizes given shall be for the clear opening. Where the number of leaves is not given, openings larger than 42 inches in either direction shall have double-leaf doors. The wet well hatch size and position shall be as recommended by the pump manufacturer.

C. Hatch covers shall be cast into precast concrete structures at the precast concrete manufacturer's plant. The Contractor shall coordinate with the pump, hatch, and precast manufacturers. The wet well hatch size and position shall be per the pump manufacturer's recommendations.

D. The hatch covers shall be designed for H20 loading. Maximum deflection at the indicated live load shall not exceed 1/240th of total span. The hatch covers shall be a minimum of 1/4" thick and the tops shall be diamond checker plate. The following components shall be made of stainless steel: compression spring and brackets; slam latch; hold open arm; and all fasteners and nuts.

E. The hatch openings shall be completely open, i.e., the frames shall be located only around the sides of the concrete and there shall be no intermediate supports between the sides of the doors across the hatch openings.

F. The frame shall be channel type. Minor amounts of leakage into the spaces below the hatch cover is acceptable, i.e., the hatch cover need not be rain-tight.

G. The hinges of the door shall be at the sides indicated in the Drawings, or recommended by the pump manufacturer.

H. Each hatch cover shall include the following features:
   1. All aluminum construction.
   2. A minimum 4 mil thick bituminous epoxy coating on all areas that will be in contact with concrete.
   3. All fittings such as hinges and pins shall be stainless steel.

4. Compression spring opener to assist in opening the door and to act as a check in retarding downward motion of the door. The maximum force required to open the door shall not exceed 30 pounds.
5.
6. Positive hold-open arm, with release.
7.
8. The wet well hatch shall be provided with a safety grate beneath the door of the hatch cover.
9.
10. A slam lock operated by a key wrench from the outside and with a permanent handle on the inside. Two (2) key wrenches shall be furnished.
11.
12. Tamper-resistant padlock eye. The Owner will furnish the padlock.
13.
14. All hardware shall be recessed.
15.
16. The manufacturer of the hatch covers shall issue a written guarantee against defects in material or workmanship for a period of five years.
17.
18. To assure compatibility of the hatch cover with the pump, the hatch cover shall be supplied by the pump supplier.

2.14 PUMP POWER AND CONTROLS

Pump power and controls shall be as specified in Section 16900, Stormwater Pump Power and Controls.

PART 3 – EXECUTION

Each pump shall be installed in accordance with the manufacturer's recommendations, as shown on the Contract Drawings, and as specified herein.

3.1 PAINTING

The interior and exterior of each pump shall be factory painted with prime and finish coats of the highest quality normally offered by the manufacturer for pumps used on stormwater. All metal surfaces coming into contact with the pumpage, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump

3.2 CERTIFIED TRAINING

The pump/motor manufacturer shall train two owner service personnel on the proper maintenance and operation of the product. The training shall lasts up to four (4) hours. The manufacturer shall be responsible for all transportation, food and lodging expense associated with this training for two people.

3.3 FACTORY TESTING

A. The submersible pumps shall be tested at the factory for compliance with the specifications for electrical, mechanical and physical characteristics. Each pump/motor shall be tested for flow, head, overall efficiencies, KW, amps, and volts for each of the operating points that are specified. A total of three (3) points shall be documented to establish the pump curve. All tests shall be run in accordance with the American Hydraulic Institute Standards. Testing shall also include the following:

1. Impeller, motor rating and electrical connections shall be checked for compliance to the specifications.
2. The motor insulation and power cable shall be tested for moisture content or insulation defects.
3. Prior to submergence, the pump shall be run dry to establish correct rotation and mechanical integrity.
4. The pump shall be run for a minimum of 30 minutes submerged to bring the motor to operating temperature.
5. After the operational test, the insulation test shall be accomplished again as well as a mechanical and electrical inspection of the pump/motor.
6. Provide the following results in table form and curve form for five duty points at 60 hertz:
   a. Flow, Gpm
   b. Head, ft
   c. Power input: kw
   d. Overall efficiency: %
   e. Motor current, amp
   f. Motor voltage, volt

B. If variable speed tests are required, the equipment shall be tested at the following speeds: 60 hertz, 50 hertz, 40 hertz, and 30 hertz. All documentation as required for the single speed shall be provided for each of the partial speeds.

C. The manufacturer shall provide a written report on the factory tests to the engineer prior to shipment of the equipment for approval. The equipment shall not be shipped from the factory until the engineer approves the factory tests for each pump/motor.

3.4 FIELD TESTING

A. When ready for service, the pump shall be operated. While in operation, the pump shall be observed for excessive noise or vibration.

B. The pump shall be set on "hand" and the wet well level shall be pumped down below the setting of the lowest float switch. The pump shall then be turned off and the level shall be allowed to rise. The relays controlled by each float switch shall be observed to determine that they operate at the desired levels. It shall be observed that operation of the highest float switch causes operation of the alarm contact in the control panel.

C. When the high level float switch has operated, the pump shall be set in the automatic position and the correct operation of the controls shall be observed as the water level falls.

END OF SECTION

Attachment A

Pump Station	Quantity	Flow (GPM)	TDH (Feet)	Model	Impeller No.	Impeller Diameter (MM)	HP (Min)	Speed (Constant or Variable)	Lifting Chain Length (Feet)	Cable Length (Feet)	Pump Discharge Diameter Inches	RPM (Nominal)
Fairview Substation Storm Water	1	0 900 1050	37 11 6	NP-3102-LT	423	165	5	C	15	55	6	1730

SECTION 15180

SUBMERSIBLE PUMP AND WET WELL HATCH COVER

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SECTION 16080

SUBSTATION ACCEPTANCE TESTING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. This specification provides requirements for field-acceptance testing of substation equipment and electrical systems installed or constructed as part of the substation improvements for the Silicon Valley Power Fairview Substation project. The Testing Services Contractor shall be a qualified testing company having current certification by the International Electrical Testing Association (NETA) to perform the substation acceptance testing. It is the intent of this specification that the substation acceptance testing be extensive and complete to ensure correct installation and operation of all equipment.

B. The City has pre-purchased the substation control enclosure and switchgear enclosure, which includes a control room and battery room, complete with switchgear equipment, meter and relay control panels, AC and DC station service equipment, SCADA RTU and communications equipment. The Testing Contractor's scope of work shall include visual inspections, electrical and functional tests of the switchgear building, including the control room and battery room equipment as well as all outdoor equipment as specified herein.

C. Testing shall include, but is not limited to, the following:

1. Outdoor substation bus work.
2. 60 kV SF6 circuit breakers.
3. 60 kV and 12 kV group-operated, air-break, disconnect switches.
4. 60 kV and 12 kV instrument transformers.
5. Power transformers, including surge arresters.
6. 15 kV Metal-Clad switchgear equipment, including drawout circuit breakers, fuses, drawout voltage transformers, control power transformers, current transformers, and protective relays.
7. Medium Voltage Metal-Enclosed Bus.
8. Meter and relay control panels, including protective relays, programmable automation controllers, substation meters, test switches and other panel mounted equipment.
9. Grounding system.
10. 120 V DC batteries and charger.

11. AC and DC panelboards and enclosed circuit breakers.

12. Automatic transfer switches.

13. Substation control, indication and alarm systems, including oil/water separator controls and alarms; HVAC and exhaust fans for switchgear room, control room, and battery room.

14. Fire alarm system.

15. Substation yard security lighting and maintenance/emergency lighting systems.

16. Verify operation of switchgear, control room, and battery room lighting, ventilation, air conditioning and power systems.

17. Verify tightness of all control building wire and cable terminations to ensure integrity of termination.

18. Test all interconnection wiring and cables installed between substation yard equipment, the switchgear termination cabinets, and the control building termination cabinets.

19. Furnish all qualified personnel, supervision, and labor required for, and incidental to, testing.

20. Furnish all test equipment, materials and labor required to perform testing, including special equipment required for testing of all protective relays, i.e. end-to-end testing of line protection from Fairview Substation to Northwestern Substation and to Scott Receiving Station.

D. The Testing Contractor's services shall also include the following activities:

1. General equipment check per manufacturer recommendations and as approved by the City.

2. Inspect for physical, electrical, and mechanical conditions of equipment.

3. Conductor insulation tests.

4. Minor corrections to factory wiring and field wiring.

5. Minor electrical equipment adjustments.

6. Exercise all active components.

7. Inspect all indicating devices for proper operation.

8. Functional test of all electrical and mechanical controls and control systems including tests of all electrical and mechanical interlocks for proper operation and sequencing.

9. Inspect all bus connections including connection tightness utilizing a low- resistance ohmmeter.

1.2 RELATED SECTIONS

A. Section 16120, Wires and Cables

B. Section 16314, Medium Voltage Switchgear and Control Enclosures

C. Section 16350, 60 kV SF6 Circuit Breaker

D. Section 16361, 60 kV and 12 kV Group-Operated Air-Break Disconnect Switch

E. Section 16390, Grounding

F. Section 16463, Power Transformer

G. Section 16466, Aluminum Bus and Bus Hardware

H. Section 16520, Yard Lighting

1.3 RELATED CONTROL BUILDING PROCUREMENT SPECIFICATION SECTIONS

A. Section 01100, General Requirements

B. Section 13121, Power Control Buildings

C. Section 16313, Medium Voltage Switchgear Assemblies

D. Section 16315, Medium Voltage Metal-Enclosed Bus

E. Section 16470, AC and DC Station Service Equipment

F. Section 16478, Automatic Transfer Switch

G. Section 16480, Substation DC Batteries and Charger

H. Section 16920, Substation Control and Relay Panels and Termination Cabinets

1.4 REFERENCES

A. All inspections and field tests shall be in accordance with the latest edition of the following codes, standards, and specifications except as provided otherwise herein.

1. American National Standards Institute (ANSI)

2. Association of Edison Illuminating Companies (AEIC)

3. Institute of Electrical and Electronics Engineers (IEEE)

4. Insulated Cable Engineers Association (ICEA)

5. National Electrical Manufacturers Association (NEMA)

6. National Fire Protection Association (NFPA):

   a. 70 - National Electrical Code, as amended by the California Code of Regulations (CCR), Title 24, Part 3

7. American Society for Testing and Materials (ASTM)

8. International Electrical Testing Association (NETA). Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

9. Occupational Safety and Health Administration (OSHA)

10. Scaffold Industry Association (SIA)

11. State and local codes and ordinances

12. Underwriters Laboratories, Inc. (UL)

1.5 SUBMITTALS

A. Submit for approval, prior to beginning any testing, a proposed test plan, including a proposed schedule for testing activities, identifying the sequential order of equipment or systems to be tested and dates tests are to be performed. Provide additional documentation as specified in this Section.

B. Submit for approval, prior to beginning any testing, a list of the equipment to be used for performing the substation acceptance tests, including test equipment manufacturer, model no. and date of most recent calibration.

C. Maintain a written record of all tests showing date, personnel making test, equipment or material tested, and results. Reports shall be submitted to the

City weekly in electronic and paper formats. Weekly test reports must be received by the City prior to the City approving any requests for progress payment.

D. Submit signed copies of final test reports to the City for approval. Final test report must be received by the City prior to commissioning the Substation. Final test report shall be delivered in electronic and paper formats.

1.6 QUALIFICATIONS OF TESTING SERVICES CONTRACTOR

A. Experience

1. The Testing Contractor shall have a minimum of five (5) uninterrupted years of experience in the inspection, testing, calibration, and startup of high voltage substation apparatus, devices, schemes, systems, controls, interlocks, etc. Specific experience shall include electrical transmission and distribution substations and protective relaying equipment. The Testing Contractor's field service personnel shall be experienced in the testing, setting, configuration and startup of high voltage protective relaying schemes using the specific microprocessor-based relays to be employed on this project.

2. The Testing Contractor shall be corporately independent of the electrical equipment manufacturers, suppliers and installers of the equipment.

3. The Testing Contractor shall utilize only full-time employees who are regularly engaged in electrical power systems testing. Electrically unskilled employees shall not perform or assist in testing of any kind.

4. Testing Contractor and its field personnel performing the substation acceptance testing shall hold current certification by the NETA. The Technicians who perform the testing and inspection services at Fairview Substation project shall be trained and experienced with respect to the apparatus and systems being evaluated. These individuals shall be capable of conducting the tests in a safe manner and with complete knowledge of the hazards involved. They must evaluate the test data and make an informed judgment as to the condition of the equipment and suitability of the test data. Technicians shall be certified in accordance with ANSI/NETA ETT-2000, Standard for Certification of Electrical Testing Technicians. Each on-site crew leader shall hold current certification, Level III or higher, in electrical testing.

5. The Testing Contractor shall have a registered professional electrical engineer on staff as a full time employee.

B. Qualification of Testing Contractor Personnel

1. Classifications

a. Field Service Engineer: A field service engineer requires a BSEE degree in electrical engineering and 5 years of actual test experience.

b. Senior Technician: A senior technician classification requires a two-year degree or equivalent technical education in an electrical and/or electronic curriculum and 5 years actual test experience, or a minimum of 15 years actual test experience.

c. Technician: A technician classification has the same general educational requirements as a senior technician and 2 years actual test experience, or a minimum of 5 years of actual test experience.

d. Junior Technician: A junior technician has the same general educational requirements as a senior technician and 1 year actual test experience, or 3 years actual test experience.

2. Experience on both new and existing energized power and control system installations.

3. Proficient in reading all types of electrical power and control systems drawings including system coordination data.

4. An in depth understanding of power and control system design, including metering and protective relaying schemes.

5. Proficient in the use of test equipment and devices ordinarily used for inspections, tests, and calibration of electrical power systems apparatus, including the interpretation of resultant test data.

6. Safety considerations applicable to the work being performed.

a. Safety practices shall include, but are not limited to, the following requirements:

i. Occupational Safety and Health Act.

ii. Accident Prevention Manual for Industrial Operations, National Safety Council.

iii. Applicable state and local safety operating procedures.

iv. City's safety practices.

v. ANSI/NFPA 70E, Electrical Safety Requirements for Employee Workplaces.

b. All tests shall be performed with apparatus de-energized except where otherwise specifically required.

c. The Testing Contractor shall have a designated safety representative on the project to supervise operations with respect to safety.

1.7 REQUIRED NOTIFICATIONS

A. Provide written notification to the City a minimum of two weeks prior to commencement of Substation Acceptance Testing.

B. Following commencement of acceptance testing, provide notification of individual equipment or system tests a minimum of three working days prior to performing tests.

PART 2 - PRODUCTS

2.1 REQUIREMENTS

A. The Testing Contractor shall furnish all test equipment required to perform substation acceptance tests at no additional cost to the City. The test equipment shall be supplied on an as-needed basis for use by the Testing Contractor field service personnel only.

B. The accuracy of all test equipment utilized by the Testing Contractor for testing, calibrating, and in the evaluation of all electrical apparatus, devices, systems, and controls shall be certified traceable to the National Institute of Standards and Technology (NIST). Each applicable piece of test equipment shall have a calibration tag which indicates last date of calibration and calibration due date. Records, which show date and results of equipment calibrated or tested shall be kept up-to-date, and made available to the City if requested. Test equipment shall be calibrated in accordance with the following frequency schedule:

1. Field equipment: 12 months maximum.

2. Laboratory equipment: 12 months maximum.

3. Leased specialty equipment: 12 months maximum where accuracy is guaranteed by lessor.

C. The testing firm shall utilize testing and calibrating standards of a higher degree of accuracy than that of the device being tested.

2.2 EQUIPMENT

A. The Testing Contractor shall furnish all test equipment required for complete testing and calibration of the specified electrical power system apparatus, devices, and controls. The Testing Contractor shall submit a list showing the proposed test equipment, along with the manufacturer, model number, and last calibration date of the equipment. The Testing Contractor shall provide any equipment, over and above that shown below, deemed necessary to complete the project. The proposed equipment shall be subject to approval by the City. Equipment shall include:

1. Portable relay test set(s) with software, capable of conducting all tests on microprocessor based relays and control devices. The test set shall be capable of providing simultaneous 3-phase quantities of voltage and current.

2. Portable personal computer (PC), with Intel ™ Core Duo ™ processor, 2.0 GHz or better, Windows 7 operating system, minimum 2 GB memory, 250 GB hard drive, DVD optical drive, and Wi-Fi wireless card, including paper printer, and telecommunication software.

3. Communications cables necessary to communicate with all relays, meters, and other control devices.

4. Power Factor Test Set (Doble) with software.

5. Phase angle meter (3-phase).

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. The City may require certain tests to be performed in its presence or under the supervision of an equipment manufacturer's field representative, or City inspectors. At the beginning of substation construction activities, the Construction Contractor and the Testing Services Contractor shall meet with the City to confirm testing program requirements, including specific tests that are required to be performed in the presence of the City.

B. Submit to the City for approval, prior to start testing, a proposed plan for performing substation acceptance testing. The proposed testing plan shall include testing schedule, proposed personnel and qualifications, and a list of equipment to be used for performing the tests.

C. The Testing Contractor shall perform the following:

1. Be personally present on the jobsite during the testing of all wiring, controls and systems furnished, installed, or connected under this contract and until they are all in complete and satisfactory operation and the substation is in full operation.

2. Perform and direct the complete program of testing specified herein.

3. Personally check all wiring installed on this project for proper connection in accordance with information shown on the substation's schematic diagrams, wiring and interconnection diagrams and manufacturer's shop drawings. Highlight drawings with yellow marker as wiring is check.

4. Provide interpretation of test results, identifying and notifying the City of any test results that are abnormal or that warrant further investigation.

D. The Testing Contractor shall be responsible for all damage to equipment or material due to improper test procedures or test apparatus handling.

E. The City reserves the option to assign its personnel or representatives to assist the Testing Contractor in checking out certain control schemes where the City concludes such assistance is necessary to meet the project schedule. If the City should exercise this option, the Testing Contractor will be furnished a notice, in writing, specifying the extent of the City's involvement.

F. Upon testing, any deviations from these specifications and/or manufacturer's specifications shall be recorded and included in the test report, reported to the City within two days, and corrective action shall be determined by City.

G. It is anticipated there may be occasions when testing will have to be performed outside regular working hours. This testing would primarily be related to work during initial energization testing and load testing of equipment and systems. Other possible work of this nature would be under critical situations where the safety of crews or equipment and progress of the overall project work is concerned.

H. Connections shall not be made, or testing performed on equipment, facilities, circuits, or systems that may affect existing City equipment or systems without receiving proper authorization from the City. The City reserves the right to have personnel present when connections are made or testing is performed on any piece of equipment installed or tested on this project that may affect its existing systems. Scheduling for such work shall be subject to approval by the City.

I. All test procedures, equipment, temporary circuits, etc., shall be designed and utilized to minimize danger to testing technicians and surrounding personnel; i.e., current transformer testing utilizing alligator clips will not be permitted. The Testing Contractor shall furnish and use safety devices such as rubber gloves and blankets, provide protective screens and barriers, yellow tape, danger signs, to adequately protect and warn all personnel in the vicinity of the tests.

J. Testing Contractor shall completely inspect and test all substation equipment, wiring and control schemes for proper condition, installation and functioning. After successful completion of field acceptance tests on equipment and systems, and satisfying itself that the substation is ready for operation, the Testing Contractor shall provide written notification to the City that the substation is ready for energization.

3.2 GENERAL TEST PROCEDURES

A. The following are general test procedures to be used as specified for performing acceptance tests on substation equipment.

1. Prior to performing insulation resistance (megger) tests on wiring, determine allowable procedures from manufacturer's instructions for circuits connected to solid state and microprocessor based equipment.

2. Testing Contractor shall use the "yellow line" method for recording that functional tests have been successfully completed. This method requires that a yellow highlighter be used to mark those portions of the control circuits, potential circuits and current transformer circuits that have been tested and are functioning properly. The diagrams shall be dated, signed by the person who conducted the tests, and submitted to the City along with the final test and inspection reports.

3.3 OUTDOOR SUBSTATION BUS WORK

A. Visual and Mechanical Inspection

1. Compare bus arrangement with the drawings to verify proper arrangement, configuration and connections.

2. Inspect the physical and mechanical condition of the bus and structures.

3. Inspect all welded connections for uniformity, condition and completeness of welds.

4. Verify tightness of all bolted electrical connections using a calibrated torque-wrench in accordance with manufacturer's recommendations. Bolt torque levels shall be in accordance with NETA recommendations, unless otherwise specified by the manufacturer.

5. Following completion of tests, clean all bus support insulators.

B. Electrical Tests

1. Perform resistance measurements through all bolted connections using a low resistance ohmmeter. Compare resistance to values of similar connections.

2. Measure resistance of all bus joints using a low resistance ohmmeter. Compare resistance of bus joints to equal lengths of non-joined bus and to similar lengths of jointed connections.

3. Perform megger tests on each bus, phase-to-ground, with other phases grounded. Investigate values that deviate from similar connections by more than 50% of the lowest value.

4. Perform overpotential test on each bus phase, phase-to-ground with other phases grounded. Potential application shall be for one minute. Overpotential test levels shall be in accordance with NETA recommendations. The insulation shall withstand the overpotential test voltage applied.

3.4 SF6 POWER CIRCUIT BREAKERS

A. Visual and Mechanical Inspection

1. Compare nameplate data with drawings and specifications.

2. Inspect physical and mechanical condition, including any loose hardware, broken or chipped porcelain, missing cotter pins, loose gasket covers, etc.

3. Confirm correct application of manufacturer's recommended lubricants.

4. Inspect anchorage and grounding.

5. Inspect and verify adjustments of operating mechanism in accordance with manufacturer's published data.

6. Verify proper operation of SF6 gas system, including gauges and valve positions. Confirm proper SF6 gas pressure and check for leaks.

7. Verify correct operation of all SF6 gas pressure alarms and cutouts.

8. Check auxiliary switch connections, contacts, and operating linkages.

9. Perform time-travel analysis and compare results to manufacturer's published data.

10. Test SF6 gas for moisture and nitrogen content.

11. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

12. Record as-found and as-left counter operations.

13. Check spring charging motor for proper operation. Check charging motor starts counter and compare with operations counter as applicable.

14. Verify operation of all heaters.

15. Following completion of tests clean all bushings and insulators.

B. Electrical Tests

1. Perform contact resistance tests. Test values shall be in accordance with manufacturer's recommendations. Investigate any values that deviate from similar contact resistance tests by more than 50% of the lowest value.

2. Perform resistance measurements through all bolted electrical connections with a low resistance ohmmeter. Compare bolted connection resistance to values of similar connections.

3. Perform insulation resistance tests phase-to-phase, phase-to-ground and across open poles at 15,000 volts minimum. Circuit breaker insulation resistance shall exceed NETA recommended minimum values.

4. Perform instrument transformer tests on CTs as specified in this Section.

5. Perform dissipation-factor/power factor tests on breaker and bushings with breaker open. Make a minimum of six readings for each bushing position. Compare test results to manufacturer's published data. In the absence of manufacturer's published data, compare test results to values from similar breakers. Dissipation-factor/power factor tests shall be within 10% of nameplate ratings for bushings.

6. Perform minimum pick-up voltage test on circuit breaker trip and close coils. Minimum pick-up voltage values shall conform to manufacturer's published data.

7. Test each circuit breaker from local control switch, remote control switch, SCADA and relays on the control panels. Verify proper operation.

3.5 MEDIUM VOLTAGE VACUUM CIRCUIT BREAKERS

A. Visual and Mechanical Inspection

1. Compare nameplate data with drawings and specifications.

2. Inspect physical and mechanical condition.

3. Confirm correct application of manufacturer's recommended lubricants.

4. Inspect anchorage and grounding.

5. Verify the unit is clean.

6. Perform all mechanical operational tests on both the circuit breaker and its operating mechanism.

7. Measure critical distances such as contact gap as recommended by manufacturer.

8. Check auxiliary switch connections, contacts, and operating linkages.

9. Perform time-travel analysis and compare results to manufacturer's published data.

10. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

11. Inspect, check adjust circuit breaker operating mechanism in accordance with manufacturer's instructions.

12. Record as-found and as-left counter operations.

13. Following completion of tests clean all bushings and insulators.

B. Electrical Tests

1. Perform contact resistance tests. Test values shall be in accordance with manufacturer's recommendations. Investigate any values that deviate from similar contact resistance tests by more than 50% of the lowest value.

2. Perform resistance measurements through all bolted electrical connections with a low resistance ohmmeter. Compare bolted connection resistance to values of similar connections.

3. Perform insulation resistance tests phase-to-phase, phase-to-ground and across open poles at 2,500 volts minimum. Circuit breaker insulation resistance shall exceed NETA recommended minimum values.

4. Perform a contact/pole resistance test.

5. Perform vacuum bottle integrity (overpotential) test across each vacuum bottle with the breaker in the open position in accordance with manufacturer's published data.

6. Perform instrument transformer tests on CTs as specified in this Section.

7. Perform insulation-resistance tests on all control wiring as specified in this Section.

8. Perform dissipation-factor/power factor tests on breaker and bushings with breaker open. Make a minimum of six readings for each bushing position. Compare test results to manufacturer's published data. In the absence of manufacturer's published data, compare test results to values from similar breakers. Dissipation-factor/power factor tests shall be within 10% of nameplate ratings for bushings.

9. Perform minimum pick-up voltage test on circuit breaker trip and close coils. Minimum pick-up voltage values shall conform to manufacturer's published data.

10. Test each circuit breaker from local control switch, remote control switch, SCADA and relays on the control panels. Verify proper operation.

3.6 MEDIUM VOLTAGE SWITCHGEAR

A. Visual and Mechanical Inspection:

1. Compare equipment nameplate data with the Drawings and Specifications.

2. Inspect physical and mechanical condition.

3. Inspect anchorage, alignment, grounding and required clearances.

4. Inspect equipment for cleanliness.

5. Verify that circuit breaker/fuse sizes and types correspond to the approved submittals and Section 16305.

6. Verify that current and voltage transformer ratios correspond to the Drawings.

7. Inspect bolted connections by one of the following methods:

   a. Use of digital low resistance ohmmeter.

   b. Calibrated torque wrench:

      (1) Refer to Manufacturer's instructions for proper foot-pound levels or NETA ATS.

   c. Thermographic survey in accordance with NETA ATS recommendations.

8. Mechanical and Electrical Interlocks:

   a. Attempt closure on locked-open devices.

   b. Attempt to open locked-closed devices.

   c. Make/attempt key-exchanges in all positions.

9. Lubrication Requirements:

   a. Verify appropriate lubrication on moving current-carrying parts.

   b. Verify appropriate lubrication on moving and sliding surfaces.

10. Inspect insulators for evidence of physical damage or contaminated surfaces.

11. Verify correct barrier and shutter installation and operation.

12. Exercise all active components.

13. Inspect all indicating devices for correct operation.

14. Verify that filters are in place and/or vents are clear.

15. Perform visual and mechanical inspection of instrument transformers as specified below.

16. Inspect Control Power Transformers:

    a. Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.

    b. Verify that primary and secondary fuse ratings match the submittal Drawings.

    c. Verify correct functioning of drawout disconnecting and grounding contacts and interlocks.

B. Electrical Tests:

1. Perform electrical tests on current and voltage transformers as specified under Instrument Transformers, and as indicated below.

2. Perform ground-resistance tests as specified below.

3. Perform resistance measurements through bolted connections with a digital low-resistance ohmmeter if applicable.

4. Perform insulation-resistance tests on each bus section, phase-to-phase and phase-to-ground for 1 minute.

5. Perform an overpotential test on each bus section, each phase to ground with phases not under test grounded, in accordance with Manufacturer's published data or NETA ATS. Apply the test voltage for one minute.

6. Perform insulation-resistance tests on control wiring with respect to ground. Applied potential shall be 500 volts dc for 300 volt rated cable and 1000 volts dc for 600 volt rated cable. Apply the test voltage for 1 minute:

    a. For solid state devices that cannot tolerate the applied voltage, follow the Manufacturer's recommendation.

7. Perform system function tests.

8. Perform current injection tests on the entire current circuit of each switchgear or switchboard:

   a. Perform current tests by secondary injection with magnitudes such that a minimum current of 1.0 ampere flows in the secondary circuit:

      (1) Verify the correct magnitude of current at each device in the circuit.

   b. Perform current tests by primary injection with magnitudes such that a minimum current of 1.0 ampere flows in the secondary circuit:

      (1) Verify the correct magnitude of current at each device in the circuit.

9. Determine the accuracy of all meters.

10. Perform phasing check on double-ended or dual-source equipment to ensure correct bus phasing from each source.

11. Control Power Transformers:

   a. Perform insulation resistance tests, winding-to-winding and winding-to-ground:

      (1) Test voltages shall be in accordance with NETA ATS or as specified by the Manufacturer.

   b. Perform secondary wiring integrity test:

      (1) Disconnect transformer at secondary terminals and connect secondary wiring to a rated secondary voltage source:

         (a) Verify correct potential at all devices.

   c. Verify correct secondary voltage by energizing primary winding with system voltage:

      (1) Measure secondary voltage with the secondary wiring disconnected.

   d. Verify correct function of control power transfer equipment and devices located in switchgear with multiple power sources.

12. Voltage Transformers: In addition to requirements specified for Instrument Transformers, perform the following electrical tests:

    a. Perform secondary wiring integrity test:

        (1) Disconnect transformer at secondary terminals and connect secondary wiring to a rated secondary voltage source:

            (a) Verify correct potential at all devices.

    b. Verify correct secondary voltage by energizing primary winding with system voltage:

        (1) Measure secondary voltage with the secondary wiring disconnected.

13. Verify operation of space heaters.

C. Test Values:

1. Compare bus connection resistances to values of similar connections.

2. Bolt-torque levels should be in accordance with NETA ATS or Manufacturer's specifications.

3. Microhm of millivolt drop values shall not exceed the high levels of the normal range as indicated in the Manufacturer's published data:

    a. If Manufacturer's data is not available, investigate any values which deviate from a similar bus by more than 50 percent of the lowest value.

    b. Insulation-resistance values for bus and control power transformers shall be in accordance with Manufacturer's published data:

        (1) If Manufacturer's data in not available, refer to NETA ATS.

        (2) Investigate insulation values less then the allowable minimum.

        (3) Do not proceed with overpotential tests until insulation-resistance values are above minimum values.

4. Bus insulation shall withstand the overpotential test voltage applied.

5. Insulation-resistance values for control wiring shall be a minimum of 2.0 megohms.

3.7 MEDIUM VOLTAGE METAL-ENCLOSED BUS

A. Visual and Mechanical Inspection:

1. Compare equipment nameplate data with the Drawings and Specifications.

2. Inspect physical and mechanical condition.

3. Inspect anchorage, alignment, and grounding.

4. Verify correct connection in accordance with single-line diagram.

5. Inspect bolted electrical connections by one of the following methods:

a. Use of digital low resistance ohmmeter.

b. Calibrated torque wrench:

(1) Refer to Manufacturer's instructions for proper foot-pound levels or NETA ATS.

c. Thermographic survey in accordance with NETA ATS recommendations.

6. Confirm physical orientation in accordance with manufacturer's labels to insure adequate cooling.

7. Examine outdoor busway for removal of "weep-hole" plugs, if applicable, and the correct installation of joint shields.

B. Electrical Tests

1. Perform resistance measurements through bolted connections and bus joints with a low resistance digital ohmmeter in accordance with NETA ATS.

2. Measure insulation resistance of each busway, phase-to-phase and phase-to-ground for one minute, in accordance with NETA ATS.

3. Perform an overpotential test on each busway, phase-to-ground with phases not under test grounded, in accordance with manufacturer's published data or per NETA ATS if manufacturer does not have a recommendation for this test.

4. Perform contact-resistance test on each connection point of uninsulated busway. On insulated busway, measure resistance of assembled busway sections and compare values with adjacent phases.

5. Perform phasing test on each busway tie section energized by separate sources. Tests must be performed from their permanent sources.

C. Test Values

1. Compare bolted connection resistance and bus joint resistances to values of similar connections.

2. Bolt-torque levels should be in accordance with NETA ATS or Manufacturer's specifications.

3. Microhm of millivolt drop values shall not exceed the high levels of the normal range as indicated in the Manufacturer's published data:

a. If Manufacturer's data is not available, investigate any values which deviate from a similar bus by more than 50 percent of the lowest value.

b. Insulation-resistance test voltages and resistance values shall be in accordance with Manufacturer's published data:

(1) If Manufacturer's data in not available, refer to NETA ATS.

(2) Investigate insulation values less then the allowable minimum.

(3) Do not proceed with overpotential tests until insulation-resistance values are above minimum values.

4. Bus insulation shall withstand the overpotential test voltage applied.

3.8 60 kV AND 12 kV GROUP-OPERATED, AIR-BREAK, DISCONNECT SWITCHES

A. Visual and Mechanical Inspection

1. Compare equipment nameplate date with drawings and specifications.

2. Inspect physical and mechanical condition.

3. Confirm correct application of manufacturer's recommended lubricants.

4. Verify that grounding is in accordance with manufacturer's instructions and with the drawings and specifications. Confirm that switch operator pipes, switch support structure, and operating platform are properly grounded in accordance with the drawings.

5. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

6. Check all switch operating mechanisms for correct operation after external buses have been connected. Verify proper operating rod alignment.

7. Verify correct blade alignment, blade penetration, travel stops, arc interrupter operation, and uniformity of operation of all switch blades.

8. Verify that switches have been assembled in accordance with manufacturer's instructions, and that the installation is complete, necessary cotter pins installed and insulators properly cleaned.

B. Electrical Tests

1. Check bolted connections for high resistance using a low resistance ohmmeter. Compare resistances to values of similar connections.

2. Perform insulation resistance tests on each pole, phase-to-phase and phase-to-ground with switch closed and across each open pole for one minute. Test voltages and results shall be in accordance with manufacturer's published data, or in the absence of such data, recommendations of the NETA.

3. Perform an overpotential test on each pole with switch closed. Test each pole-to-ground with other poles grounded. Test voltage shall be in accordance with manufacturer's published data, or in the absence of such data, recommendations of the NETA.

4. Perform contact resistance test across each switch blade. Contact resistance shall be determined in microhms. Investigate any values which deviate from adjacent poles or similar switches by more than 25%.

3.9 12 KV AND 60 KV INSTRUMENT TRANSFORMERS

A. Visual and Mechanical Inspections

1. Compare equipment nameplate data with drawings and specifications.

2. Inspect physical and mechanical condition.

3. Verify correct connection and tapping of transformers with system requirements.

4. Verify that adequate clearances exist between primary and secondary circuit wiring.

5. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

6. Verify that all required grounding and shorting connections provide contact.

7. Verify correct voltage transformer secondary circuit fusing.

8. Visually check polarity mark orientation and correct connection of all CTs in accordance with the drawings and manufacturer's shop drawings.

9. Short all CTs to ground following testing and leave shorted until it is determined in the course of the testing procedure the CT is properly connected. At completion of testing, ensure that all active CTs are left unshorted and ready for operation.

10. All CT's not used will be shorted with ring lug jumpers at CT shorting block.

B. Electrical Tests – Current Transformers (CTs)

1. Perform resistance tests through all bolted connections with a low resistance ohmmeter. Compare all bolted connection resistances to values of similar connections.

2. Perform insulation resistance tests on current transformers and wiring-to-ground at 1000 V DC before saturation test. Insulation resistance values shall exceed the minimum acceptable levels recommended by NETA.

3. Perform a polarity test of each current transformer. Polarity results shall agree with the drawings. All CT's, whether presently used or not, shall be tested for proper polarity.

4. Perform a ratio-verification test using the voltage or current method in accordance with ANSI C57.13.1. Ratio accuracies shall be in accordance with manufacturer's published data. All CT's, whether presently used or not, shall be tested for ratio verification.

5. Perform an excitation test on transformers used for relaying applications in accordance with ANSI C57. 13.1.

6. Measure current circuit burdens at transformer terminals and determine the total burden.

7. Check for single point ground using an ohmmeter.

C. Electrical Tests – Voltage Transformers (VTs)

1. Perform resistance tests through all bolted connections with a low resistance ohmmeter. Compare all bolted connection resistances to values of similar connections.

2. Perform insulation resistance tests on the VTs winding-to-winding and each winding-to-ground with test voltage in accordance with NETA recommendations. Test voltages shall be applied for one minute. Insulation resistance values shall exceed the minimum acceptable levels recommended by NETA.

3. Perform a polarity test of each voltage transformer to verify the polarity marks or H1-X1 relationship as applicable.

4. Perform a turns ratio test on all tap positions, as applicable.

5. Measure potential circuit burdens at transformer terminals and determine the total burden.

3.10 POWER TRANSFORMERS

A. Visual and Mechanical Inspection

1. Compare equipment nameplate data with drawings and specifications.

2. Coordinate and perform instrument transformer tests on CT's and VTs as specified.

3. Inspect physical and mechanical condition.

4. Verify removal of any shipping bracing after final placement on pad.

5. Verify settings and operation of all temperature, level and pressure devices.

6. Verify correct operation of cooling equipment.

   a. Fan and motor rotation.

   b. Equipment control.

   c. Correct overcurrent protection, as applicable.

7. Verify operation of all alarm, control, and trip circuits from temperature and level indicators, pressure relief device, and fault pressure relay and that applicable settings are in accordance with manufacturer's recommendations.

8. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

9. Verify correct liquid oil level in all tanks and bushings.

10. Verify that positive inert gas pressure is maintained in tank and that cylinder is full.

11. Perform specific inspections and mechanical tests as recommended by the manufacturer.

12. Verify proper installation and connection of high and low side surge arresters.

13. Verify correct grounding of transformer, including tank, Xo bushing, neutral reactor, core ground bushing, arresters and transformer mounted voltage transformers.

14. Set transformer taps as specified by the City and lock on specified tap after testing is completed.

15. Verify proper wiring and functioning of each transformer's SCADA control and indication points.

B. Electrical Tests

1. Perform resistance tests through all bolted connections with a low resistance ohmmeter. Compare all bolted connection resistances to values of similar connections. Investigate any values that deviate from similar connections by more than 50% of the lowest value.

2. Perform insulation resistance tests, winding-to-winding and each winding-to-ground. Winding-to-winding tests shall be performed for each combination of high and low voltage windings. Test voltage and test values shall be in accordance with the manufacturer's recommendations. In the absence of manufacturer recommendations, perform tests in accordance with NETA recommendations.

3. Calculate polarization index. Polarization index shall be greater than NETA recommended minimum level.

4. Perform turns ratio tests at all no load tap-changer (NLTC) settings and load tap-changer positions. Turns ratio shall deviate by not more than one-half percent from either the adjacent coils or the calculated ratio.

5. Test load tap changer in accordance with manufacturer's recommendations.

6. Perform insulation power factor/dissipation-factor tests on windings and bushings. Test values shall be in accordance with manufacturer's published data.

7. Perform excitation current tests.

8. Measure the resistance of each high voltage winding in each no-load tap-changer position. Measure the resistance of each low voltage winding in each load tap-changer position. Test results should be within one percent of factory results when converted to a common temperature base.

9. If core ground strap is externally accessible, measure core insulation resistance at 500 V DC. Minimum core insulation shall be 25 megohms.

10. Perform a Sweep Frequency Response Analysis (SFRA) to confirm the integrity of the core and coil and to establish the baseline for future SFRA tests. SFRA tests shall be conducted using a Doble M5300 instrument.

C. Insulating Oil Tests

1. Test results should comply with the following:

a. Mineral Oil: IEEE C57 106-2002 (Guide for Acceptance and Maintenance of Insulating Oil in Equipment).

2. Verify correct liquid level in all tanks and bushings and check nitrogen content in inert gas sealed oil preservation system.

3. Remove a sample of insulating oil from main tank per ASTM D-923. The sample shall be tested as follows:

   a. Dielectric breakdown voltage: ASTM D-877 and/or ASTM D-1816.

   b. Acid neutralization number: ANSI/ASTM D-974

   c. Specific: gravity: ANSI/ASTM D-1298

   d. Interfacial tension: ANSI/ASTM D-971 or ANSI/ASTM D-2285

   e. Color: ANSI/ASTM D-1500

   f. Visual condition: ASTM D-1524

   g. Water in insulating liquids: ASTM D-1533

   h. Dissipation factor or power factor: ASTM D-924.

4. Remove a sample of insulating liquid in accordance with ASTM D-3613 and perform dissolved gas analysis (DGA) in accordance with ANSI/IEEI: C57.104 or ASTM D-3612.

3.11 SURGE ARRESTERS

A. Visual and Mechanical Inspection

1. Compare equipment nameplate data with drawings and specifications.

2. Inspect physical and mechanical condition.

3. Inspect for correct mounting and adequate clearances.

4. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

5. Verify that the ground lead on each device is individually attached to a ground electrode.

6. Verify that stroke counter, if present, is correctly mounted and electrically connected.

B. Electrical Tests

1. Perform resistance tests through all bolted connections with a low resistance ohmmeter. Compare all bolted connection resistances to values of similar connections. Investigate any values that deviate from similar connections by more than 50% of the lowest value.

2. Perform insulation-resistance tests in accordance with NETA recommendations.

3. Test grounding connection as specified under Grounding Tests in this Section. Resistance between the arrester ground terminal and the ground system should be less than 0.5 ohm.

4. Perform a watts-loss test.

3.12 METER AND RELAY CONTROL PANELS AND TERMINATION CABINETS

A. Visual and Mechanical Inspection

1. Visually inspect control panels and all associated equipment for physical and mechanical condition.

2. Verify equipment arrangement matches that shown on drawings and manufacturer's shop drawings.

3. Verify appropriate anchorage and required clearances.

4. Inspect doors, panels and sections for corrosion, dents, scratches, fit and missing hardware.

5. Inspect equipment nameplates for proper device identification and that all interior and exterior nameplates are present.

6. Verify all fuses are properly installed and located in accordance with three-line diagrams, control schematics and panel wiring diagrams.

7. Verify wire terminations at terminal blocks correspond to manufacturer's shop drawings. Check all wiring for secure connections.

8. Verify all connections to ground within control panel and termination cabinet. Verify grounding of cabinet or panels to control building ground.

B. Protective Relays

1. Visual and Mechanical Inspection

a. Compare nameplate data with drawings.

b. Inspect relays for physical damage.

c. Check cover glass, gaskets, contacts, coils, leads, springs, etc., as applicable, for moisture or dirt.

d. Verify tightness of all wiring connections to relays.

2. Electrical Tests

a. All relays shall be tested and calibrated at the site in the relay panels after complete installation.

b. Connect a computer via appropriate cables and establish communications with applicable devices.

c. Test and set all relays to values provided by the City. Set passwords, programs, internal jumpers and dipswitches, and logic settings per settings provided by the City.

d. Test and verify all pickup points, restraint levels, and perform time current tests as applicable. Relays shall be tested in accordance with manufacturer's published data.

e. Verify operation of all light-emitting diode indicators and targets.

f. Set contrast for liquid-crystal displays.

g. Final testing of the relay calibration shall be in the relay case as specified. Cases shall not be pulled from the meter and relay control panels for this purpose.

h. End-to-end testing shall be performed utilizing GPS equipped, time-synchronized, relay test units.

i. Relays with no field settings, such as lockout and auxiliary tripping relays, shall be tested to verify all contacts perform proper function. Measure coil impedances.

j. Verify each of the relay contacts performs its intended function in the control scheme, including breaker trip tests, close inhibit tests, Device 86T lockout tests and alarm functions.

k. Control and Instrument Switch Tests:

(1) Inspect all contacts and shunts. Clean contacts as required.

(2) Operate switch and note that all design functions are performed in proper sequence.

l. The City will verify test results and may be present during testing of relays.

m. Refer to single-line, three-line, and control drawings to determine all relays, meters, and equipment installed that will require testing.

C. Meter and Instrument Calibration

1. Visual and Mechanical Inspection

a. Compare nameplate data with Contract Drawings and Bill of Material.

b. Visually inspect meters and cases for damage.

2. Electrical Tests

a. Check meter scale with instrument transformer ratio.

b. Set and/or program meters per settings provided by the City.

c. Simulate full load and verify correct readings.

D. Programmable Automation Controller Tests

1. Simulate each alarm function at the field device end of the circuit to confirm proper operation of alarm circuit and input into the controller.

2. Verify operation of exterior alarm horn and light.

3. Verify proper operation of controller output contacts.

3.13 GROUNDING SYSTEM

A. Visual and Mechanical Inspection

1. Verify ground system is in compliance with drawings and specifications.

B. Electrical Tests

1. Perform fall-of-potential test or alternative test in accordance with IEEE Standard 81 on the main grounding grid.

2. Perform point-to-point tests to determine the resistance between the main grounding system and all major electrical equipment frames, structures, system neutral connections, control and switchgear buildings.

3.14 120 VOLT DC STATION BATTERIES

A. Visual and Mechanical Inspection

1. Compare equipment nameplate with drawings and specifications.

2. Inspect physical arid mechanical condition.

3. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

4. Verify adequacy of battery support racks or cabinets, mounting, anchorage, and clearances.

5. Inspect for evidence of corrosion at terminals, connections, racks or cabinet.

6. Verify correct application of manufacturer's approved corrosion inhibiting grease on contact surface areas of all cell-to-cell and terminal connections including connection hardware.

7. Verify ventilation of battery room.

8. Verify existence and proper installation of suitable eyewash equipment.

9. Verify correct electrolyte levels of each cell.

10. Measure electrolyte specific gravity and temperature of all cells. Specific gravity shall be in accordance with the manufacturer's recommended values. Temperature differential between cells should not be greater than 5°F.

11. Verify presence and correct installation of flame arresters.

12. Check for excessive jar/cover distortion.

B. Electrical Tests

1. Perform resistance measurements through all bolted connections with low-resistance ohmmeter. Compare resistance measurements to values of similar connections.

2. Set charger float and equalizing voltage levels in accordance with manufacturer's recommendations.

3. Measure each cell voltage and total battery voltage with charger energized and in float mode of operation.

4. Measure intercell/jar connection resistance.

5. Perform cell impedance tests.

6. Perform a capacity load test in accordance with manufacturer's specifications and ANSI/IEEE standards.

   ANSI/IEEE Std 450-1995. *Recommended Practice for Maintenance, Testing and Replacement of Large Lead Storage Batteries for Generating Stations and Substations.*

3.15 BATTERY CHARGER

A. Visual and Mechanical Inspection

1. Compare equipment nameplate with manufacturer's shop drawings and specifications.

2. Inspect physical and mechanical condition.

3. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

B. Electrical Tests

1. Perform resistance measurements through all bolted connections with low-resistance ohmmeter. Compare resistance measurements to values of similar connections.

2. Verify correct ac input voltage.

3. Verify charger output voltage regulation from no load to full load.

4. Verify output voltage range in both float and equalize modes.

5. Measure ac input current with charger at full rated load.

6. Measure the current limit output of the charger.

7. Measure charger ac ripple voltage and current.

8. Verify temperature compensation function of charger, if applicable.

9. Verify charger instrumentation and alarms.

10. Set the float and equalize voltages in accordance with battery manufacturer's published data.

3.16 AC AND DC PANELBOARDS AND ENCLOSED CIRCUIT BREAKERS

A. Visual and Mechanical Inspection

1. Inspect panels and circuit breakers. Verify nameplate data and compare to drawings and specifications.

2. Inspection physical and mechanical condition of panelboards and breakers.

3. Verify appropriate anchorage, required clearances, physical damage, and correct alignment.

4. Inspect doors and covers for alignment and proper fit.

5. Verify ratings of all breakers against drawings. Visually inspect all circuit breakers for correct mounting and operate manually.

6. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

7. Verify all wires are properly secured, labeled and trained.

8. Verify panel schedule is complete and accurate.

9. Verify proper wiring of panelboard breaker alarm contacts and enclosed circuit breaker alarm contacts.

10. Verify proper grounding and test as specified for Grounding System in this Section.

3.17 AUTOMATIC TRANSFER SWITCHES

A. Visual and Mechanical Inspection

1. Compare equipment nameplate data with drawings and specifications.

2. Inspect physical and mechanical condition.

3. Confirm correct application of manufacturer's recommended lubricants.

4. Verify appropriate anchorage and required area clearances.

5. Verify equipment grounding connections.

6. Verify correct blade alignment, blade penetration, travel stops, and mechanical operation.

7. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

B. Electrical Tests

1. Perform insulation resistance tests on each pole, phase-to-phase and phase-to-ground with switch closed and across each open pole for one minute. Test voltage and results shall be in accordance with NETA recommendations.

2. Measure the contact resistance across each switchblade.

3. Perform resistance measurements through all bolted connections with a low resistance ohmmeter.

4. Confirm proper phasing and rotation of complete AC Station Service from Control Power Transformers in 12 kV Switchgear through Automatic Transfer Switches to AC Panelboards and Lighting Panel.

3.18 SWITCHGEAR AND CONTROL BUILDINGS HVAC, LIGHTING, POWER AND FIRE ALARM SYSTEMS

A. Verify correct operation of switchgear building, control building, and battery room HVAC and exhaust fan controls and alarms, including HVAC failure alarms and activation of exhaust fans upon HVAC failure.

B. Confirm operation of battery room exhaust fan repeat cycle timer and that unit has been set in accordance with Building Supplier recommendations for repeat cycle and duration of operation.

C. Verify operation of installed smoke detectors and fire alarm panel. Check alarm and trouble alarms and indications. Verify proper shutdown of HVAC units upon smoke detection.

D. Verify proper operation of switchgear building, control building, and battery room, interior and exterior lighting, both normal and emergency lighting systems.

E. Check for proper wiring and operation of switchgear building, control building, and battery room, interior and exterior receptacles.

3.19 SUBSTATION OIL/WATER SEPARATOR PUMP CONTROLS AND ALARMS

A. Test oil/water separator pump and controls in accordance with the manufacturer's published instructions.

B. Verify proper operation of overload, high level alarm, and oil fault alarms at switchgear and control building programmable automation controller.

3.20 SUBSTATION YARD SECURITY AND MAINTENANCE/EMERGENCY LIGHTING SYSTEMS

A. Verify lighting control panel and luminaire nameplate data and compare to drawings and specifications.

B. Inspect physical and mechanical condition of lighting control panel and luminaires.

C. Verify appropriate equipment anchorage and note any physical damage.

D. Inspect lighting control panel door for alignment and proper fit.

E. Inspect all bolted electrical connections for proper tightness using a calibrated torque-wrench in accordance with manufacturer's recommendations. In the absence of manufacturer's recommended torque values, verify in accordance with NETA recommendations.

F. Verify all wires are properly secured, labeled and trained.

G. Upon completion of installation, burn-in 24 hours before performing operational tests. Conduct an operating test to show that the equipment operates in accordance with the requirements of this specification section.

H. Check manual operation of all site security lighting and maintenance/emergency lighting.

I. Verify proper operation of photocell and operation of lighting contactor in lighting control panel. Verify operation of manual control of lighting contactor.

J. Verify proper operation of all site security lights when lighting control panel is set to automatic operation mode. Site security lights shall come on at dusk and turn off at dawn.

K. Ensure proper aiming of exterior light fixtures in accordance with aiming schedule and as directed by the City.

3.21 WIRE AND CABLE, 600 V AND BELOW

A. The Testing Contractor shall perform a complete de-energized check of all field wiring installed under this project to verify conformance with the drawings, shop prints, schematics and wiring diagrams to assure proper phasing and polarity of all power conductors, and to confirm that cable shields are grounded at the points indicated on the drawings.

B. Verify all interconnection cables identified on the circuit schedule are properly labeled and terminated in accordance with drawings.

C. Verify tightness of interconnection wiring terminations and inspect compression connectors.

D. Perform continuity tests to confirm that the terminations of all interconnection wiring installed under this project are in conformance with the circuit schedule, drawings, and shop prints. Continuity tests shall be performed using an ohmmeter with an audible continuity buzzer.

E. Perform insulation resistance tests on all interconnection wiring. Megger wire and cable after installation, not on the reel. Control wiring insulation resistance shall be a minimum of 2 megohms.

F. Check cable color coding and cable tagging for conformance to Drawings.

3.22 SUBSTATION SCADA SYSTEM AND COMMUNICATIONS CABINET EQUIPMENT

A. Assist City and Switchgear and Control Building Supplier during startup, commissioning, and point verifications.

B. Provide personnel and test equipment required to verify all needed values and targets.

C. Verify operation of exterior alarm horn and light by simulating a contact closure from the RTU command output module.

3.23 STATION SERVICE EQUIPMENT ENERGIZATION

A. Station service equipment shall include materials and equipment related to the following:

1. 120/208 V, 3-phase, 4-wire, station service power

2. 120V DC station service power

3. All power circuits connected to the AC and DC panelboards

B. The City shall be advised a minimum of two weeks prior to the energization of this equipment. This equipment may be energized from a temporary source with the concurrence of the City.

C. The Testing Contractor shall have completed all testing and checkout of equipment prior to energization. Preliminary test reports are required to be submitted to the City prior to the energization of the equipment.

D. Check all circuit connections immediately prior to energization.

E. Megger all circuits phase-to-phase, phase-to-ground, wire-to-wire, or wire-to-ground immediately preceding energization to assure temporary grounds have been removed.

F. Energize equipment one stage, section, circuit, or piece at a time to minimize damage upon equipment failure and to aid in troubleshooting.

G. Verify proper voltage levels, current levels, phasing, and rotation after each energization step. If necessary, make corrections before proceeding to the next step.

H. Record all measurements and tests for future reference.

3.24 CONTROL SYSTEM FUNCTIONAL TESTS

A. The Testing Contractor shall perform tests as required during the startup and commissioning process.

B. After component and equipment testing is completed, all electrical controls shall be tested by trial operation of control equipment by the Testing Contractor in the presence of the City. Verify that each interlock, indication and control function, alarm, and SCADA contact operates in accordance with the drawings, specifications and manufacturer's schematics and operating instructions.

C. The Construction Contractor shall furnish all necessary labor, supervision, testing equipment, and tools required to locate the cause of any malfunction discovered by the Testing Contractor. Contractor shall make the necessary corrections in wiring, equipment, or connections as necessary to obtain the intended operation.

D. Testing Contractor shall replace all equipment damaged during testing and shall ensure that all equipment and systems are in proper working order.

E. Verify all control cable and wire terminations, and tighten all terminations before testing.

F. Prepare written test reports to track the status of each test. Promptly document the result of each test on the test report forms, and notify City of any malfunctions identified during system testing. Upon completion of repairs, repeat the tests and record on the test report forms the date that the system functioned satisfactorily and the name of the technician or engineer performing the tests.

G. Meters

1. Verify that meter types, scales, and connections are in accordance with the drawings and that meters display proper readings.

H. Relay In-Case Tests

1. After connection of all external wiring, conduct in case tests by "forcing" each relay contact to close to verify that the control circuit is functioning properly.

2. Tests shall include applying current and potential to the relays with CT and VT leads opened or shorted (using test switches). Also include phase angle and current checks after relays are actually in service and carrying load current.

3. City will direct appropriate party to correct any errors in interconnection wiring, at no additional cost to the City.

I. Secondary-Current Tests

1. Simulate actual load current and fault current operation of the substation electrical systems.

2. Perform as necessary to check protective relay operation, CT circuits, meters, and instruments.

3. Check for proper current on all relays via relay front panel or relay software.

4. Measure the burden of each connected CT.

J. Potential Circuit Tests

1. Pull fuses from VT switch and fuse cabinets and apply proper phase-to-phase and phase-to-ground voltages to the load side of the fuse blocks.

2. With a voltmeter, check for proper voltages at all relays, instruments, switches, etc., that should be connected in the circuit.

3. Check for proper voltage on all relays via relay front panel or relay software.

4. Measure the burden of each potential circuit.

3.25 ENERGIZATION PROCEDURE

A. Coordination

1. Initial Energization Procedure shall be submitted to the City at least four (4) weeks prior to energization for approval and comments. If deemed necessary by the City, a meeting will be held on site within one (1) week of the energization date to discuss any details of the energization procedure.

2. Those to be present are as follows:

a. The City, or its authorized representative

b. Construction Contractor, including craft labor for switching, removing grounds, etc.

c. Testing Contractor

3. Responsibilities of those present during energization are as follows:

a. City

(1) Witness initial energization or operation of equipment.

(2) Obtain and hold work clearances on existing facilities to allow final permanent connections to be made by the Construction Contractor. City may stop work from proceeding if such work, in its estimation, will cause City's system to operate unsatisfactorily or to drop load.

(3) Perform pre-energization inspection of substation.

(4) Ensure that the initial energization procedure is followed.

(5) Perform phasing check and switching procedures for initial energization in coordination with Testing Contractor.

b. Construction Contractor

(1) Perform all labor associated with clearing new bus equipment, etc., required to allow initial energization.

(2) Make final connections as required for initial energization.

(3) Perform all work as specified, as required for initial energization.

(4) Coordinate with the City to obtain the required clearances.

(5) Witness initial energization of equipment.

(6) Perform pre-energization inspection of substation.

(7) Perform all corrective work required during initial energization.

(8) Be responsible for the installation of all equipment and materials installed under this Contract.

(9) Ensure that the initial energization procedure is followed.

c. Testing Contractor

(1) Perform all testing work required during initial energization.

(2) Perform pre-energization inspection of substation.

4. Initial Energization Procedure may be amended when required by field conditions with the consent of the City.

5. Testing Contractor shall provide testing personnel during energization of the substation as required, 24 hours a day, seven days a week.

B. Pre-Energization Inspection

1. Examine bus, supports and substation equipment for defects, such as cracked welds, chipped porcelain, etc.

2. Ensure all switches and circuit breakers are in proper pre-energization "open" or "closed" position as specified by the City.

3. Visibly confirm that all grounds have been removed from substation buses.

4. Check all CT's prior to energization to ensure that shorting screws are removed from CT shorting blocks and that CT's are correctly tapped.

3.26 POST ENERGIZATION TESTS

A. After energization, the Testing Contractor shall complete metering and relaying tests and checks including, but not be limited to, the following:

1. Current checks on all applicable relays and meters.

2. Potential voltage checks on all applicable relays and meters.

3. Phase angle checks and current magnitude tests on all applicable relays, at test switches and through relay software, to vectorally prove proper polarity and connection.

END OF SECTION

SECTION 16110

MANHOLES, BOXES, RACEWAYS AND FITTINGS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work covered in this Section consists of furnishing all labor, supervision, tools, materials, equipment and performing all work necessary to furnish and install electrical manholes, boxes and complete raceway systems suitable for receiving wire and cable. Systems shall be complete with all necessary couplings, bushings, other fittings and support.

1.2 RELATED SECTIONS

A. Section 16120, Wires and Cables

B. Section 16380, Underground Raceway System

1.3 REFERENCES

A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):

1. C80.1 Electrical Rigid Steel Conduit (ERSC)

B. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA):

1. FB1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing and Cable

2. TC2 Electrical Polyvinyl Chloride (PVC) Conduit

3. TC3 Polyvinyl Chloride (PVC) Fittings for use with Rigid PVC Conduit and Tubing

4. TC6 & TC8 Polyvinyl Chloride (PVC) Plastic Utilities Duct for Underground Installations

5. TC9 Fittings for Polyvinyl Chloride (PVC) Plastic Utilities Duct for Underground Installation

C. UNDERWRITERS LABORATORIES, INC. (UL):

1. UL 6 Electrical Rigid Metal Conduit - Steel

2. UL 50 Enclosures for Electrical Equipment, Non-Environmental Considerations

3. UL 360Liquid-Tight Flexible Steel Conduit

4. UL 467 Grounding and Bonding Equipment

5. UL 514A Metallic Outlet Boxes

6. UL 514B Conduit, Tubing and Cable Fittings

7. UL 651 Schedule 40 and 80 Rigid PVC Conduit and Fittings

D. CALIFORNIA CODE OF REGULATIONS

1. Title 24, Part 3, California Electrical Code (CEC)

E. SILICON VALLEY POWER

1. UG 0350 8' x 14' Primary Manhole Full Traffic Installations

2. UG 1000 Installation of Underground Substructures by Developers

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following material shall be submitted:

1. Manufacturer's Catalog Data

a. All raceways systems and fittings

b. All boxes, conduit bodies and fittings

c. Precast concrete pullboxes

d. Precast concrete manholes

e. Conduit support system

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. All materials and equipment shall, as a minimum, meet requirements of UL where UL standards are established for those items, and the requirements of CEC. All items shall be new unless otherwise specified.

1. Rigid Steel Conduit (RSC): Hot dipped galvanized or metalized finish conforming to ANSI C80.1 and UL 6. Fittings, couplings, and connectors, threaded type conforming to UL 514B. Where RSC

conduits are installed in contact with earth, it shall be wrapped with 20 mil PVC tape, 50% overlap.

2. Liquid-Tight Flexible Metal Conduit: Conforming to UL 360. Galvanized steel interlocked bonding with extruded PVC jacket and with clamping water-tight type fittings, which permanently retain the conduit in the fitting. Fitting shall conform to UL 514B.

3. Polyvinyl Chloride Conduit (PVC): Schedule 40 PVC or Schedule 80 PVC conduit conforming to UL 651. Fittings, NEMA TC3, and solvent cement as recommended by manufacturer.

4. Polyvinyl Chloride Conduit (PVC): Type DB-120 conduit conforming to NEMA TC6 and TC8. Fittings, NEMA TC9, and solvent cement as recommended by manufacturer.

B. Boxes and Fittings:

1. Conduit bodies shall be malleable iron, hot dip galvanized, conforming to UL 514A and UL 514B. Acceptable manufacturers: Appleton, Crouse-Hinds, Killark, O-Z/Gedney.

2. Cast metal boxes for outdoor floodlights shall be of the type indicated on the Drawings.

3. Cabinets and junction boxes with volumes greater than 100 cubic inches shall conform to UL 50, hot-dip zinc coated, gray finish, 16 gauge minimum.

C. Precast Concrete Pullboxes:

1. All concrete pullboxes shall be made with a high-density concrete and steel reinforcing rods. Concrete pullboxes shall be of the size indicated on the Drawings. Provide extensions as required to meet the conduit depth installation requirements.

2. Pullboxes shall be provided with drag-off cover, galvanized steel, adjustable frame, designed for H20 loading with 30% impact.

3. Pullboxes shall be provided with supports and removable galvanized rigid pipe suitably located to prevent pullbox covers from being accidentally dropped inside the pullbox. A minimum of three supports and pipes shall be provided.

D. Precast Concrete Manholes

1. Precast concrete manholes shall be in accordance with SVP UG 0350, cast in a maximum of two sections.

E. Conduit Clamps:

1. Conduit clamps shall be malleable iron, hot dip galvanized of the type indicated on the Drawings.

PART 3 - EXECUTION

3.1 GENERAL

A. Electrical installations shall conform to the requirements of CEC and to the requirements specified herein.

1. Size all raceway as required by the NEC, with oversize conduits as indicated on the Drawings. Minimum conduit size shall be 1-inch unless otherwise noted.

3.2 RACEWAY ROUTING

A. As required by the job conditions unless dimensioned positions are indicated on the Drawings. Verify exact locations of all raceways, pullboxes, and junction boxes; resolve any conflict before installation. Where raceway is routed exposed it shall be run parallel or perpendicular to structural members.

3.3 UNDERGROUND RACEWAYS

A. Conduits installed underground shall be PVC Schedule 40, or DB-120 as indicated on the Drawings. Conduits shall be installed as specified in Section 16380, "Underground Raceway System". Make all joints and connections using fittings designed for the purpose bonded permanently and watertight using solvent cement. Comply with manufacturer's recommendations for bending and cutting.

B. When conduits are stubbed-out for future use or for use by others, cap conduits with end caps designed for the purpose by the conduit manufacturer.

3.4 RIGID STEEL CONDUIT

A. Use rigid steel conduit for all installations in exposed exterior locations and all conduits stubbed-up through floor slabs including elbows for connection to equipment unless otherwise indicated. Rigid steel installed below grade or in contact with concrete shall be protected from corrosion by a minimum of one

half-lapped layer of 20 mil thick PVC tape (Scotchrap 51 or equal) extended 6-inch above grade.

3.5 LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT

A. Use liquid-tight flexible metallic conduit, minimum 24 inches long, installed so as to be protected from damage, between the rigid raceway system and all power transformers, SF6 circuit breaker and any other rotating or vibrating equipment, and for equipment requiring minor adjustments in position.

3.6 RACEWAY SUPPORT

A. Rigidly support from steel structures all raceway and conduits using approved conduit clamps.

3.7 BOXES, CONDUIT BODIES, AND SUPPORTS

A. Provide boxes in the wiring or raceway systems wherever required for pulling of wires, and making connections to equipment or outdoor lighting fixtures. Provide gaskets for cast-metal boxes and conduit bodies installed outdoors.

B. Precast concrete pullboxes shall be installed with extensions as required to maintain specified conduit burial depth. Boxes shall be installed with the top of the box projecting 1 inch above grade or flushed with finish surface as indicated on the Drawings. Box shall be installed over a 6-inch layer of 1-inch crushed aggregate. Top frame of boxes shall be protected with a 9-inch concrete collar around pullbox as indicated on the Drawings. All conduits terminating in equipment cabinets or in control building and switchgear building shall be duct sealed at the pullbox and at the equipment cabinet.

END OF SECTION

SECTION 16110

MANHOLES, BOXES, RACEWAYS AND FITTINGS

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SECTION 16120

WIRES AND CABLES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work under this section includes furnishing, installing and testing of all required insulated wires and cables for outdoor equipment control power, yard lighting, AC and DC control circuits, alarm and annunciation circuits, and SCADA communication circuits.

B. Assist with acceptance tests of wires and cables.

1.2 RELATED SECTIONS

A. Section 16110, Manholes, Boxes, Raceways and Fittings

B. Section 16314, Medium Voltage Switchgear and Control Enclosures

C. Section 16350, 60 kV SF6 Circuit Breaker

D. Section 16380, Underground Raceway System

E. Section 16463, Power Transformer

F. Section 16520, Yard Lighting

G. Section 16080, Substation Acceptance Testing

1.3 REFERENCES

A. CALIFORNIA CODE OF REGULATIONS

1. Title 24, Part 3, California Electrical Code (CEC)

B. UNDERWRITERS LABORATORIES, INC. (UL)

1. UL 83 Thermoplastic-Insulated Wires and Cables

C. INSULATED CABLE ENGINEERS ASSOCIATION, INC. (ICEA)

1. S-95-658 Power Cables Rated 200 Volts or Less for the Distribution of Electrical Energy

D. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1. ASTM B-3 Standard Specification for Soft or Annealed Copper Wire

2. ASTM B-8 Standard Specification for Concentric-Lay-Stranded Copper Conductors Hard, Medium-Hard, or Soft

E. TELECOMMUNICATIONS INDUSTRY ASSOCIATION/ELECTRONICS INDUSTRY ASSOCIATION (TIA/EIA):

1. TIA/EIA-568-B.2-1 Transmission Performance Specifications for 4-Pair 100 Ohm Category 6 Cabling

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following material shall be submitted:

1. Product Sample

a. Submit a 12-inch sample of each size and type of wire and cable.

2. Product Data

a. Provide manufacturer's data for each wire and cable type.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL WIRING

A. Conductors for AC supply to breakers and transformers and for yard lighting circuits shall be single conductor, copper, stranded, 600 V insulation, type XHHW, sized as indicated on the Drawings. AC conductors shall be color coded A-Phase: Black, B-Phase: Red, C-Phase: Blue, Neutral: White.

B. Conductors for DC supply to breakers and transformers, current circuits, potential circuits, control and indication, shall be multi-conductor cables, copper, Class B stranding, with individual conductors insulated with high-molecular-weight polyethylene insulation, 20 mils thick, and covered with 10 mils of color-coded polyvinylchloride (PVC) insulation, providing a 600 V insulation system. Color coding shall be Method 1, Table E-1, except for DC supply circuits which shall be Method 1, Table E-2 (Positive: Red, Negative: Black). The multi-conductor cable overall jacket shall be PVC meeting the requirements of ICEA S-95-658. Multi-conductor cable shall be of the size indicated on the Drawings.

2.2 COMMUNICATION WIRING

A. For SCADA communication with field devices, the following low voltage cables shall be used:

	FUNCTION	CABLE TYPE
1	Ethernet Communication (Dynamic Ratings)	Cat6, 4-pair, #23 AWG, solid copper conductor, bonded-pair construction, overall shield (100% coverage), with polypropylene insulation and PVC jacket. Cable shall be Belden #7953A or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All wires and cables shall be installed as required by the Drawings, Specifications, and in accordance with the manufacturer' s instructions.

B. All wires and cables shall be continuous without splices or joints from terminal to terminal.

C. All conductors shall be terminated with high conductivity copper, non-insulated ring terminals having at least two (2) indentations per connector. Terminations shall be made with suitable tools of the ratchet or toggle mechanism type that assures complete crimping before tool can be removed.

D. Clean conductor surfaces before installing terminals. All terminals shall be of proper size for use on the associated wire and terminal screw or stud.

E. Each wire shall be marked or tagged at the equipment cabinet terminal block, at the Switchgear Termination Cabinet terminal block, and at the Control Room Termination Cabinet terminal block, with white heat shrinkable wire markets, Critchley or approved equal. Wire markers shall not be heat shrinked. Wire identification number shall be as indicated on the Drawings

F. A circuit number tag shall be fastened to each cable or wire grouping at the equipment cabinet, at the Switchgear Termination Cabinet, and at the Control Room Termination Cabinet. Cable tags shall be of the heat shrink type. Cable identification number shall be as indicated on the Drawings.

G. Current transformer cables shall have sufficient length to reach all current transformer blocks at the equipment cabinet, at the Switchgear Termination Cabinet, and at the Control Room Termination Cabinet, and shall be routed

to facilitate ease in changing ratios. Connections and cables or conductor routing shall be accepted by the City.

H. All wires and cables damaged in installation, of the wrong size and type, cut too short, etc., shall be replaced solely at the Contractor's expense.

I. Wires for lighting circuits shall be continuous from pole to pole. No splice shall be made in other than at the lighting pole handhole. Provide at least 12-inches of free conductor at each pole to make splices or joints, except where it is intended to loop through other fixtures without splices or joints.

J. Cables and conductors routed through pullboxes, or handholes, shall have sufficient length in each pullbox, or handhole, to be routed and supported on racks on the sides of the pullbox, or handhole. Cables and conductors shall be racked along the sides or walls of pullboxes or handholes to provide a clear space in the center of the pullbox, or handhole, and to support cables and conductors off the floor of the pullbox, or handhole.

K. Sufficient slack shall be left at the terminations of wires and cables to make connections conveniently to equipment, fixtures, and devices. Unused conductors at the ends of a multi-conductor cable shall be retained in a length equal to that of the longest conductor, at each end of that multi-conductor cable, if practical.

L. Wires and cables shall not be pulled into conduits until the conduit runs have been cleaned and are free from obstructions and sharp corners. A clean, dry tight-fitting rag shall be drawn through the conduit immediately before installing the wires and cables. Where a lubricant is needed as an aid to the pulling of wires and cables, only UL approved material not injurious to the wire and cable jackets shall be used. If fish tapes are used, they shall be fitted with terminal balls to avoid damage to interior finishes.

3.2 TESTS

A. Wires and cables will be tested as specified in Section 16080, Substation Acceptance Testing. Contractor to provide a qualified electrician to assist in all testing operations. Contractor to correct any deficiencies found on work performed under this contract.

END OF SECTION

SECTION 16314

MEDIUM VOLTAGE SWITCHGEAR AND CONTROL ENCLOSURES

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A. Work by Switchgear Enclosure and Control Enclosure Manufacturer

1. Switchgear manufacturer will be responsible for the following work at the site:

   a. Deliver, unload, and place the medium voltage switchgear enclosure and control enclosure on their respective concrete pads.

   b. Assemble switchgear enclosure sections and make bus connections and control wiring connections at shipping splits.

   c. Assemble and install manufacturer-furnished items that have been shipped loose for field installation, including individual circuit breaker units, station batteries, battery racks, HVAC units, outdoor lights, etc.

   d. Complete all electrical and mechanical installation work required to prepare the switchgear for operation.

   e. Perform complete electrical and mechanical adjustments and touch-up painting.

B. Work by Contractor

1. The work by Contractor includes furnishing all required labor, tools, equipment, materials, and supervision to perform the following for the City-furnished outdoor medium voltage switchgear enclosure and control enclosure:

   a. Anchor the medium voltage switchgear enclosure and control enclosure to their respective concrete pad as detailed on the Contract Drawings.

   b. Provide and apply sealant between the switchgear and control enclosure and the concrete pad embeds.

   c. Install conduits, external cabling, wiring, and grounding.

   d. Provide exterior steps and landing platforms to facilitate access to the switchgear and control enclosures.

   e. Assist in performance of electrical tests, energizing, and commissioning.

C. The City's Representative shall provide all coordination between the equipment suppliers and the Contractor for all work requiring coordination between the parties.

1.2 RELATED SECTIONS

A. Section 16120, Wires and Cables

B. Section 16390, Grounding

C. Section 16080, Substation Acceptance Testing

1.3 STANDARDS AND CODES

A. American National Standards Institute (ANSI):

1. C2 National Electrical Safety Code

B. California Code of Regulations (CCR):

1. Title 24, Part 3, California Electrical Code (CEC)

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures. The following shall be submitted:

1. Welder's Certification.

2. Inspection Reports.

1.5 QUALITY ASSURANCE

A. Only personnel specialized and experienced in medium voltage power equipment shall perform the work.

B. Contractor shall make himself familiar with all manufacturer's equipment prior to start the work.

C. All electrical and mechanical inspection after installation. Perform all corrective work necessary to rectify any discrepancies in the work performed by Contractor and discovered during the performance of acceptance tests by the City's testing company.

1.6 EQUIPMENT PROTECTION

A. All necessary means shall be used to protect the switchgear and control enclosures's equipment before, during and after installation, and to protect the installed work and materials of other trades.

B. Only equipment and material capable of safely moving and handling the work required to be performed by this Contract shall be used.

C. In the event of damage to equipment during installation work by Contractor, immediately repair and/or replace the damaged equipment at no cost to the City.

PART 2 – PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. The City has pre-purchased the switchgear enclosure and control enclosure for installation at the site by the equipment supplier. The City will turn over the above equipment and materials, including manufacturer's shop drawings, to the Contractor at the Fairview Substation project site, as applicable, upon completion of equipment installation by the manufacturer. The Contractor will be responsible for inspection of the switchgear enclosure control enclosure, and related equipment, and for anchoring the enclosures to their concrete pads.

B. All other materials including but not limited to cable and wire connectors, ground connectors, conduits, ground wire, insulated wires and cables, anchoring hardware, nuts, bolts, washers, ground connectors and hardware, etc., shall be furnished by the Contractor, subject to the approval of the City's Representative, as required by the related specification sections.

PART 3 – EXECUTION

3.1 CONTRACTOR'S COORDINATION WITH MANUFACTURER'S INSTALLATION PERSONNEL

A. Prior to arrival of equipment to the project site, Contractor shall make a thorough examination and inspection of the site with the manufacturer's installation personnel to determine the extent of site preparation required for equipment delivery, off-loading, lifting and placement on the pad, and installation. Contractor shall ensure project site is adequately prepared for enclosures delivery and offloading in advance of the scheduled delivery date. In agreement with equipment manufacturer, determine the extent of preparation required to facilitate the delivery, staging, rigging and installation of the equipment by manufacturer personnel.

3.2 NOTICE OF EQUIPMENT DELIVERY DATE TO CONTRACTOR

A. When the equipment is ready to be delivered by the supplier, the Contractor will be notified by the City's Representative of the scheduled delivery date at the project site. The Contractor shall prepare the area for unloading and/or storage of the equipment at the Fairview Substation project site. The Contractor shall provide temporary pads suitable for the equipment weights and dimensions identified by the manufacturer.

3.3 EQUIPMENT STORAGE

A. Equipment that must be stored on site before installation and assembly shall be protected in accordance with manufacturer's instructions. Provide covers and heaters to protect sensitive equipment against rain and moisture build-up.

3.4 PREPARATION

A. Carry out all the required preparation in a professional manner.

B. Concrete foundations shall be constructed in accordance with the manufacturer's requirements, and dimensional tolerances.

C. All project site areas and access routes required for crane and equipment transport, access, setup, and movement shall be suitably level, compacted and free of obstructions to permit equipment delivery, offloading and placement on their concrete pads.

D. Contractor shall ensure that all underground utilities and substructures are protected from damage.

3.5 INSTALLATION

A. External electrical connections and grounding shall be performed in accordance with the Drawings and this Specification.

B. Furnish and install galvanized steel entry steps and platforms in accordance with requirements shown on the Drawings. Contractor shall be responsible for positioning of entry steps and platforms to coordinate with entry door locations based upon final position of switchgear enclosure and control enclosure as installed on their concrete foundation.

3.6 FIELD TESTING AND INSPECTION

A. After the switchgear enclosure and control enclosure have been set in place, and prior to performance of field tests, Contractor shall:

1. Verify that switchgear enclosure and control enclosure are properly anchored and enclosure bases properly sealed.

2. Verify that enclosures and equipment contained therein have no damage as a result of Contractor's work.

3. Verify that all ground connections to the enclosures' base have been completed and check tightness of all bolted connections with a calibrated torque wrench.

4. Ensure all power and control wiring terminations are secure and tight.

5. Clean all enclosures areas used to perform and carry Contractor's work.

B. Electrical field tests on the medium voltage switchgear assembly, 60 kV equipment controls panels, batteries and other switchgear and control enclosures components, will be performed by the City's testing agency. The Contractor shall prepare the work for testing, shall cooperate fully with the testing company conducting the tests, and shall remove any work constructed specifically for the tests after completion of testing.

C. Contractor shall provide a source of 120 V AC power within 100 feet of the switchgear and control enclosures for use by the City's testing agency.

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SECTION 16350

60 kV SF6 CIRCUIT BREAKER

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work under this section includes all the required labor, tools, equipment, materials and supervision to perform the following for the City furnished 60 kV SF6 Circuit Breaker.

1. Inspect and transport from the City's Northern Receiving Station (NRS) to Fairview Substation. NRS is located at 4857 Centennial Boulevard, Santa Clara.

2. Place and anchor on the concrete pad.

3. Assemble and fill with gas.

4. Install conduits, external wiring, and grounding.

5. Install connectors and HV bus connections.

6. Perform complete electrical and mechanical adjustments and touch-up painting.

7. Assist with electrical tests, energizing, and commissioning of 60 kV SF6 Circuit Breakers.

1.2 RELATED SECTIONS

A. Section 16120, Wires and Cables

B. Section 16390, Grounding

C. Section 16080, Substation Acceptance Testing

1.3 REFERENCES

A. AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)

1. C2 National Electrical Safety Code

B. CALIFORNIA CODE OF REGULATIONS (CCR)

1. Title 24, Part 3, California Electrical Code (CEC)

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures. The following shall be submitted:

1. SF6 gas filling procedure.

2. Reports of all inspection, adjustment, and test results. Report shall also include the volume of gas in each SF6 cylinder (weight), before and after filling 60 kV circuit breakers.

1.5 QUALITY ASSURANCE

A. Only installers specialized and experienced in the installation of high voltage power equipment shall perform the work.

B. The installer shall make himself familiar with all manufacturer's requirements and install equipment accordingly so as not to void manufacturer's equipment warranty.

C. All electrical and mechanical inspection and adjustment will be carried out by the City's Testing Contractor after equipment installation.

1.6 PRODUCT HANDLING

A. All necessary means shall be used to protect the circuit breaker before, during and after installation, and to protect the installed work and materials of other trades.

B. Only equipment and material capable of safely moving and handling the circuit breaker shall be used.

C. In the event of damage, immediately repair and/or replace the damaged equipment at no cost to the City.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. The following City furnished SF6 Breaker and accessories are stored at the City's Northern Receiving Station (NRS):

Siemens SF6 Breaker, 72.5 kV, 3000A, 63 kA short circuit interrupting current.

The City will turn over the above equipment and materials including manufacturer's shop drawings and installation instructions to the Contractor at their present storage location. It shall be the Contractor's responsibility to load, transport to Fairview Substation, and unload the materials as required.

B. All other materials including but not limited to connectors, ground connectors, conduits, ground wire, insulated wires and cables, anchoring hardware, nuts, bolts, washers, etc., shall be furnished by the Contractor, subject to the approval of the City, as required by the related specification sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Prior to performing any work of this section, make a thorough examination and inspection of the site and of the circuit breaker and its accessories. Determine the extent of preparation required for performing each work. Notify the City immediately of any damage, missing parts, or other items that will delay or interfere with installation.

3.2 PREPARATION

A. Carry out all the required preparation in a professional workmanlike manner.

3.3 INSTALLATION

A. Following inspection and preparation, perform installation in strict accordance with manufacturer's instructions and Drawings. Contractor shall be responsible for transporting the breaker, its placement on the pad, assembling, installing accessories, anchoring, grounding, installing conduits, cleaning, and for external connections, including high voltage bus connections.

3.4 TESTS

A. 60 kV SF6 Circuit Breaker will be tested as specified in Section 16080, Substation Acceptance Testing. Contractor to provide a qualified electrician to assist in all testing operations. Contractor to correct any deficiencies found on work performed under this contract.

END OF SECTION

SECTION 16350

60 kV SF6 CIRCUIT BREAKER

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SECTION 16361

60 kV AND 12 KV GROUP-OPERATED AIR BREAK DISCONNECT SWITCH

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work under this Section consists of furnishing all labor, supervision, tools, materials, equipment, and performing all work necessary to furnish, assemble and install 60 kV and 12 kV Group-Operated Air Break Disconnect Switches, complete with all necessary linkages, cranks, gears, bearings, levers, mounting brackets, semaphores and flexible copper braid for switch mechanism ground connection.

B. Furnishing and installing switch operating platforms as detailed on the Drawings.

C. Assist with electrical tests, energizing, and commissioning of 60 kV and 12 kV Disconnect Switches.

1.2 RELATED SECTIONS

A. Section 05120, Structural Steel

B. Section 05560, Metal Fabrications

C. Section 16390, Grounding

D. Section 16080, Substation Acceptance Testing

1.3 REFERENCES

A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

1. C2 National Electrical Safety Code

B. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

1. C37.30, Standard Requirements for High-Voltage Air Switches

2. C37.34, Standard Test Code for High-Voltage Air Switches

3. C37.35, Guide for the Application, Installation, Operation, and Maintenance of High-voltage Air Disconnecting and Load Interrupter Switches

C. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA)

1. SG-6, Power Switching Equipment

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following material shall be submitted:

1. Manufacturer's Catalog Data

   a. Bulletin describing the design features, and components of the switch, including base, contacts, mechanism, and operators.

2. Shop Drawings

   a. Drawings showing outline and elevation details of the disconnect switch and operating mechanism.

   b. Arcing horn, and arc restrictors assembly details.

   c. Disconnect switch mounting and installation details depicted on the specific steel structures provided for Fairview Substation.

3. Manufacturer's Instructions

   a. Instructions for assembly, installation and adjustment of the disconnect switch.

1.5 QUALITY ASSURANCE

A. Only installers specialized and experienced in the installation of high voltage power equipment shall perform the work.

B. The installer shall make himself familiar with all of the manufacturer's requirements and install equipment accordingly.

C. All electrical and mechanical inspection and adjustment after installation, and as required during performance of the tests by the City, shall be carried out by the Contractor.

1.6 PRODUCT HANDLING

A. All necessary means shall be used to protect the switches before, during and after installation, and to protect the installed work and materials of other trades.

B. Only equipment and material capable of safely moving and handling the switches shall be used.

C. In the event of damage, immediately repair and/or replace the damaged equipment at no cost to the City.

SECTION 16361

60 kV AND 12 KV GROUP-OPERATED AIR BREAK DISCONNECT SWITCH

PART 2 – PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. General

1. The disconnect switches shall be three pole, single throw, vertical break, group operated outdoor air disconnect switches. The current carrying part shall be copper or aluminum. Terminal pad shall be tin-plated.

2. Switches shall be designed, manufactured and tested in accordance with ANSI C37.32, ANSI C37.34, ANSI C37.35 and NEMA SG-6.

3. Preferred disconnect switch manufacturer is Pascor Atlantic of the types listed on the Drawings.

B. Ratings

1. Disconnect switches shall meet or exceed the voltage and current ratings indicated on the Drawings.

C. Construction Requirements

1. The vertical break disconnect switch shall be of a rigid base construction to insure alignment of the insulator columns. The base shall consist of two galvanized structural steel channels design.

2. The porcelain insulators shall be high strength post type, light gray glaze.

3. The rotating insulator support bearings shall consist of stainless steel base bearings in work hardened steel races. The bearings shall be sealed and permanently lubricated, thus requiring no maintenance.

4. Current carrying parts shall be copper or aluminum with silver-to-silver contacts. Stainless steel connectors shall be used in securing current carrying members. The base assembly and all switch hardware shall be hot dip galvanized.

5. Each three-pole air break switch assembly shall be complete with interphase connecting rods, operating mechanism and worm gear operator. Operating mechanism shall be designed for switch operation from ground level. Operating mechanism shall provide smooth movement of the switch blades. It shall be possible to individually adjust the operating mechanism of each pole to insure that all switch blades open and close simultaneously. The operating speed or the force exerted at the operator shall not be a factor to achieve a safe and reliable switch operation. The operating mechanism shall be provided with a semaphore to indicate open or closed position. The semaphore shall be colored red for "CLOSED" switch position and

green for "OPEN" switch position. The mechanism shall be complete with all required linkages, gears, bearings, cranks or levers and provisions for padlocking.

6. The connecting pipe or rod between the phases shall be capable of transmitting the torque without lost motion or distortion. The connections between connecting rods and fittings shall be made with through bolts or other means to insure that there will be no slipping connections. All linkages or other parts requiring lubrication shall be provided with pressure type fittings.

7. Worm gear operator shall be corrosion free mechanism consisting of a weather sealed gear box with 15 inch crank handle for vertical mounted disconnect switch and 12 inch crank handle for horizontal mounted disconnect switch. Gear ratio shall be as recommended by the switch manufacturer based on the type of switch, mounting position, phase spacing and length of the operating rod.

8. Switch manufacturer shall provide, to disconnect switch steel structure fabricator, all information required regarding location, type and size of brackets for mounting the switch operating mechanism and worm gear operator on the substation steel structures.

9. Switches shall be furnished with standard arcing horns, arc restrictors (quick break whips), as indicated on the Drawings.

D. Nameplate

1. A stainless steel air break switch nameplate shall be provided with data in accordance with ANSI Standards.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Contractor shall exercise extreme care in unpacking the switching equipment. Switches shall be inspected and checked thoroughly for damage, missing parts, insufficient operating rods supplied with the equipment, mismatched hardware, wrong size bolts and other discrepancies that may affect assembly and adjustments of the switches. Damaged components and missing parts to complete the assembly of the switches shall be brought immediately to the City's attention.

3.2 PREPARATION

A. Carry out all the required preparation in a professional workmanlike manner.

3.3 INSTALLATION

A. Following inspection and preparation, perform installation in strict accordance with the manufacturer's instructions and Drawings. Contractor shall be responsible for cleaning, assembling, rigging, lifting, installing and bolting to

support structures, adjusting, testing, grounding, connecting to the 60 kV and 12 kV bus and to the equipment, operating, energizing, and commissioning the disconnect switch equipment.

B. After the disconnect switch has been properly adjusted, inspected and accepted by the City, Contractor shall ensure that no slipping of connections will occur by installing through bolts or by tightening set screws piercing the connecting rods and pipes. All connecting pipes or rods shall be cut to within 3 inch from the connections and painted with a zinc reach primer. Primer shall be one of the following primers listed by Caltrans at the following link **http://www.dot.ca.gov/hq/esc/approved_products_list/pdf/organic_zinc_primer.pdf**

3.4 TESTS

A. 60 kV and 12 kV Disconnect Switches will be tested as specified in Section 16080, Substation Acceptance Testing. Contractor to provide a qualified electrician to assist in all testing operations. Contractor to correct any deficiencies found on work performed under this contract.

END OF SECTION

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SECTION 16380

UNDERGROUND RACEWAY SYSTEM

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work covered in the Section consists of furnishing all labor, supervision, tools, materials, equipment and performing all work necessary to furnish and install a complete underground raceway system as indicated on the Drawings and as specified herein.

1.2 RELATED SECTIONS

A. Section 16110, Manholes, Boxes, Raceways and Fittings

B. Section 16120, Wires and Cables

1.3 REFERENCES

A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):

1. C2 National Electrical Safety Code

B. CALIFORNIA CODE OF REGULATIONS (CCR):

1. Title 24, Part 3, California Electrical Code (CEC)

C. STATE OF CALIFORNIA PUBLIC UTILITIES COMMISSION (CAL. P.U.C.):

1. G.O. 128 Construction of Underground Electric Supply and Communication System, Rule for

D. SILICON VALLEY POWER

1. UG 1000 Installation of Underground Substructures by Developers

2. UG 0350 8' x 14' Primary Manhole Full Traffic Installations

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following material shall be submitted:

1. Manufacturer's Catalog Data

a. Cable Trench Sections and Fittings.

b. Cable Trench Covers.

c. Cable Trench Accessories.

2. Bill of Material and Installation Instructions for the Cable Trench System.

3. Shop Drawings

a. Final Layout Drawings of the Cable Trench System, including details of all cable trench sections, fittings and covers.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment shall conform to the respective specification sections listed herein.

1. Conduit: Conduit shall be PVC Schedule 40, Type DB-120, or Rigid Steel as specified in Section 16110, Manholes, Boxes, Raceways and Fittings.

2. Manholes and Pullboxes: Shall be as specified in Section 16110, Manholes, Boxes, Raceways and Fittings, and of the size indicated on the Drawings.

3. Cable Trench:

a. Cable trench shall be made of high density polymer concrete, with bottom having drain openings of 30" x 10" on 5'-0" spacing. Covers shall be designed to fit flush with the top of the cable trench. Trench usable inside dimensions shall be a minimum of 1'-8" wide by 1'-0" deep. Trench sides shall be able to be cored for installation of conduits up to 3" diameter.

b. Cable trench shall be provided with protection rods, suitably spaced over the entire length of the cable trench, to prevent accidentally dropping the covers in the trench.

c. Transition sections shall be provided where trench is to connect at pullboxes. End walls shall be provided at trench ends.

d. Cable trench shall be rated for heavy traffic AASHTO H-20 rated as indicated on the Drawings.

e. Trench covers shall be made of the same material as the trench and shall match the load rating of the cable trench.

Trench covers shall be provided with lifting slots to facilitate cover removal. Provide a minimum of two (2) lifting device accessories.

4. Approved cable trench manufacturer:

   Oldcastle Moulded Products, represented by Sierra Sales Engineering, Mara Palandrani, Telephone: (831) 464-2250

5. Alternate Cable Trench System

   a. A cable trench system similar the one specified above and consisting of precast fiber reinforced concrete and H20 loading fiberglass covers will be considered as an acceptable substitute. All other specified features of the cable trench system shall be met.

   b. Alternate cable trench manufacturer:

      Concast Inc., represented by DC Energy Solutions, Dave Colasacco, Telephone: (510) 828-3141

B. Bedding and selected backfilling materials shall be as specified in Section 02300, Earthwork.

PART 3 - EXECUTION

3.1 INSTALLATION

A. The underground raceway system shall conform to the requirements of CEC, ANSI C2, and G.O. 128 and SVP UG 1000. Trenching and backfilling shall be as specified in Section 02310.

1. Dewatering: Contractor shall provide the structure, equipment, and construction for the collection and disposal of surface and subsurface water encountered during construction.

2. Shoring and Sheeting: Shore and sheet excavations, as required, to prevent injury to persons and damage to structures. Arrange shoring and sheeting to prevent injurious caving during removal.

3. Minimum Burial Depths and Separation: Unless otherwise specified on the drawings, electrical and communication ducts shall be installed with a minimum 24-inches cover below rough grade. Separation between ducts shall be as indicated on the Drawings.

B. Conduit Installation shall conform to the following:

1. There shall be not less than 3-inches clearance from the conduit to each side of the trench. Direct buried conduits shall have a minimum of sand backfill of 3-inches all around prior to placing of earth backfill. Compact sand to 90% minimum compaction.

2. Conduit spacers shall be of high impact plastic material. Stagger the conduit joints by rows and layers to provide a duct line having maximum strength. During construction, protect partially completed duct lines from the entrance of mud, sand, dirt, and other debris by means of suitable conduit plugs.

3. Duct banks shall have a continuous slope downward toward manholes and pull boxes, away from buildings with a pitch of not less than 3 inches in 100 feet. Accomplish changes in direction of runs exceeding a total of 10 degrees, either vertical or horizontal, with manufactured bends having a bending radius not less than 24 inches. Vertical conduit bends shall be galvanized rigid steel type unless otherwise indicated on the Drawings. Bending radius for fiber optic conduits shall be 36 inches minimum. The installation shall be inspected by the City prior to backfill.

4. Conduit terminating in concrete pullboxes or manholes shall be provided with bell ends flushed with the interior wall of the concrete pullbox or manhole.

5. As each conduit run is completed, a testing mandrel not less than 12-inches long with a diameter 1/4-inch less than the inside diameter of the duct; after which a brush, having stiff bristles, shall be drawn through until the conduit is clear of all particles of earth, sand, or gravel. Pullwires and conduit plugs shall then immediately be installed. Pullwires shall be in accordance with SVP UG 1000.

C. Cable Trench Installation:

1. Cable trench shall be installed over four (4) inches of sand bedding or as required in the cable trench manufacturer's installation instructions. See Civil Drawings for Cable Trench subdrain details.

2. Cable trench shall be installed flushed with asphalt pavement surfaces and sloped to follow the substation grade.

3. Concrete mow band shall be provided, on both sides of the trench as indicated on the Drawings.

4. Cable protection shall be provided at the edges where the cable trench transition into pullboxes.

D. Manholes and Pullboxes: Manholes installation shall be in accordance with the requirements of SVP UG 0350. Pullboxes shall be installed at the locations indicated on the Drawings.

E. Disposition of Surplus Material: Surplus or other soil material not required or suitable for filling, backfilling, or grading shall be removed from the site and properly disposed of by the Contractor.

END OF SECTION

SECTION 16380

UNDERGROUND RACEWAY SYSTEM

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SECTION 16390

GROUNDING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work under this section consists of furnishing all the required equipment, materials, labor, tools, and supervision to install and test a complete ground grid system including all the grounding hardware. Also included in this section is the grounding of all the electrical equipment, switch operating platforms, steel structures, fences, gates, lighting poles, cabinets, switchgear and control buildings, and steel platforms, to the substation ground grid.

B. Assist with electrical tests of Ground Grid system.

1.2 RELATED SECTIONS

A. All Division 16 Sections

1.3 RELATED REFERENCES

A. CALIFORNIA CODE OF REGULATIONS (CCR)

1. Title 24, Part 3, California Electrical Code (CEC)

B. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1. B3, Standard Specification for Soft or Annealed Copper Wire

2. B8, Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

3. B228, Standard Specification for Concentric-Lay-Stranded Copper-Clad Steel Conductors

C. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

1. Standard 81, Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following material shall be submitted:

1. Manufacturer's Catalog Data

a. Ground cable

b. Ground rods

c. Grounding connectors, hardware and molds

SECTION 16390

GROUNDING

PART 2 - PRODUCTS

2.1 MATERIALS

A. Buried ground cables shall be soft drawn, bare copper cables, concentric-stranded, in accordance with ASTM B8. The solid wires used in forming the cables shall be in accordance with ASTM B3.

B. Ground cables terminating in above ground structures and equipment shall be copper clad steel, 40% conductivity, concentric-stranded copper clad steel conductors, in accordance with ASTM B228.

C. The Contractor shall use the exothermic (Cadweld) process for connecting the ground cables at each intersection and for making the ground conductor connections from equipment, structures, and ground rods to the substation ground grid. Installers making these connections shall strictly follow the procedures specified in the Cadweld instructions.

D. Ground rods shall be copper clad steel, ¾-inch in diameter, 10-feet long.

E. All ground connectors shall be copper exothermically connected to the ground conductor and bolted type to the equipment, or structure ground pads.

PART 3 – EXECUTION

3.1 INSTALLATION

A. The main ground grid and ground rods shall be installed as indicated on the Drawings. The main ground grid, in areas covered by the concrete mat slab, shall be installed 18" below the concrete mat slab. In all other areas, the ground grid shall be installed 18" below rough dirt grade. All electrical equipment, steel structures, fence, gates, switchgear building, control building, pullboxes, shall be connected to the ground grid using bare, stranded, copper clad conductor of the size indicated on the Drawings.

B. Connections to the ground grid shall be made using exothermic weld process. Welds which have "puffed up" or which show convex surfaces, indicating improper cleaning will not be acceptable. All paint, scale, enamel, etc., shall be removed from points of contact on metal surfaces before ground connections are made.

3.2 TESTS

A. Ground Grid will be tested by the City's testing contractor as specified in Section 16080, Substation Acceptance Testing. Contractor to provide a qualified electrician to assist in all testing operations. Contractor to correct any deficiencies found on work performed under this contract.

END OF SECTION

SECTION 16463

POWER TRANSFORMERS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Work by Transformer Manufacturer

1. Transformer manufacturer will be responsible for the following work at the site:

   a. Deliver, unload, and place the transformer on its concrete pad.

   b. Perform external and internal inspection of the transformer. Remove any internal bracings installed in transformer tank for transportation.

   c. Assemble and install all components shipped loose to the site, such as radiators, fans, bushings, lightning arresters, VT's, neutral reactor, etc.

   d. Dry, filter, provide and fill up transformer with oil. Provide inert gas blanket.

   e. Program and calibrate Dynamic Ratings and Calisto units.

   f. Develop and upload LTC settings in Dynamic Ratings units.

   g. Perform complete electrical and mechanical adjustments and touch-up painting.

   h. Conduct field test and make transformer ready for energization.

B. Work by Contactor

1. The work by Contractor includes all the required labor, tools, equipment, materials, and supervision to perform the following for the City-furnished power transformers.

   a. Anchor transformer to its concrete pad as detailed on the Contract Drawings.

   b. Install conduits, external wiring and grounding.

   c. Install HV and LV bus connections.

   d. Assist with electrical tests, energizing, and commissioning of Power Transformer.

SECTION 16463

POWER TRANSFORMERS

1.2 RELATED SECTIONS

A. Section 16120, Wires and Cables

B. Section 16390, Grounding

C. Section 16080, Substation Acceptance Testing

1.3 REFERENCES

A. CALIFORNIA CODE OF REGULATIONS (CCR)

1. Title 24, Part 3, California Electrical Code (CEC)

B. AMERICAN NATIONAL STANDARD INSTITUE (ANSI)

1. C2, National Electrical Safety Code

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures. The following shall be submitted:

1. Welder's Certification.

2. Reports of all inspection, adjustment, and test results.

1.5 QUALITY ASSURANCE

A. Only personnel specialized and experienced in high voltage power equipment shall perform the work.

B. Contractor shall make himself familiar with all manufacturer's equipment prior to start the work.

C. All electrical and mechanical inspection after installation. Perform all corrective work necessary to rectify any discrepancies in the work performed by Contractor and discovered during the performance of acceptance tests by the City's testing company.

1.6 EQUIPMENT PROTECTION

A. All necessary means shall be used to protect the transformer before, during and after installation, and to protect the installed work and materials of other trades.

B. Only equipment and material capable of safely moving and handling the work required to be performed by this Contract shall be used.

C. In the event of damage to equipment during installation work by Contractor, immediately repair and/or replace the damaged equipment at no cost to the City.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. The City has pre-purchased the transformer units for installation at the site by the manufacturer. The City will turn over the above equipment and materials, including manufacturer's shop drawings, to the Contractor at the Fairview Substation project site, as applicable, upon completion of transformer installation by the manufacturer. The Contractor will be responsible for inspection of the transformer, and related equipment, and for anchoring the transformers to their concrete pads.

B. All other materials, including, but not limited to, stud connectors, ground connectors, conduits, ground wire, insulated wires and cables, anchoring hardware, nuts, bolts, washers, ground connectors and hardware, etc., shall be furnished by the Contractor, subject to the approval of the City, as required by the related specification sections.

PART 3 - EXECUTION

3.1 CONTRACTOR'S COORDINATION WITH MANUFACTURER'S INSTALLATION PERSONNEL

A. Prior to arrival of equipment to the project site, Contractor shall make a thorough examination and inspection of the site with the manufacturer's installation personnel to determine the extent of site preparation required for equipment delivery, off-loading, lifting and placement on the pad, and installation. Contractor shall ensure project site is adequately prepared for transformers delivery and offloading in advance of the scheduled delivery date. In agreement with equipment manufacturer, determine the extent of preparation required to facilitate the delivery, staging, rigging and installation of the equipment by manufacturer personnel.

3.2 NOTICE OF EQUIPMENT DELIVERY DATE TO CONTRACTOR

A. When the equipment is ready to be delivered by the manufacturer, the Contractor will be notified by the City's Representative of the scheduled delivery date at the project site. The Contractor shall prepare the area for unloading and/or storage of the equipment at the Fairview Substation project site. The Contractor shall provide temporary pads suitable for the equipment weights and dimensions identified by the manufacturer.

3.3 EQUIPMENT STORAGE

A. Equipment that must be stored on site before installation and assembly shall be protected in accordance with manufacturer's instructions. Provide covers and heaters to protect sensitive equipment against rain and moisture build-up.

3.4 PREPARATION

A. Carry out all the required preparation in a professional manner.

B. Concrete foundations shall be constructed in accordance with the manufacturer's requirements and dimensional tolerances.

C. All project site areas and access routes required for crane and equipment transport, access, setup, and movement shall be suitably level, compacted and free of obstructions to permit equipment delivery, offloading and placement on their concrete pads.

D. Contractor shall ensure that all underground utilities and substructures are protected from damage.

3.5 INSTALLATION

A. Conduits, external electrical connections, including bus High and Low Voltage Bus Work, power and control wiring, and grounding shall be performed in accordance with the Contract Drawings and this Specification.

3.6 FIELD TESTING AND INSPECTION

A. After the transformers have been set in place, and prior to performance of field tests, Contractor shall:

1. Verify that transformers are properly anchored and transformer bases properly sealed.

2. Verify that transformer and equipment contained therein have no damage as a result of Contractor's work.

3. Verify that all High Voltage and Low Voltage bus connections have been completed and check tightness of all bolted connections with calibrated torque wrench.

4. Verify that all ground connections to the transformers have been completed and check tightness of all bolted connections with calibrated torque wrench.

5. Ensure all power and control wiring terminations are secure and tight.

6. Clean all areas used to perform and carry Contractor's work.

B. Power transformer will be tested by the City's testing company as specified in Section 16080, Substation Acceptance Testing. Contractor to provide a qualified electrician to assist in all testing operations. Contractor to correct any deficiencies found on work performed under this contract.

C. Contractor shall provide a source of 120 V AC power within 100 feet of the transformers for use by the City's testing agency.

END OF SECTION

SECTION 16463

POWER TRANSFORMERS

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SECTION 16466

ALUMINUM BUS AND BUS HARDWARE

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work under this section includes furnishing of all equipment, materials, labor, tools, and supervision, to assemble, install and test the required aluminum buses, bus-support insulators, bus hardware and damping conductors.

B. Assist with electrical tests, energizing, and commissioning of 60 kV and 12 kV Buses.

1.2 RELATED SECTIONS

A. Section 05120, Structural Steel

B. Section 05560, Metal Fabrications

C. Section 16390, Grounding

D. Section 16080, Substation Acceptance Testing

1.3 REFERENCES

A. AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)

1. C2, National Electrical Safety Code

B. CALIFORNIA CODE OF REGULATIONS (CCR)

1. Title 24, Part 3, California Electrical Code (CEC)

C. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1. B241/B241M, Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube

D. STATE OF CALIFORNIA, PUBLIC UTILITIES COMMISSION

1. GO 95, Rules for Overhead Electric Line Construction

E. AMERICAN WELDING SOCIETY (AWS)

1. D1.2/D1.2M, Structural Welding Code – Aluminum

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following material shall be submitted:

1. Product Data

   a. Aluminum Buses

   b. Bus Support Insulators

   c. Bus Connectors

   d. Bolts, Washers, Lockwashers and Nuts

   e. Bus damping conductor

2. Welder Certification and Credentials

3. Connectors Manufacturer's recommended Welding Method and Procedures

1.5 QUALITY ASSURANCE

A. All aluminum buses, insulators, bolted and welded bus connectors, hardware, and damping conductor, shall be installed in complete conformance with the recommendations of the manufacturer and the Drawings.

B. All aluminum welding shall be done in strict conformance with the latest recommendations of the American Welding Society and the Aluminum Association.

1.6 STORAGE AND HANDLING

A. The Contractor shall unpack, clean, and check the aluminum bus immediately upon receipt from the carrier. The Contractor shall remove all materials which might damage the bus finish and store the bus in such a manner that the finish will be protected.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Bus support insulators shall be porcelain, station post type, gray glaze, with strength rating and BIL as indicated on the Drawings. Insulators shall be provided with stainless steel hardware for installation on support structures indicated on the Drawings.

B. Aluminum buses shall be 6063-T6 aluminum alloy, schedule 40 or 80, of the sizes indicated on the drawings.

C. Bus connectors shall be bolted or welded type, either of aluminum or bronze alloy as indicated on the Drawings.

D. Contractor shall provide all bolts, washers, lockwashers and nuts for all pad to pad connections. This hardware shall be 18-8 stainless steel.

E. Contact surface sealant and electrical joint compound shall be used for all rigid bus connections between aluminum to aluminum or aluminum and copper connections. Compound shall be as recommended by the bus connector manufacturer.

F. Bus damping conductor shall be All Aluminum Conductor (AAC).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Prior to performing any work of this section, carefully inspect the installed work of other trades and verify that all such work is complete to the point where installation under this section can properly commence.

3.2 PREPARATION

A. Carry out all the required preparation in a professional workman like manner.

3.3 INSTALLATION

A. Following inspection and preparation, perform installation in strict accordance with Drawings and manufacturer's instructions.

B. All welding shall be performed by a qualified, certified, and experienced welder.

C. ¼-inch diameter weep holes shall be drilled in all bus risers, bends, and horizontal runs at the lowest practical point to drain moisture accumulation. All holes shall be reamed to remove sharp edges.

D. Damping conductor shall be installed in all horizontal bus runs as shown on the Drawings and as approved by the City.

E. Bending of aluminum pipe, where required, shall be limited to an inside bending radius of 8 times the diameter of the pipe.

F. For installation of all bolted and welded connectors, strictly follow all the instructions given in manufacturer's catalog.

3.4 TESTS

A. The completed aluminum rigid bus installation will be tested as specified in Section 16080, Substation Acceptance Testing. Contractor to provide a qualified electrician to assist in all testing operations. Contractor to correct any deficiencies found on work performed under this contract.

END OF SECTION

SECTION 16520

YARD LIGHTING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work under this Section includes furnishing of all equipment, materials, labor, tools and supervision to provide luminaires for exterior use.

B. Assist with electrical tests, energizing, and commissioning of Yard Lighting system.

1.2 RELATED SECTIONS

A. Section 16080, Substation Acceptance Testing

B. Section 16110, Manholes, Boxes, Raceways and Fittings

C. Section 16120, Wires and Cables

D. Section 16390, Grounding

1.3 REFERENCES

A. AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)

1. C2, National Electrical Safety Code

2. ANSI/NEMA C78.42, American National Standard for Electric Lamps – High-Pressure Sodium Lamps

3. ANSI/NEMA C82.4, Ballasts for High-Intensity-Discharge and Low Pressure Sodium Lamps (Multiple Supply Type)

B. ILLUMINATING ENGINEERING SOCIETY (IES)

1. Lighting Handbook

C. CALIFORNIA CODE OF REGULATIONS (CCR)

1. Title 24, Part 3, California Electrical Code (CEC)

D. UNDERWRITTERS LABORATORIES, INC. (UL)

1. 1029, High-Intensity-Discharge Lamp Ballasts

2. 1572, High-Intensity-Discharge Lighting Fixtures

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures." Submit manufacturer's data, shop drawings and test reports.

B. Manufacturer's Data

1. Luminaires
2. Poles
3. Brackets
4. Backbox
5. Lamps

C. Shop Drawings

1. Luminaires, poles, and brackets: Include dimensions, accessories, and installation and construction details. Provide photometric data for all fixtures.

D. Certified Test Reports

1. Luminaires: Distribution data according to IES classification type as defined in IES Lighting Handbook.
2. All inspection and adjustment reports.

PART 2 - PRODUCTS

2.1 LUMINAIRES

A. UL 1572. Provide luminaires as indicated. Provide luminaires complete with high-pressure sodium lamps of the number, type, and wattage indicated.

B. Ballasts for High-Intensity-Discharge (HID) Luminaires: UL 1029 and ANSI/NEMA C82.4, and shall be constant wattage autotransformer (CWA) type. Ballasts shall be designed to operate on the voltage system to which they are connected. Provide single lamp ballasts with a minimum starting-temperature of minus -30°C. Ballasts shall be constructed so that open circuit operation will not reduce their average life. High Pressure Sodium (HPS) ballasts shall have a solid state igniter/starter with an average life in the pulsing mode of 10,000 hours at an igniter/starter case temperature of 75°C. Average life is defined as the time after which 50% will have failed and 50% will have survived under normal conditions.

2.2 POLES

A. Provide poles of the height, style, wall thickness, and with the fixture mounting provisions as shown on the Drawings. Poles shall be one-piece construction, provided with a gasketed hand hole cover, base cover, and

internal ground lug. Finish color of the poles shall match that of the fixtures and brackets.

PART 3 - EXECUTION

3.1 INSTALLATION

A. ANSI C2, CEC, and to the requirements specified on the Drawings and as recommended by the equipment manufacturers.

B. Install wiring for lighting systems in accordance with the circuit and conduit schedules included on the Drawings. Splices in wiring shall be made in above grade junction boxes and in base of lighting poles handholes. Wiring shall not be spliced in substation concrete handholes or concrete pullboxes or in cable trenches.

3.2 GROUNDING

A. Ground non-current-carrying parts of equipment. Where the copper grounding conductor is connected to a metal other than copper, provide specially treated or lined connectors suitable for this purpose.

3.3 TESTS

A. Field tests will be in accordance with Section 16080, Substation Acceptance Testing. Contractor to provide a qualified electrician to assist in all testing operations. Contractor to correct any deficiencies found on work performed under this contract.

END OF SECTION

SECTION 16520

YARD LIGHTING

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SECTION 16900

STORMWATER PUMP POWER AND CONTROLS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work under this section includes furnishing, installing and testing of all required power and control devices for the stormwater pump. The work includes, but is not necessarily limited to: a wall mounted power and control unit; conduits and wiring from the power and control unit to the wet well; and float switches in the wet well.

1.2 RELATED SECTIONS

A. Section 16110, Manholes, Boxes, Raceways and Fittings

B. Section 16120, Wires And Cables

1.3 REFERENCES

A. CALIFORNIA CODE OF REGULATIONS

1. Title 24, Part 3, California Electrical Code (CEC)

B. UNDERWRITERS LABORATORIES, INC. (UL)

1. UL 83 Thermoplastic-Insulated Wires and Cables

C. INSULATED CABLE ENGINEERS ASSOCIATION, INC. (ICEA)

1. S-95-658 Nonshielded 0-2kV Cables

D. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1. ASTM B-3 Specification for Soft or Annealed Copper Wire

2. ASTM B-8 Specification for Concentric-Lay-Stranded Copper Conductors Hard, Medium-Hard, or Soft

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures." The following material shall be submitted:

1. One-line diagram of the power and control systems.

2. Dimensioned drawings of the power and control unit.

3. Manufacturer's data for each component of the system.

1.5 SUPPLIER

A. To assure compatibility of the control and power unit with the stormwater pump, the control and power unit shall be furnished by the pump manufacturer.

B. Submittals shall be in accordance with Division 1, Section 01330 "Submittal Procedures". The following material shall be submitted:

1. One-line diagram of the power and control systems.

2. Dimensioned drawings of the power and control unit.

3. Manufacturer's data for each component of the system.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL UNIT

A. All of the power and control elements shall be mounted in a NEMA 4X enclosure suitable for mounting on a concrete equipment pad.

B. The enclosure shall be a tan color or shall be painted a tan color.

C. The enclosure shall have an outer door that does not include any electrical equipment. The outer door shall have a locking handle with a 3-point latch.

D. The electrical indicators and switches shall be mounted on an inner door.

E. Power supply to the power and control unit will be 208 volt, 3 phase. The power supply to the unit is shown on the electrical drawings and is not covered in this section of the specifications.

2.2 POWER EQUIPMENT

A. The power equipment shall include at least the following items:

1. A main disconnect switch, 22KA minimum.

2. A motor starter for the 5 horsepower pump that is specified elsewhere.

3. A 208/120 volt transformer to provide power for control circuits.

4. Push to test pilot lights. The pump "run" light shall be green. The pump "fail" light shall be red.

5. An elapsed time meter (ETM) for the pump motor.

6. A cycle counter.

2.3 CONTROL EQUIPMENT

A. The control equipment shall include at least the following items:

1. Three float switches in the wet well for high water level alarm, pump start, and pump off. The float switches shall be mounted in such a manner that the elevations of the float switches can be easily changed. All mounting hardware shall be stainless steel. The high water level alarm float switch shall be mounted at the elevation of the invert of the pipe that discharges from the holding tank. The pump start float switch shall be mounted six inches below the high water level alarm float. The pump off float switch shall be mounted at an elevation six inches above the top of the volute of the pump.

2. A vandal resistant, red, flashing light on top of the power and control unit enclosure.

3. A form C alarm contact for possible future use in relaying an alarm signal to some other location.

2.4 CONDUIT AND WIRING

A. Two 2-inch conduits shall extend from the power and control unit enclosure to the wet well. The conduits shall conform to the other electrical specification sections except that all bends shall be long radius sweeps. The conduits shall enter the wet well through the side wall and shall be near the top of the wet well. The conduits shall be grouted to prevent leakage around them.

B. One conduit shall contain the power cable from the stormwater pump. The power cable shall extend from the pump all the way to the power and control enclosure, which is approximately 30 feet away, without splices.

C. The second conduit shall contain the pairs of wires from the three float switches (six wires total). The float switch wires shall also extend from the float switches all the way to the power and control enclosure without splices.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All wires and cables shall be installed as required by the Drawings, Specifications, and in accordance with the manufacturer' s instructions.

B. All wires and cables shall be continuous without splices or joints from terminal to terminal.

C. All conductors shall be terminated with high conductivity copper, non-insulated ring terminals having at least two (2) indentations per connector. Terminations shall be made with suitable tools of the ratchet or toggle mechanism type that assures complete crimping before tool can be removed.

D. Clean conductor surfaces before installing terminals. All terminals shall be of proper size for use on the associated wire and terminal screw or stud.

E. Each wire shall be marked or tagged at each end with white heat shrinkable wire markets, Critchley or approved equal. Wire markers shall not be heat shrinked. Wire identification number shall be as indicated on the Drawings that are submitted.

F. A circuit number tag shall be fastened to each cable or wire grouping at each end. Cable tags shall be of the heat shrink type. Cable identification number shall be as indicated on the submitted Drawings.

G. Five feet of slack shall be left in the pump power cable. Ten feet of slack shall be left in the float switch cables. The slack shall be neatly coiled in the power and control unit enclosure or in the wet well to avoid interference with operations or other facilities.

H. All wires and cables damaged in installation, of the wrong size and type, cut too short, etc., shall be replaced solely at the Contractor's expense.

I. Sufficient slack shall be left at the terminations of wires and cables to make connections conveniently to equipment, fixtures, and devices. Unused conductors at the ends of a multi-conductor cable shall be retained in a length equal to that of the longest conductor, at each end of that multi-conductor cable, if practical.

J. Wires and cables shall not be pulled into conduits until the conduit runs have been cleaned and are free from obstructions and sharp corners. A clean, dry tight-fitting rag shall be drawn through the conduit immediately before installing the wires and cables. Where a lubricant is needed as an aid to the pulling of wires and cables, only UL approved material not injurious to the

wire and cable jackets shall be used. If fish tapes are used, they shall be fitted with terminal balls to avoid damage to interior finishes.

3.2 TESTS

A. The power and control unit shall be tested at the factory, prior to shipment to the site.

B. At the site, the power and control system shall be tested as specified in Section 16080. The Contractor shall provide a qualified electrician to assist in all testing operations. The Contractor shall correct any deficiencies found on work performed under this contract.

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FAIRVIEW SUBSTATION

CITY OF SANTA CLARA

CALIFORNIA

DRAWING INDEX

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FV-E-0-X-154	CIRCUIT SCHEDULE – SHEET 1 OF 3	A	02/25/14
FV-E-0-X-155	CIRCUIT SCHEDULE – SHEET 2 OF 3	A	02/25/14
FV-E-0-X-156	CIRCUIT SCHEDULE – SHEET 3 OF 3	A	02/25/14
FV-E-0-X-157	CONDUIT SCHEDULE – SHEET 1 OF 3	A	02/25/14
FV-E-0-X-158	CONDUIT SCHEDULE – SHEET 2 OF 3	A	02/25/14
FV-E-0-X-159	CONDUIT SCHEDULE – SHEET 3 OF 3	A	02/25/14
FV-E-0-X-160	SUMP PUMP WIRING SCHEMATIC AND INSTALLATION DETAIL	A	02/25/14
FV-E-0-X-161	BUS AND EQUIPMENT IDENTIFICATION NAMEPLATES	A	02/25/14
FV-E-0-X-162	PULLBOX DEVELOPMENT – SHEET 1 OF 3	A	02/25/14
FV-E-0-X-163	PULLBOX DEVELOPMENT – SHEET 2 OF 3	A	02/25/14
FV-E-0-X-164	MISCELLANEOUS DETAILS – SHEET 3 OF 3	A	02/25/14
FV-E-1-X-41	EXTERNAL CONNECTIONS TRANSF T1	A	02/25/14
FV-E-2-X-41	EXTERNAL CONNECTIONS TRANSF T2	A	02/25/14

SANTA CLARA DWG NO	DRAWING TITLE	REVISION NO.	REVISION DATE
	ELECTRICAL DRAWINGS		

SANTA CLARA DWG NO	DRAWING TITLE	REVISION NO.	REVISION DATE
	ELECTRICAL DRAWINGS		

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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FAX (408) 986-8627
PROJECT NO. 12200-04

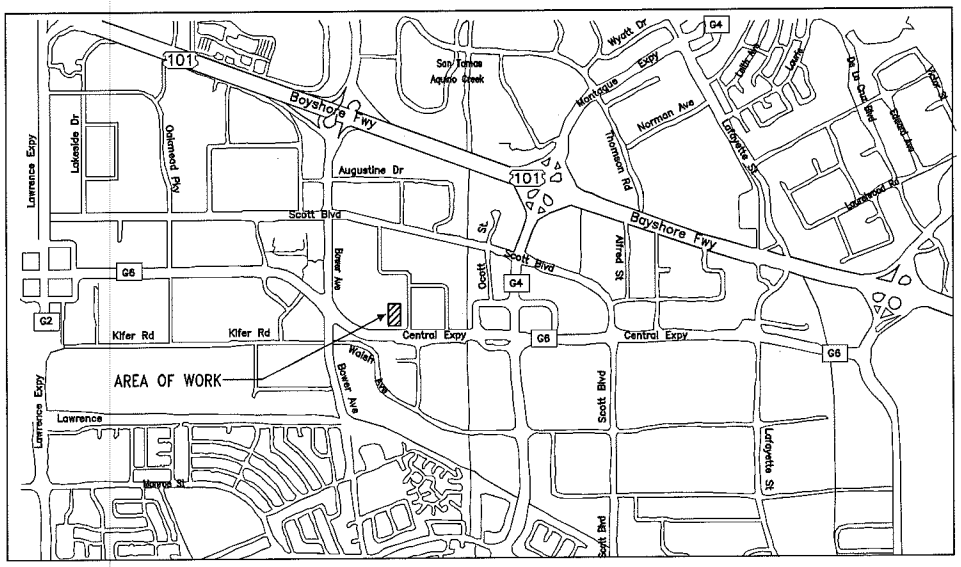
FAIRVIEW SUBSTATION

TITLE SHEET AND DRAWING INDEX

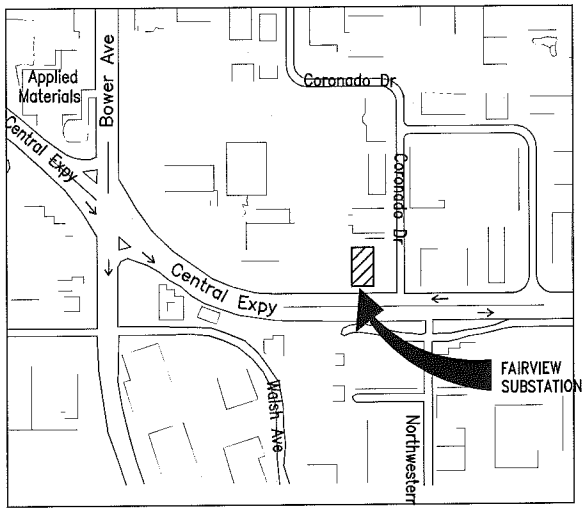
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: VM
SCALE: NONE
DATE: 11/11/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER: FV-G-0-X-3
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-G-0-X-3.dwg, Jan. 24, 14 3:55 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: FV-BASEB1-CP



1 LOCATION MAP
N.T.S.



2 VICINITY MAP
N.T.S.

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

LOCATION AND VICINITY MAP

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY:
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH OF

DRAWING NUMBER FV-G-0-X-4
REV A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-G-0-X-4.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: FV-BORDER-CP

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FV-C-D-X-3	SITE DEMOLITION PLAN
FV-C-0-K-4	SITE HORIZONTAL CONTROL SURFACE MATERIALS PLAN
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STANDARD GENERAL NOTES

1. THE CDNTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND CDMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE CDURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PRDPERTY, THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUDUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

2. EXCAVATIONS SHALL BE ADEQUATELY SHDRED, BRACED AND SHEETED SO THAT THE EARTH WILL NDT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK DF ADEQUATE SHORING, BRACING, AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS DR RECONSTRUCTIDN AT HIS OWN EXPENSE. WHERE THE EXCAVATION FOR A CDNDUIT, TRENCH, AND/DR STRUCTURE IS FIVE FEET DR MORE IN DEPTH, THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING AND BRACING OR EQUIVALENT METHDD, FOR THE PROTECTION OF LIFE, OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION DF INDUSTRIAL SAFETY OF THE STATE DF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS.

3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE WORK SHDWN IN THESE PLANS FRDM THE APPROPRIATE AGENCIES, AND TO COMPLY WITH THEIR CONDITIONS AND REQUIREMENTS.

4. THE CDNTRACTOR SHALL TAKE EFFECTIVE ACTION TO PREVENT THE FORMATIDN OF AN AIRBDRNE DUST NUISANCE AND SHALL BE RESPDNSIBLE FOR ANY DAMAGE RESULTING FROM HIS FAILURE TO DO SD.

5. THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR PRIVATE PROPERTY ADJACENT TO WORK THROUGHDUT THE PERIOD DF CONSTRUCTION.

B. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR SAFETY.

7. THE CDNTRACTOR SHALL POST EMERGEHCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THDSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF JOB SITE.

8. ALL RETURN RADII AND CURB DATA ARE TO FACE OF CURB.

B. EXISTING UNDERGRDUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS DF THE INFORMATIDN SHOWN. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AT (BDD) 227-28DD AT LEAST 2 WORKING DAYS IN ADVANCE OF CONSTRUCTIDN TO FIELD LOCATE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIDNAL COST INCURRED AS A RESULT DF THE CONTRACTDR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION SHALL BE BORNE BY THE CDNTRACTOR AND IS DEEMED INCLUDED AND MERGED IN THE CONTRACT PRICE.

1D. ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE LOCAL AGENCY ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.

11. IF ARCHAEDLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 1DD FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIDNAL ARCHAEOLOGIST WHD IS CERTIFIED BY THE SOCIETY OF CALIFDRNIA ARCHAEDLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGY (SOPA) HAS HAD AN OPPDRTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.

12. THE CDNTRACTOR SHALL MEET AND FDLLOW ALL NATIONAL POLLUTANT DISCHARGE ELIMINATIDN SYSTEM (NPDES) REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTIDN.

13. SHDULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE SVP PROJECT MANAGER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

14. CONTRACTOR SHALL ARRANGE, INSTALL, AND PAY FOR ANY TEMPORARY UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, ELECTRIC, SEWER, WATER, ETC.. THE CONTRACTOR IS TO CDDRDINATE ANY SUCH UTILITY NEEDS WITH THE GOVERNING/LOCAL UTILITY AGENCIES.

15. CONTRACTOR SHALL MAINTAIN ADEQUATE CLEARANCE WHEN WORKING WITH LARGE EQUIPMENT FROM EXISTING DVERHEAD HIGH VOLTAGE ELECTRIC LINES.

SWPPP NOTES

1. THE INTENT OF THE SWPPP SITE PLAN IS TD SHDW SUGGESTED MINIMUM MEASURES TO SUBSTANTIALLY REDUCE POLLUTANT-LADEN AND SEDIMENT-LADEN RUNOFF FRDM LEAVING THE LIMITS OF THE SITE.

2. THE CONTRACTOR SHALL IMPLEMENT THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AS PREPARED BY THE QUALIFIED SWPPP DEVELDPER (QSD).

3. THE APPROVED SWPPP SHALL BE KEPT AT THE SITE AND UPDATED AS CONDITIONS MAY CHANGE THROUGHOUT THE CONSTRUCTION PERIOD.

4. A QUALIFIED REPRESENTATIVE FROM CITY DF SANTA CLARA SHALL PERFORM CDNSTRUCTION OBSERVATION ON ALL ERDSION AND SEDIMENT CONTROL MEASURES TO VERIFY THAT ALL MEASURES HAVE BEEN INSTALLED ACCDRDING TO THESE PLANS AND THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PRIOR TO DCTOBER 15TH.

5. THESE PLANS MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. IN GENERAL, THE CDNTRACTOR IS RESPONSIBLE FOR KEEPING ANY SEDIMENT FRDM LEAVING THE SITE. FIBER ROLLS, STRAW BALES, SAND BAGS, AND SILT FENCES SHALL BE USED BY THE CONTRACTOR DN AN AS NEEDED BASIS TO INHIBIT SILT FROM LEAVING THE SITE AND ENTERING THE STORM DRAIN SYSTEM. ALL EXISTING, TEMPORARY, DR PERMANENT CATCH BASINS SHALL USE ONE OF THE SEDIMENT BARRIERS SHOWN.

   THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED WITH ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURE MAINTENANCE THROUGHOUT THE DURATION OF THE PROJECT.

6. THE CONTRACTOR WILL BE LIABLE FOR ANY AND ALL DAMAGES TO PUBLIC AND/OR PRIVATE OWNED AND MAINTAINED RDAD CAUSED BY THE CONTRACTOR'S GRADING ACTIVITIES, AND WILL BE RESPONSIBLE FOR THE CLEANUP OF ANY MATERIAL SPILLED DN ANY PRIVATE STREET OR PUBLIC STREET ALONG THE HAUL ROUTES. PUBLIC ROADS AND ADJACENT PRIVATE PROPERTY SHALL BE CLEANED AT THE END OF EACH WORKING DAY AND AS DEEMED NECESSARY BY THE CITY.

7. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE OPERABLE YEAR AROUND OR UNTIL VEGETATION IS ESTABLISHED ON LANDSCAPED SURFACES.

8. DURNG THE RAINY SEASON, ALL PAVED AREAS ARE TO BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE IS TO BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-LADEN RUNOFF TO ANY STORM DRAIH SYSTEM.

8. ALL EROSION CONTROL FACILITIES MUST BE MONITORED AS REQUIRED BY THE CITY OF SANTA CLARA AND/DR THE CALIFORNIA REGIDNAL WATER QUALITY CONTROL BOARD (CRWQCB). ALL SLOPES SHALL BE REPAIRED AS SOON AS POSSIBLE WHEN DAMAGED.

1D. BDRROW AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE ERDSION CONTROL MEASURES (TARPS, STRAW BALES, SILT FENCES, ETC.) TO ENSURE SILT DOES NOT LEAVE THE SITE OR ENTER THE STORM DRAIN SYSTEM.

11. ALL TRUCK TIRES SHALL BE CLEANED PRIOR TO EXITING THE PROPERTY.

12. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES AS REQUIRED BY THE CITY OF SANTA CLARA AND/OR THE CRWQCB.

13. DURING PERIODS WHEN STORMS ARE FORECAST:
   a. EXCAVATED SDILS SHOULD NOT BE PLACED IN STREETS OR ON PAVED AREAS.
   b. ANY EXCAVATED SOILS SHOULD BE REMOVED FROM THE SITE BY THE END OF THE DAY.
   c. WHERE STOCKPILING IS NECESSARY, USE A TARPAUL IN OR SURROUND THE STOCKPILED MATERIAL WITH FIBER ROLLS, STRAW BALES, SILT FENCE. OR OTHER RUNOFF CONTROLS.
   d. USE INLET CONTROLS (E.G. FILTER MAT) FOR STORM DRAIHS ADJACENT TO THE STOCKPILED SOIL.
   e. THOROGHLY SWEEP ALL PAVED AREAS EXPOSED TO SOIL EXCAVATION AND PLACEMENT.

14. DURING PERIODS WHEN STORMS ARE NDT FORECAST:
   a. PREVENT STOCKPILED MATERIAL FROM ENTERING THE STORM DRAIN SYSTEM.
   b. THOROUGHLY REMOVE LODSE SOIL VIA SWEEPING FOLLOWING REMOVAL OF DIRT.

15. EROSIDN CONTROL MEASURES ARE FOR CONSTRUCTION BETWEEN OCTOBER 15 AND APRIL 15. OPEN SPACE AREAS ARE TO BE PLANTED BY SEPTEMBER 15. IF THESE CONDITIONS ARE NDT MET, CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.

16. DURING VARIDUS PHASES OF CDNSTRUCTION, THE CONTRACTOR SHALL INSTALL APPROPRIATE CONSTRUCTION ENTRANCE(S).

17. EROSION CONTROL MEASURES SHOWN ON THESE PLANS SHALL BE MAINTAINED, REPAIRED AND REPLACED AFTER EACH SIGNIFICANT RAINFALL OR AS DIRECTED BY THE CITY OF SANTA CLARA AND/OR CRWQCB.

18. ALL DRAINAGE INLETS WITHIN AND NEAR THE PROJECT SITE SHALL BE PROVIDED WITH SEDIMENT BARRIERS AS PER THESE PLANS.

19. SEDIMENT DAMS SHALL BE CHECKED FOR SEDIMENT ACCUMULATION AFTER EACH SIGNIFICANT RAINFALL. SEDIMENT SHALL BE REMDVED FROM THESE DEVICES WHEN IT HAS ACCUMULATED TO THREE-QUARTERS OF THE ORIGINAL STORAGE HEIGHT.

2D. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE CITY OF SANTA CLARA AND/OR THE CRWQCB BASED ON FIELD REVIEWS OF THE SITE.

21. DAMAGED EROSION CONTROL DEVICES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR, AT THE EXPENSE OF THE CONTRACTOR, AS SOON AS PRACTICAL AFTER THE DAMAGE OCCURS.

22. DURING GRADING OPERATIONS THE SITE SHALL BE WATERED ON A DAILY BASIS TO MINIMIZE THE RELEASE OF DUST AND OTHER PARTICULATE MATTER.

PROJECT SPECIFIC NOTES

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SAVE AND PROTECT ANY EXISTING SURVEY MONUMENTS WHICH ARE NDT IDENTIFIED FOR REMOVAL AND REPLACEMENT ON THE PROJECT PLANS.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST STANDARD DRAWINGS AND STANDARD SPECIFICATIONS OF THE CITY OF SANTA CLARA.

3. THE CONTRACTOR SHALL PROCURE FROM THE CITY OF SANTA CLARA AND ALL OTHER APPLICABLE AGENCIES, ALL PERMITS AND LICENSES, PAY ALL CHARGES AND FEES AND GIVE ALL NOTICES NECESSARY (TWO WORKING DAYS MINIMUM) FOR INSTALLATION OF APPLICABLE IMPROVEMENTS DELINEATED HEREDN.

4. THE CONTRACTOR SHALL NOTIFY THE SILICON VALLEY POWER PROJECT MANAGER AND CITY INSPECTOR AT LEAST 24 HOURS PRIOR TO STARTING WORK.

5. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRIC AND FIBEROPTIC SERVICE BY SILICON VALLEY POWER.

6. CONSTRUCTION HDURS SHALL BE LIMITED TO THE HOURS OF 7:DD A.M. TO 7:00 P.M., MONDAY THROUGH FRIDAY FOR ANY ON-SITE OR OFF-SITE WORK. THE CONTRACTOR SHALL ARRANGE FOR DAYS ANO HOURS BESIDES THDSE TIMES NOTED ABOVE, WITH THE CITY OF SANTA CLARA.

7. FOR SITE ELECTRICAL WORK, SEE ELECTRICAL PLANS.

8. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING SURFACE IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE THERETO.

9. ALL TRASH, DEBRIS, ROOTS, TREE REMAINS AND OTHER RUBBISH FROM DEMOLITION WORK SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE SO AS TO LEAVE THE CONSTRUCTION AREA NEAT WITH THE FINISHED APPEARANCE FREE FROM UNSIGHTLY DEBRIS. ND BURNING SHALL BE PERMITTED. TREE STUMPS SHALL BE COMPLETELY REMOVED TO A MINIMUM 24" BELOW EXISTING GRADE. ALL ROCKS GREATER THAN 1/2" IH DIAMETER SHALL BE REMDVED FROM THE UPPER 8" OF SOIL AT ALL PLANTER AREAS DURING FINE GRADING OF THE SITE.

10. BENCHMARK:
   - TOP OF CURB AT CATCH BASIN, T.B.M. ELEVATION = 33.40 TAKEN FROM PLANS ENTITLED "SANTA CLARA BUSINESS PARK" BY J. DON MINCEY ASSOCIATES DATED 3-14-73, JOB NO. 7211. THE CONTOUR INTERVAL IS ONE FOOT.

11. CONTRACTOR SHALL NOT DEMOLISH ANY ELECTRICAL FACILITIES WITHOUT THE PRIOR RELEASE FROM SILICON VALLEY POWER.

STORM DRAIN NOTES

1. SEE SPECIFICATIONS FOR STORM DRAIN PIPE MATERIAL.

2. STORM DRAIN MANHOLES SHALL BE CONSTRUCTED PER THE CITY OF SANTA CLARA STANDARD OETAIL DS-1 AND SPECIFICATIONS, UNLESS OTHERWISE INDICATED.

GRADING NOTES

1. CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPDRT PRIOR TO COMMENCEMENT OF WORK.

2. ALL TRENCHES IN PUBLIC RIGHT-OF-WAY SHALL BE BACKFILLED AND PAVED WITHIN 24 HOURS OF EXCAVATION. STEEL PLATES WITH NON-SKID SURFACE MAY BE PLACED OVER UNBACKFILLED TRENCHES BEYOND THE 24 HOUR PERIOO WITH SPECIFIC APPROVAL OF THE CITY ENGINEER.

3. ALL GRADING SHALL BE PERFORMED IN SUCH A MANNER AS TO COMPLY WITH THE STANDARDS ESTABLISHED BY THE AIR QUALITY MAINTENANCE DISTRICT FOR AIRBORNE PARTICULATES.

4. GRADING WORK SHALL CONSIST OF ALL CLEARING, GRUBBING AND STRIPING, IMPORT/EXPORT OF SOIL, EMBANKMENT EXCAVATION, SPREADING, COMPACTION AND CONTROL OF FILL AND ALL SUBSIDIARY WORK NECESSARY TO COMPLETE THE GRADING TO CDNFORM TO THE LINES, GRADES AND SLOPES AS SHOWN DN THE PLANS.

5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CARRY OUT THE CUT, FILL AND EXPORT OPERATIONS NECESSARY TO MEET THE DESIGN GRADES AND CONSTRUCTION OF FACILITIES SHOWN ON THE PLANS. ANY EXCESS MATERIAL RESULTING FROM GRADING OPERATIONS BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE.

TRENCH NOTES

1. TYPICAL TRENCH BACKFILL AND PAVEMENT REPLACEMENT FOR UNDERGROUND UTILITIES SHALL CONFORM TO CITY OF SANTA CLARA STANDARD DETAIL ST-24 FDR UTILITIES WITHIN THE CITY STREET RIGHT-OF-WAY AND TO THE DETAIL IN THE PLANS FOR UTILITIES OUTSIDE DF THE CITY STREET RIGHT-OF-WAY. INITIAL BACKFILL SHALL BE COMPACTED WITH LIGHT WEIGHT MECHANICAL TAMPERS OR VIBRATING PLATE COMPACTORS. HEAVY EQUIPMENT SHOULD NOT BE USED TO COMPACT BACKFILL IMMEDIATELY ABOVE THE PIPE. JETTING SHALL NOT BE ALLOWED, EXCEPT FOR ELECTRICAL CONDUIT BACKFILL.

FAIRVIEW SUBSTATION

APN: 216-46-020

PROJECT OESCRIPTION: THE SITE WORK CONSTRUCTION IS FOR THE CONSTRUCTION OF A NEW ELECTRICAL SUBSTATION.

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
ACP	ASBESTOS CEMENT PIPE
AVE	AVENUE
BS	BOTTOM OF SUMP
BSL	BUILDING SETBACK LINE
BSW	BACK OF SIDEWALK
BW	BOTTOM DF WALL
C	CONDUIT
℄	CENTERLINE
CMU	CONCRETE MASONRY UNIT
COMME	COMMUHICATIDN EASEMENT
CONC.	CONCRETE
DG	DECOMPOSED GRANITE
DIA	DIAMETER
DW	DOMESTIC WATER
DWY	DRIVEWAY
E	EAST/EASTING
EA	EACH
E.W.	ELECTRICAL EASEMENT
EG	EXISTING GRADE
EL	ELEVATION
ELL	ELBOW
EX	EXISTING
FC	FACE OF CURB
FF	FINISH FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
FO	FIBER OPTIC
FT.	FEET
HMA	HOT MIX ASPHALT
HP	HIGH POINT
INV	INVERT
IRR.	IRRIGATION
JT	JOINT TRENCH
KV	KILO VOLT
LF	LINEAR FEET
LP	LOW POINT

ABBREVIATIONS (CONTINUED)

M+W	MAG. NAIL & WASHER
MAX.	MAXIMUM
MH	MANHOLE
MIN.	MINIMUM
N	NORTH/NORTHING
OD	OUTSIDE DIAMETER
PCC	PORTLAND CEMENT CONCRETE
ℙ	PROPERTY LINE
P.P.	PERFORATED PIPE
PR	PROPOSED
PS	PUMP STATION
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
RW	RECYCLED WATER OR RECLAIMED WATER
S	SLOPE/SOUTH
SD	STORM DRAIN
SDCB	STORM DRAIN CATCH BASIN
SDCO	STORM DRAIN CLEAN OUT
SDMH	STORM DRAIN MANHOLE
SSMH	SANITARY SEWER MANHOLE
STD.	STANDARD
S.W.E.	SIDEWALK EASEMENT
SWGR	SWITCHGEAR
SWK	SIDEWALK
TA	TOP OF APRON
TB	TOP OF BERM
TC/TOC	TOP OF CURB
TP	TOP OF PAD
TS	TOP OF SLAB
TW	TOP OF WALL
TYP.	TYPICAL
U.G.E.	UNDERGROUND ELECTRICAL EASEMENT
VCP	VITRIFIED CLAY PIPE
W	WEST
W.C.E.	WIRE CLEARANCE EASEMENT
WM	WATER METER
WV	WATER VALVE
XFMR	TRANSFORMER

LEGEND

PROPOSED	EXISTING	DESCRIPTION
(hatched line)		TRENCH DRAIN, CATCH BASIN
—DW—	—DW—	DOMESTIC WATER
	—E—	ELECTRICAL
	—X—X—	FENCE
	—FO—	FIBER OPTIC
	—G—	GAS
	—HV—	HIGH VOLTAGE ELECTRICAL
	—IRR—	IRRIGATION
	—JT—	JOINT TRENCH
	—RW—	RECYCLED WATER OR RECLAIMED WATER
	—SS—	SANITARY SEWER
8" SD	—SD—	STORM DRAIN, STORM DRAIN MANHOLE
	—SL—	STREET LIGHT
	—T—	TELEPHONE
	—TS—	TRAFFIC SIGNAL
	—UN—	UNKNOWN UNDERGROUND UTILITY
— → —		SUBDRAIN

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REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: U/CB
APPROVED BY: JB

FAIRVIEW SUBSTATION
GENERAL CIVIL NOTES AND LEGEND

SILICON VALLEY POWER
CITY OF SANTA CLARA

CSC XX,XXX-X

DRAWN BY: U/CB
SCALE: NONE
MAP #: NONE
DATE: 1/24/14
DRAWING NUMBER: FV-C-0-X-1
REV: 0
SHEET: 1 of 14

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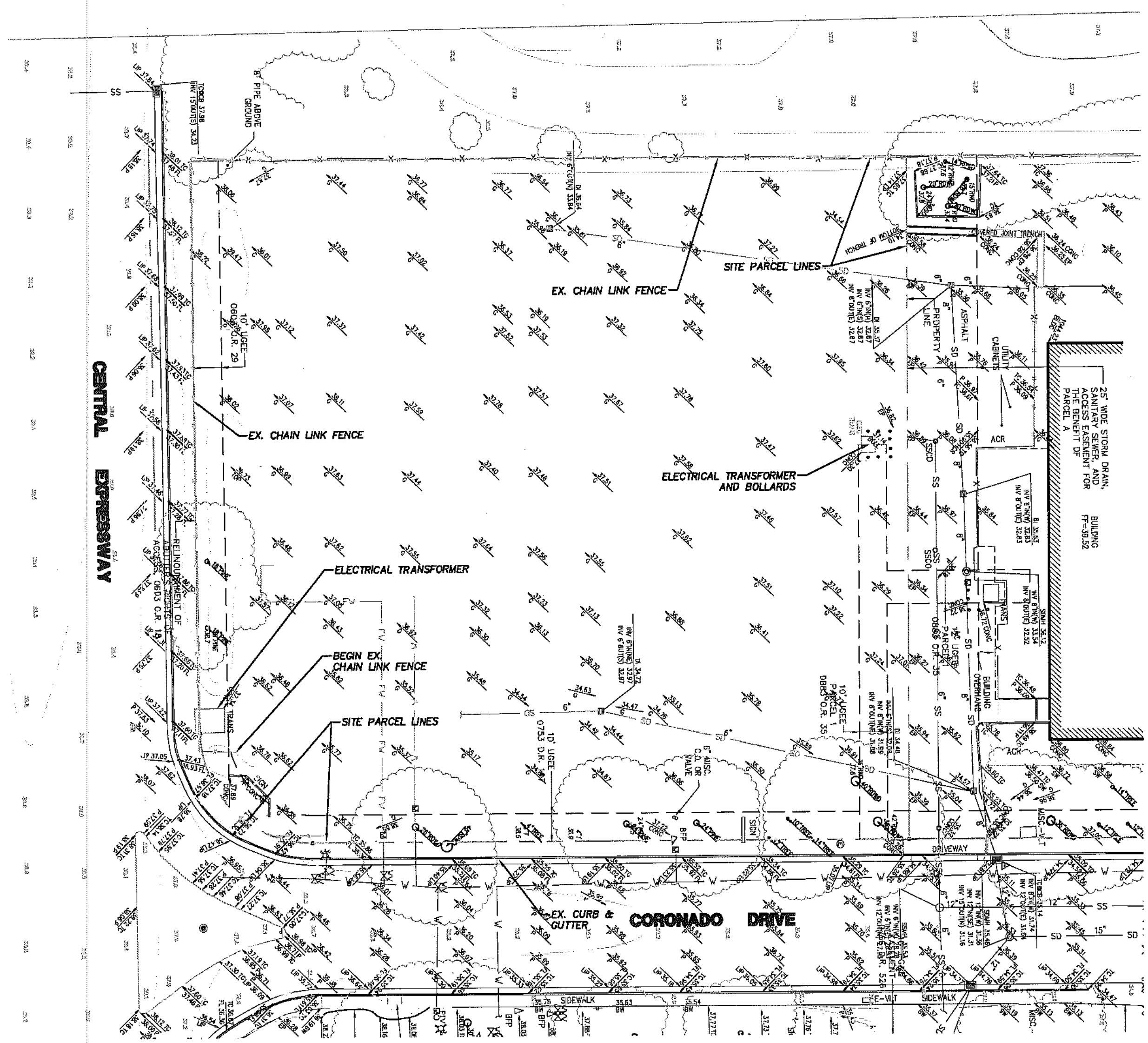

N

0 10 20 40 60

SCALE: 1"=20'-0"

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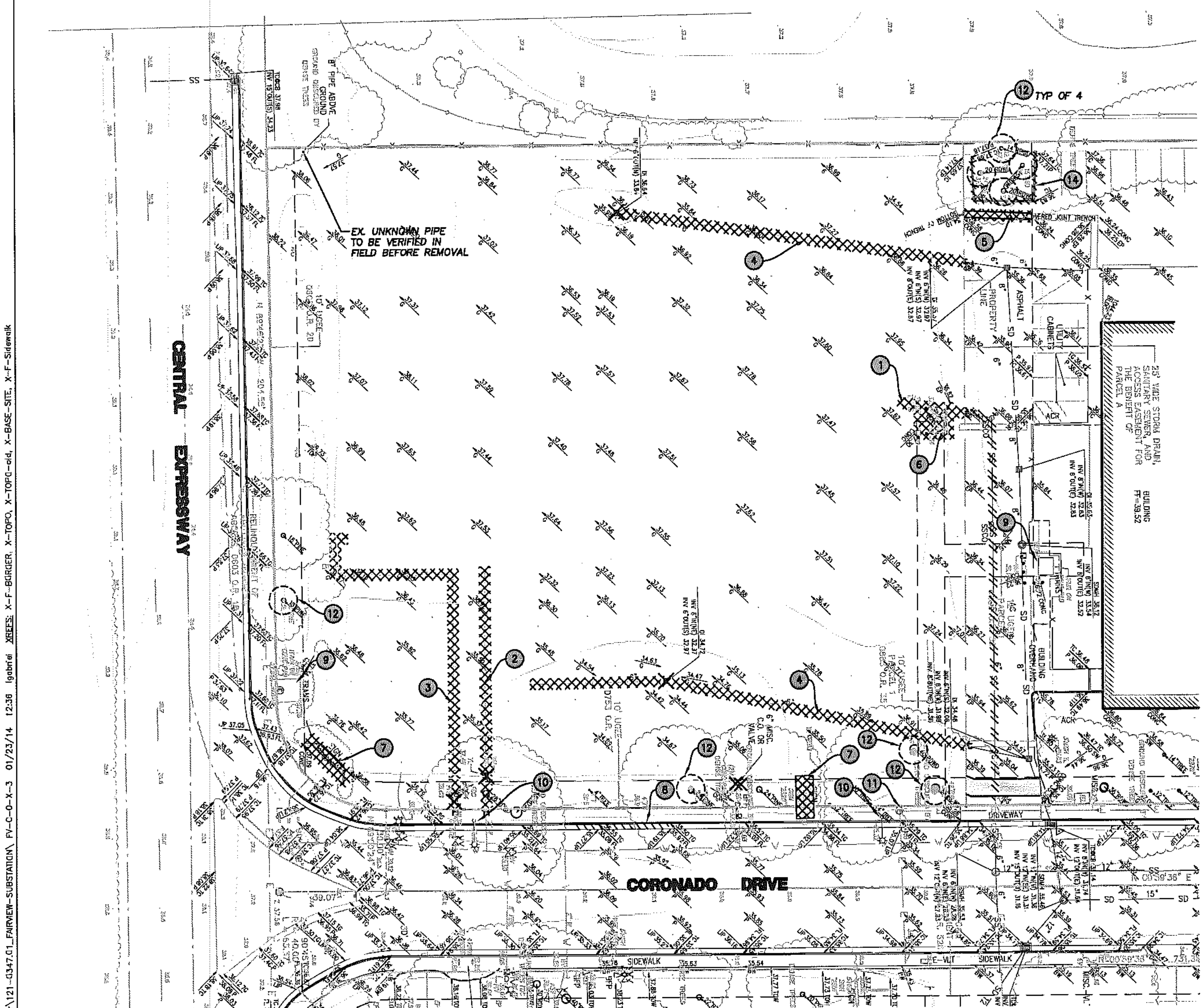
REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: LB/CD	FAIRVIEW SUBSTATION SITE EXISTING CONDITIONS PLAN	DRAWN BY: LB/CD	
APPROVED BY: JG		SCALE: 1"=20'-0"	DATE: 1/24/14
		MAP #: NONE	
	SILICON VALLEY POWER CITY OF SANTA CLARA	DRAWING NUMBER FV-C-0-X-2	REV 0
	CSC XX,XXX-X	SHEET 2 of 14	



DEMOLITION NOTES:

1. EX. SANITARY SEWER SHALL BE CUT, CAPPED, REMOVED AND DISPOSED
2. EX. WATER LINE AND STRUCTURES SHALL BE CUT, CAPPED REMOVED AND DISPOSED
3. EX. FIRE WATER LINE AND STRUCTURES SHALL BE CUT, CAPPED REMOVED AND DISPOSED
4. EX. STORM DRAIN LINE AND STRUCTURES SHALL BE CUT, CAPPED REMOVED AND DISPOSED
5. EX. JOINT TRENCH SHALL BE CUT, CAPPED REMOVED AND DISPOSED
6. EX. TRANSFORMER SHALL BE REMOVED INCLUDING ALL APPURTENANCES AND FOUNDATION
7. EX. SIGN SHALL BE REMOVED AND DISPOSED, INCLUDING FOUNDATION, LIGHTS AND ALL APPURTENANCES
8. EX. CURB AND GUTTER TO BE REMOVED AND DISPOSED
9. PROTECT TRANSFORMER, TO REMAIN
10. PROTECT STREETLIGHT, TO REMAIN
11. PROTECT PULLBOX, TO REMAIN
12. REMOVE TREES (BY OTHERS)
13. ABANDON IN PLACE EX. SANITARY SEWER LINE AND STRUCTURES.
14. REMOVE AND DISPOSE EX. CONCRETE CURB

LEGEND

- EX. AC TO BE REMOVED AND DISPOSED
- EX. SANITARY SEWER TO BE ABANDONED IN PLACE
- EX. UTILITIES TO BE REMOVED AND DISPOSED
- EX. CURB AND GUTTER TO BE REMOVED AND DISPOSED
- REMOVE EX. UTILITY STRUCTURE
- REMOVE TREE

SYMBOLS AND ABBREVIATIONS

ACR	ACCESSIBLE RAMP
BFP	BACKFLOW PREVENTOR
BOLL	BOLLARD
CB	CATCH BASIN
CONC	CONCRETE
DI	DRAIN INLET
EPB	ELECTRICAL PULLBOX
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FND IP	FOUND IRON PIPE
FND MON	FOUND MONUMENT
GM	GAS METER
MH	MISCELLANEOUS MANHOLE
MISC-VLT	MISCELLANEOUS VAULT
PIV	POST INDICATOR VALVE
PP	POWER POLE
SDMH	STORM DRAIN MANHOLE
SIGN	SIGN
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
STL	SINGLE-ARM STREET LIGHT
STPB	STREET LIGHT PULLBOX
SW, S/W	SIDEWALK
TRANS	TRANSFORMER
TYP.	TYPICAL
VLT	VAULT
WM	WATER METER
WPB	WATER PULLBOX
WV	WATER VALVE
	EXISTING TREE

0 10 20 40 60

SCALE: 1"=20'-0"

REGISTERED PROFESSIONAL ENGINEER JASMINE G. CUFFEE No. 59442 Exp. 12/31/15 CIVIL STATE OF CALIFORNIA

Harris & Associates
1401 Willow Pass Road, Suite 500, Concord CA, 94520
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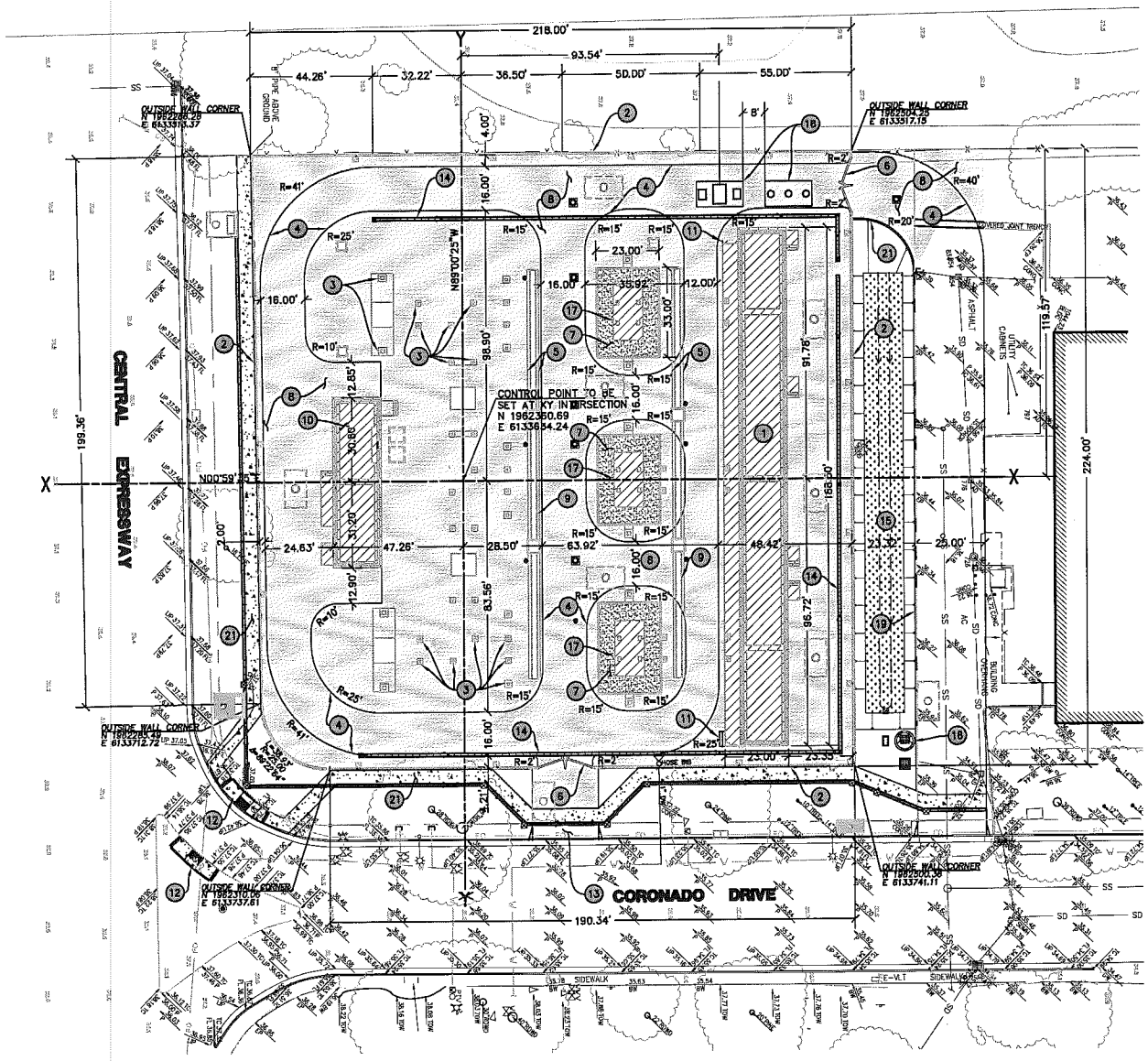
REV	DATE	DESCRIPTION	APPRO'D
DESIGNED BY:	10/13	FAIRVIEW SUBSTATION SITE DEMOLITION PLAN	DRAWN BY: 10/13
APPROVED BY:	JB		SCALE: 1"=20'-0" DATE: 1/24/14
			MAP #: NONE
		SILICON VALLEY POWER CITY OF SANTA CLARA	DRAWING NUMBER FV-C-0-X-3 REV 0
		CSC XX,XXX-X	SHEET 3 of 14

H:\Silicon Valley Power\121-0347.01_FAIRVIEW-SUBSTATION\ FV-C-0-X-3 01/23/14 12:38 lgabriel XREFS: X-F-BORDER, X-TOPO, X-TOPO-old, X-BASE-SITE, X-F-Sidewalk



CONSTRUCTION NOTES:

1. SWITCHGEAR ENCLOSURE, SEE ELECTRICAL PLAN FOR DETAILS.
2. SUBSTATION BOUNDARY WALL, SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS.
3. CONCRETE FOOTING/PEDESTAL, SEE STRUCTURAL PLAN FOR DETAILS.
4. CONSTRUCT STRIPING & MARKERS PER DETAIL 7/X-10
5. CONSTRUCT 12" CONCRETE BAND AT EDGE OF CABLE TRENCH PER DETAIL 3/X-10
6. VEHICULAR GATE. SEE UG-100D SD-355D.
7. 8" MIN. THICKNESS OF 1 1/2" GRANITE CRUSHED ROCK PER DETAIL 1/X-10
8. 3" HMA OVER 12" CLASS 2 AB OVER 12" OF SCARIFIED & RECOMPACTED NATIVE.
9. CONCRETE CABLE TRENCH. SEE STRUCTURAL AND ELECTRICAL PLANS.
10. PG&E CONTROL ENCLOSURE. SEE STRUCTURAL AND ELECTRICAL PLANS.
11. CONSTRUCT CONCRETE STAIRS AND LANDING AT SWITCHGEAR ENCLOSURE APRON PER DETAIL 6/X-10
12. CONSTRUCT CURVED CURB RAMP PER DETAIL 5/X-11
13. CONSTRUCT 24' DRIVEWAY PER DETAIL 7/X-11
14. FIBERGLASS TRENCH DRAIN, SEE FV-C-O-X-7.
15. BIO-RETENTION BASIN, SEE FV-C-O-X-5.
16. WET WELL AND PUMP. SEE FV-C-D-X-7.
17. ELECTRICAL PAD MOUNTED TRANSFORMER, SEE ELECTRICAL PLAN.
18. OIL/WATER SEPARATORS, SEE FV-C-O-X-7.
19. 6" WIDE CONCRETE CURB WALL PER DETAIL X/X
20. 12" CURB OPENING.
21. 5' PCC SIDEWALK AND GALVANIZED TRENCH DRAIN PER DETAIL 4/X-10

LEGEND

- PROPOSED ASPHALT CONCRETE
- PROPOSED PORTLAND CEMENT CONCRETE
- PROPOSED BALLAST IN TRANSFORMER CONTAINMENT PIT

0 10 20 40 60
SCALE: 1"=20'-0"

REGISTERED PROFESSIONAL ENGINEER
MAXINE G. CUFFEE
No. 59442
Exp. 12/31/15
CIVIL
STATE OF CALIFORNIA

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REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: W/B
APPROVED BY: JO

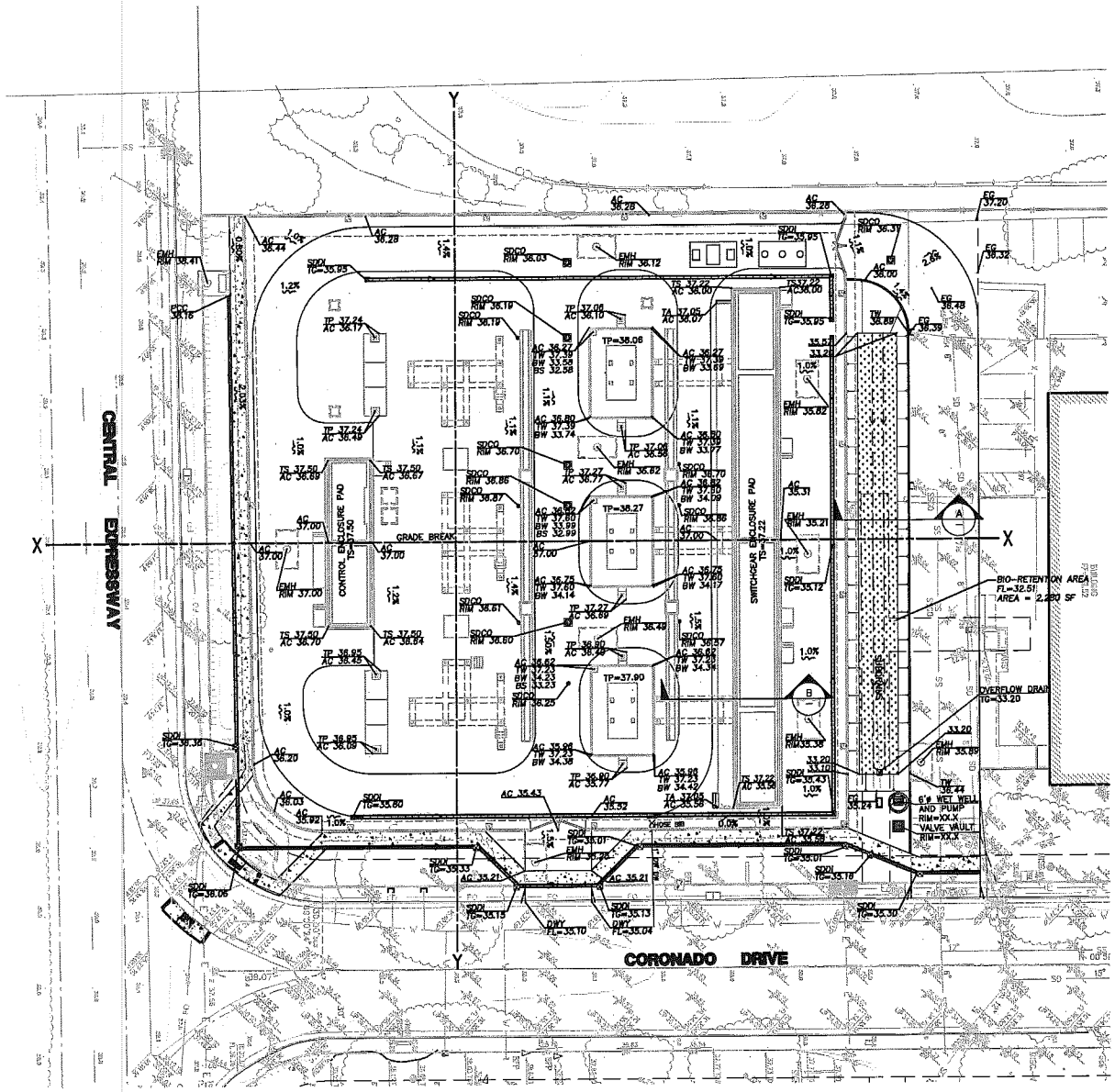
FAIRVIEW SUBSTATION
SITE HORIZONTAL CONTROL
SURFACE MATERIALS PLAN

SILICON VALLEY POWER
CITY OF SANTA CLARA

CSC XX,XXX-X

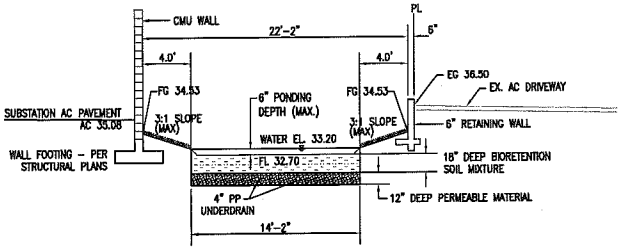
DRAWN BY: W/B
SCALE: 1"=20'-0"
DATE: 1/24/14
MAP #: NONE
DRAWING NUMBER: FV-C-O-X-4
REV: 0
SHEET: 4 of 14

H:\Silicon Valley Power\121-0347.01_FAIRVIEW-SUBSTATION\ FV-C-O-X-4 01/23/14 13:59 lgabriel XREFS: X-F-BORDER, X-TOPO, X-BASE-FVS-FOUND, X-BASE-FVS-EGLO, X-F-Sidewalk, X-TOPO-wtd, X-HATCH, X-BASE-SITE, X-F-UTIL, X-BASE-FVS-WNWH, X-PUMP STATION



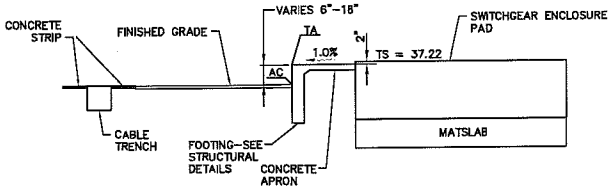
NOTES:

1. SEE ADDITIONAL FINISHED GRADES IN BUS AREA ON SHEET FV-C-D-X-6.
2. THE TOP OF THE TRAFFIC RATED CONCRETE CABLE TRENCHES SHALL BE FLUSH WITH THE ADJACENT PAVEMENT FINISHED GRADE. THE LOW POINTS OF THE CABLE TRENCH BOTTOMS (INTERIOR) SHALL HAVE DRAINAGE HOLES TO ALLOW WATER TO EXIT TO PERFORATED PIPE IN DRAIN ROCK BELOW.
3. SEE LANDSCAPE PLANS FOR WALL DETAILS AND STRUCTURAL PLANS FOR WALL FOUNDATIONS.



A - BIORETENTION BASIN

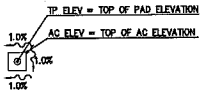
SCALE: 1"=5'-0"



B - EAST END OF CONCRETE APRON

SCALE: 1"=5'-0"

LEGEND: (REFER TO SHEET FV-C-O-X-1 FOR ADDITIONAL ABBREVIATIONS)



TYPICAL AC ELEVATION AROUND PAD

AD = AREA DRAIN
BS = BOTTOM OF SUMP
BSW = BACK OF SIDEWALK
BW = BOTTOM OF WALL
EMH = ELECTRICAL MANHOLE
FG = FINISHED GRADE
FL = FLOWLINE
GB = GRADE BREAK
HP = HIGH POINT
LP = LOW POINT
PB = PULL BOX
TA = TOP OF APRON
TGB = TOP OF GRADE BEAM
TOC = TOP OF CURB
TOP = TOP OF SLOPE
TFTG = TOP OF FOOTING
TM = TOP OF MAT SLAB
TS = TOP OF SLAB
TSW = TOP OF STEM WALL
TW = TOP OF WALL

PROPOSED BALLAST ROCK

PROPOSED AC PAVEMENT

N

0 10 20 40 60

SCALE: 1"=20'-0"

REGISTERED PROFESSIONAL ENGINEER SUZANNE G. CUFFE No. 59442 Exp. 12/31/15 CIVIL STATE OF CALIFORNIA

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REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: LA/DB
APPROVED BY: JB

FAIRVIEW SUBSTATION
GRADING AND
DRAINAGE PLAN

SILICON VALLEY POWER
CITY OF SANTA CLARA

CSC XX,XXX-X

DRAWN BY: LA/DB
SCALE: 1"=20'-0"
DATE: 1/24/14
MAP #: NONE

DRAWING NUMBER: FV-C-O-X-5
REV: 0

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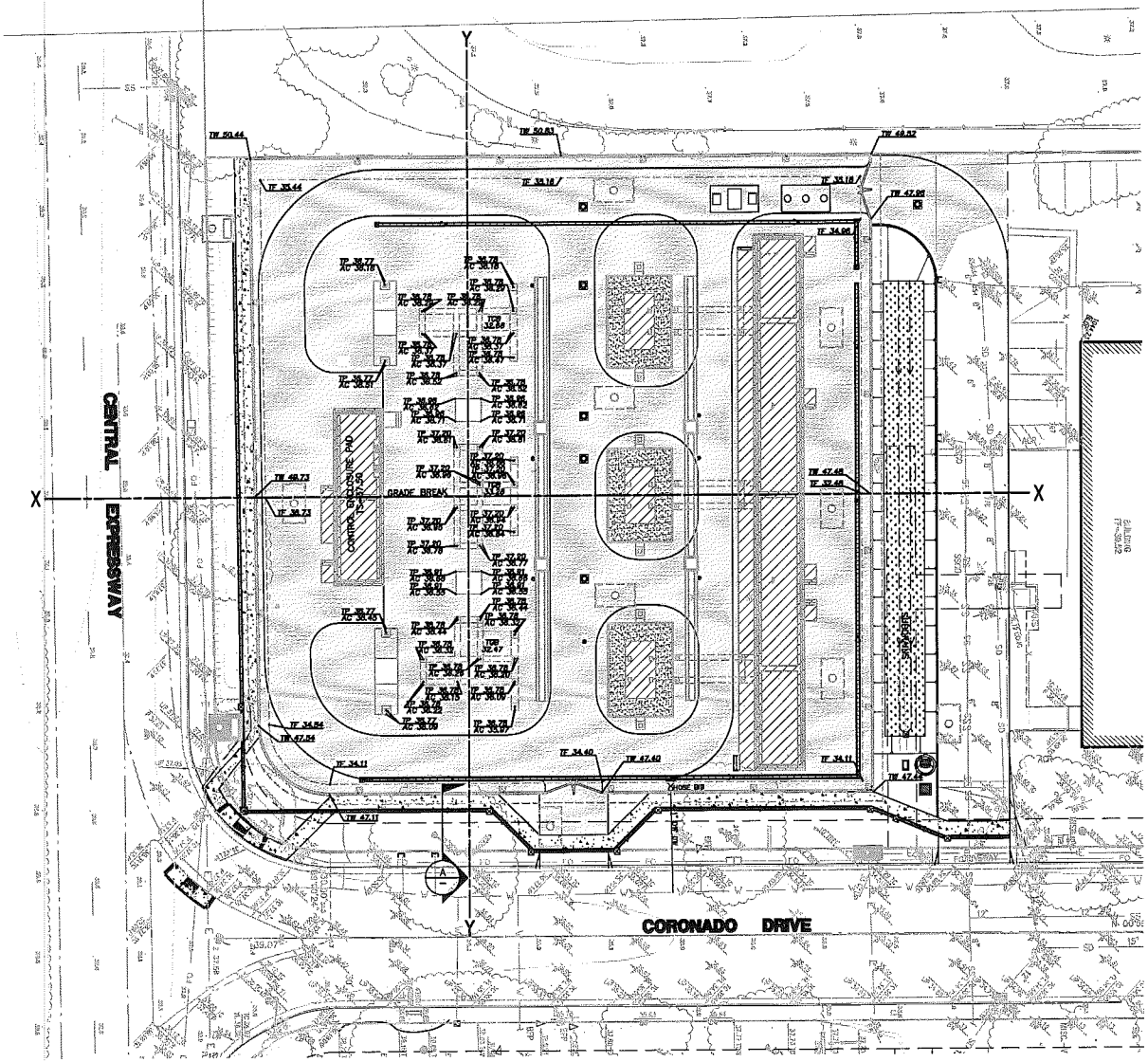
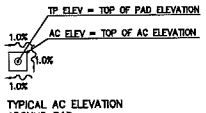


NOTES:

1. SEE SHEET FV-C-D-X-5 FOR ADDITIONAL FINISHED GRADE ELEVATIONS.

LEGEND: (REFER TO SHEET FV-C-D-X-1 FOR ADDITIONAL ABBREVIATIONS)



TYPICAL AC ELEVATION AROUND PAD

AD = AREA DRAIN
BS = BOTTOM OF SUMP
BSW = BACK OF SIDEWALK
BW = BOTTOM OF WALL
EMH = ELECTRICAL MANHOLE
FG = FINISHED GRADE
FL = FLOWLINE
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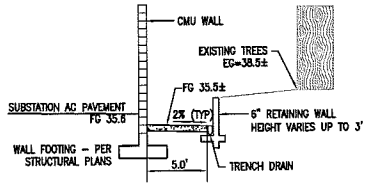
HP = HIGH POINT
LP = LOW POINT
PB = PULL BOX
TA = TOP OF APRON
TGB = TOP OF GRADE BEAM
TOC = TOP OF CURB
TOP = TOP OF SLOPE
TF = TOP OF FOOTING
TM = TOP OF MAT SLAB
TS = TOP OF SLAB
TSW = TOP OF STEM WALL
TW = TOP OF WALL

LEGEND:

PROPOSED BALLAST ROCK

PROPOSED AC PAVEMENT



A SIDEWALK CROSS-SECTION

SCALE: NOT TO SCALE

0 10 20 40 60

SCALE: 1"=20'-0"

REGISTERED PROFESSIONAL ENGINEER — SQUIRE G. CLIFFE — No. 89442 — Exp. 12/31/15 — CIVIL — STATE OF CALIFORNIA

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harris-assoc.com (925) 827-9100

REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: LB/CB
APPROVED BY: JS

FAIRVIEW SUBSTATION
GRADING PLAN
AT BUS AREA

DRAWN BY: LB/CB
SCALE: 1"=20'-0"
DATE: 1/24/14
MAP #: NONE

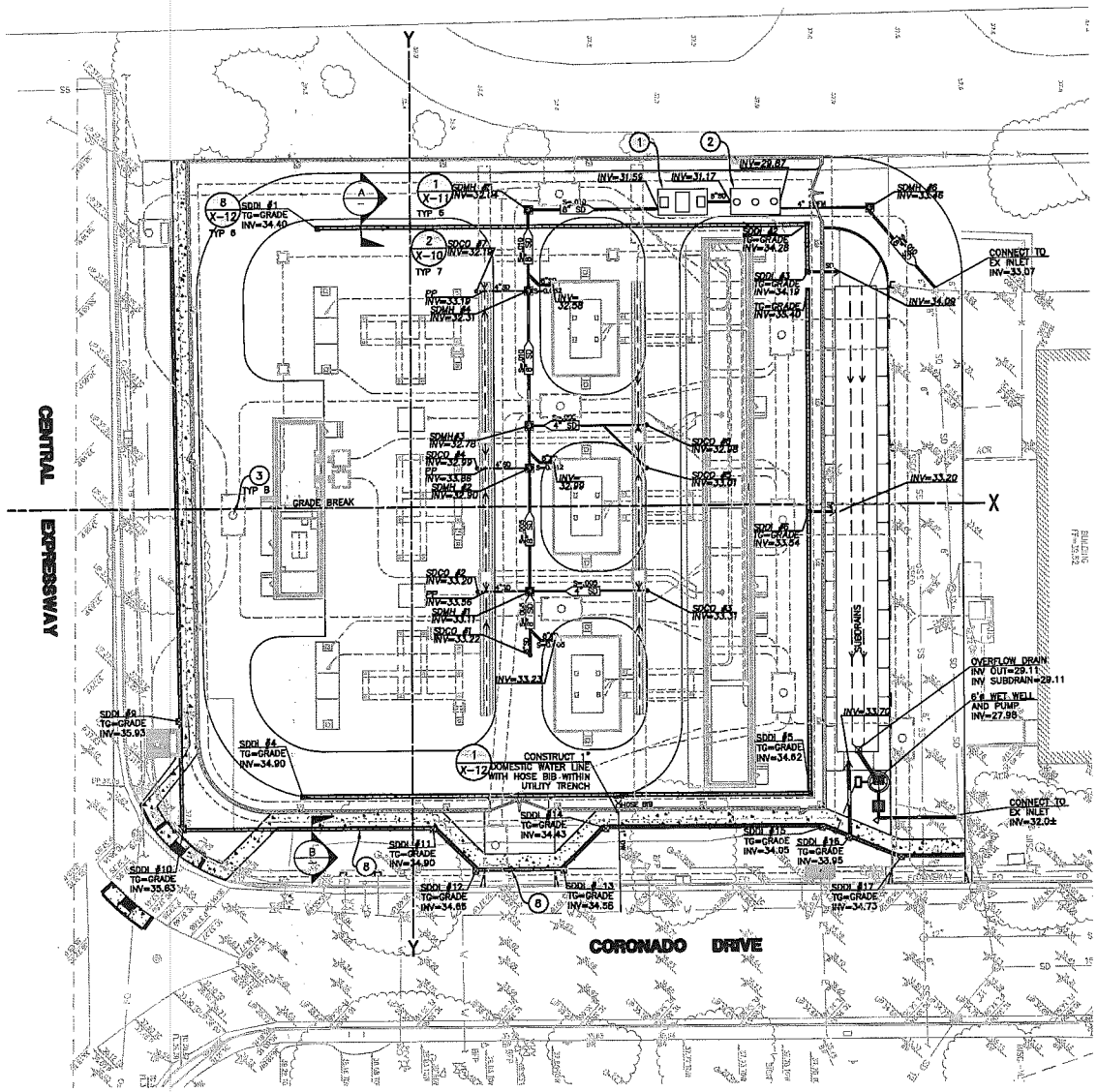
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-C-D-X-6
REV: 0

CSC XX,XXX-X

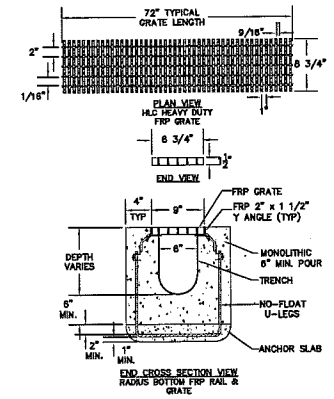
SHEET 6 of 14

I:\Silicon Valley Power\12-0247.01_FAIRVIEW-SUBSTATION\ FV-C-D-X-6 01/23/14 14:54 lgabriel DESIGN: X-F-BOUNDY, X-TOPO, FAIRVIEW-XY-AXIS, X-F-Sidewalk, X-SUBE-FYS-FOUND, X-TOPO-old, X-F-UTIL, X-F-SUBE-SITE, X-HATCH, X-SUBE-FYS-MAIN, X-FV-E-D-X-134, X-FV-E-D-X-135, X-PUMP STATION

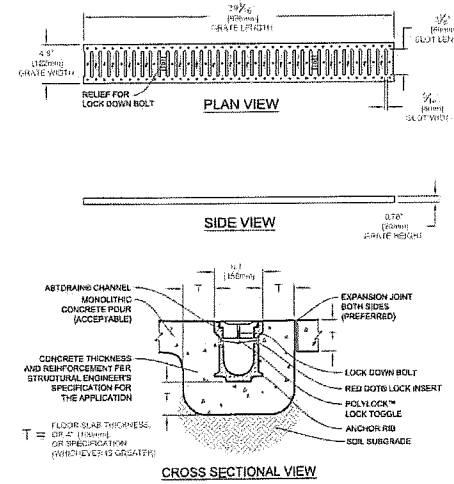


CONSTRUCTION NOTES:

1. CONSTRUCT ONE MODEL 816-1-CPS OIL/WATER SEPARATOR UTILITY VAULT WITH COALESCING MEDIA, BY OLDCASTLE PRECAST, OR APPROVED EQUAL, PER DETAIL 5 ON SHEET X-1D AND DETAIL 6 ON SHEET X-12. ADD RISERS TO BRING ALL HATCHES FLUSH WITH FINISHED PAVEMENT ELEVATION.
2. CONSTRUCT ONE MODEL 816-SA-5000 OIL/WATER SEPARATOR (API STYLE) BY OLDCASTLE PRECAST, OR APPROVED EQUAL PER DETAIL 6 ON SHEET X-10 AND DETAIL 6 ON SHEET X-12. ADD RISERS TO BRING ALL MANHOLE COVERS FLUSH WITH FINISHED PAVEMENT GRADE. THIS VAULT SHALL INCLUDE ONE STANCOR, INC. OIL MINDER SE-5D SUBMERSIBLE PUMP, STAINLESS STEEL SENSOR PROBE AND CONTROL PACKAGE BY STANCOR, INC. WHICH ALLOWS WATER TO BE AUTOMATICALLY PUMPED FROM OIL/WATER SEPARATOR, BUT SHUTS OFF WHEN OIL IS PRESENT. PROVIDE ALARM CORDS WITH SUFFICIENT LENGTH.
3. ALL ELECTRICAL VAULT MANHOLE COVERS SHALL BE CONSTRUCTED WITH A CONCRETE COLLAR SIMILAR TO THE CONCRETE COLLAR SHOWN IN DETAIL 1/X-11
4. PERFORATED PIPE SHALL DISCHARGE INTO 4" STORM DRAIN PIPE. CONTRACTOR SHALL CONNECT PIPES WITH TWO VERTICAL 4" TEES AND A SHORT PLANE END SECTION OF PIPE, AS REQUIRED.



A FIBERGLASS TRENCH DRAIN
SCALE: NOT TO SCALE



B GALVANIZED TRENCH DRAIN
SCALE: NOT TO SCALE

0 10 20 40 60
SCALE: 1"=20'-0"

REGISTERED PROFESSIONAL ENGINEER JOANNE G. CUFFE No. 52442 Exp. 12/31/15 CIVIL STATE OF CALIFORNIA

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REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: JA/DB
APPROVED BY: JG

FAIRVIEW SUBSTATION
SITE UTILITY PLAN

DRAWN BY: JA/DB
SCALE: 1"=20'-0"
DATE: 1/24/14
MAP #: NONE

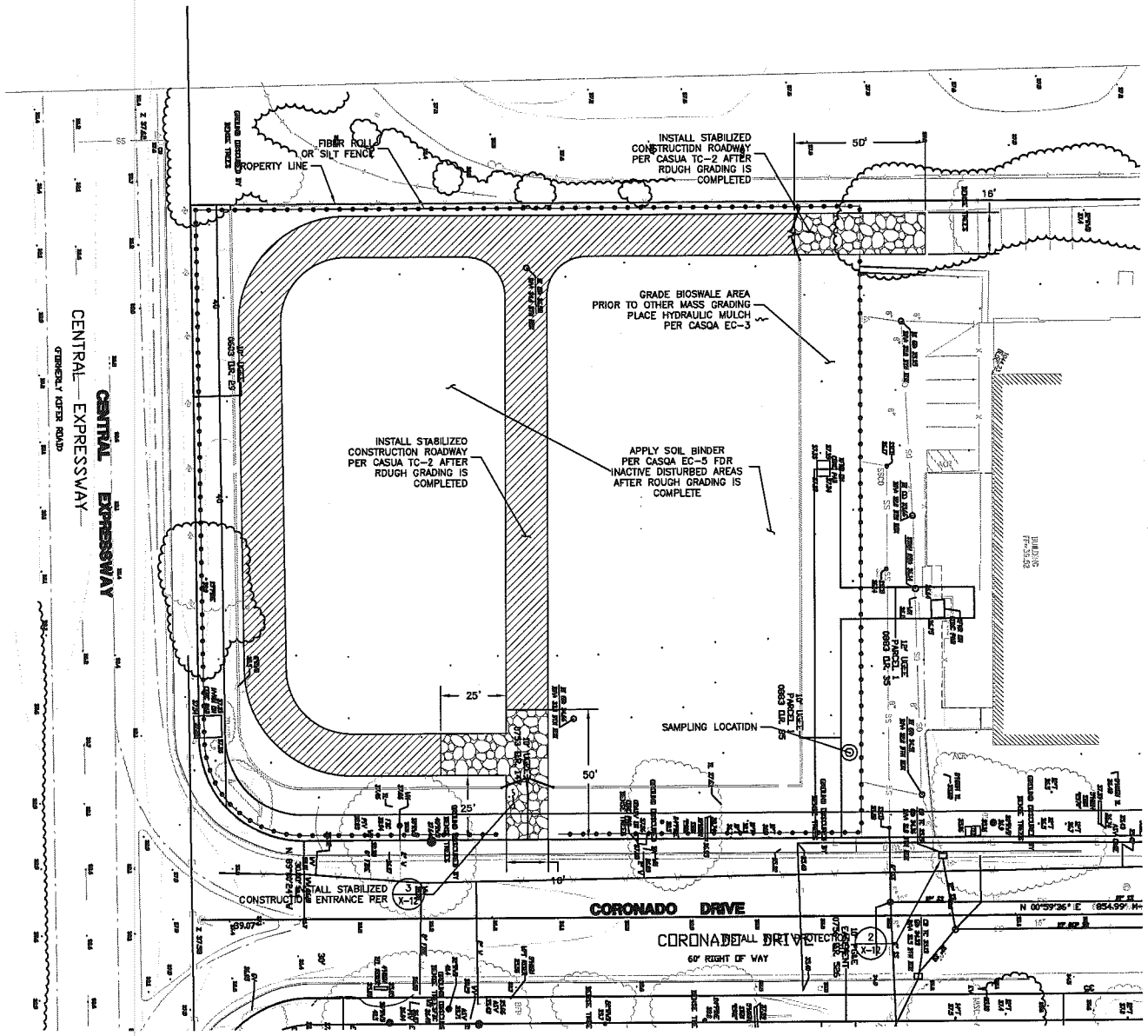
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-C-0-X-7
REV: 0

CSC XX,XXX-X

SHEET 7 of 14

H:\Silicon Valley Power\121-0247.01_FAIRVIEW-SUBSTATION\ FV-C-0-X-7 01/23/14 15:02 lgabriel JOBCFG X-F-BORDER, X-TOPO, X-BASE-PFS-TOLO, X-F-UTIL, X-BASE-SITE, X-F-Sitemik, X-BASE-PFS-FOUND, X-BASE-PFS-WWM, X-FV-E-0-X-13A, X-FV-E-0-X-13S, X-TOPO-old, X-PUMP STATION



NOTES:

1. THIS PLAN IS MADE AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
2. LOCATIONS DF STORAGE AREAS FOR WASTE, VEHICLES, SERVICE, STORAGE, AND WATER TRANSFER WILL BE DETERMINED BY THE QSP BASED ON FIELD CONDITIONS.
3. CONTRACTOR SHALL PROVIDE A TEMPORARY CONCRETE WASHOUT AREA PER DETAIL AND PER CALTRANS STORM WATER QUALITY HANDBOOK, SECTION 8, "CONCRETE WASTE MANAGEMENT WM-8". WASHOUT AREA AND SIGN SHALL BE LOCATED ONSITE TO BEST SUIT CONTRACTOR'S OPERATIONS.
4. THE FOLLOWING BMP'S SHALL ALSO BE IMPLEMENTED. SEE SWPPP FOR BMP DETAILS:
   - CASQA BMP EC-1, SCHEDULING
   - CASQA BMP EC-7, GEOTEXTILES AND MATS
   - CASQA BMP EC-8, WOOD MULCHING
   - CASQA BMP EC-15, SOIL PREPARATION/ROUGHENING
   - CASQA BMP WE-1, WIND EROSION CONTROL
   - CASQA BMP SE-2, SEDIMENT BASIN
   - CASQA BMP SE-7, STREET SWEEPING
   - CASQA BMP SE-10, STORM DRAIN INLET PROTECTION
   - CASQA BMP NS-1, WATER CONSERVATION PRACTICES
   - CASQA BMP NS-2, DEWATERING OPERATION
   - CASQA BMP NS-3, PAVING AND GRINDING OPERATION
   - CASQA BMP NS-6, ILLICIT CONNECTION/DISCHARGE
   - CASQA BMP NS-7, POTABLE WATER/IRRIGATION
   - CASQA BMP NS-12, CONCRETE CURING
   - CASQA BMP NS-13, CONCRETE FINISHING
   - CASQA BMP WM-1, MATERIAL DELIVERY AND STORAGE
   - CASQA BMP WM-2, MATERIAL USE
   - CASQA BMP WM-3, STOCKPILE MANAGEMENT
   - CASQA BMP WM-4, SPILL PRESERVATION AND CONTROL
   - CASQA BMP WM-5, SOLID WASTE MANAGEMENT
   - CASQA BMP WM-6, HAZARDOUS WASTE MANAGEMENT
   - CASQA BMP WM-8, CONCRETE WASTE MANAGEMENT
   - CASQA BMP WM-9, SANITARY/SEPTIC WASTE MANAGEMENT

LEGEND

- * DISCHARGE LOCATION
- NON-VISIBLE POLLUTANT SAMPLING LOCATION
- FIBER ROLL PER DETAIL 4 X-12 OR SILT FENCE PER 5 X-12 DETAIL
- STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 3 X-12
- STABILIZED CONSTRUCTION ROADWAY

N

0 10 20 40 60

SCALE: 1"=20'-0"

REGISTERED PROFESSIONAL ENGINEER JEFFREY CARDENAS No. 71808 Exp. 12/31/15 CIVIL STATE OF CALIFORNIA

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1691 Willow Pass Road, Suite 500, Concord CA 94520
harris-assoc.com (925) 837-1900

REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: IS
APPROVED BY: JG

FAIRVIEW SUBSTATION
SWPPP
SITE PLAN

SILICON VALLEY POWER
CITY OF SANTA CLARA

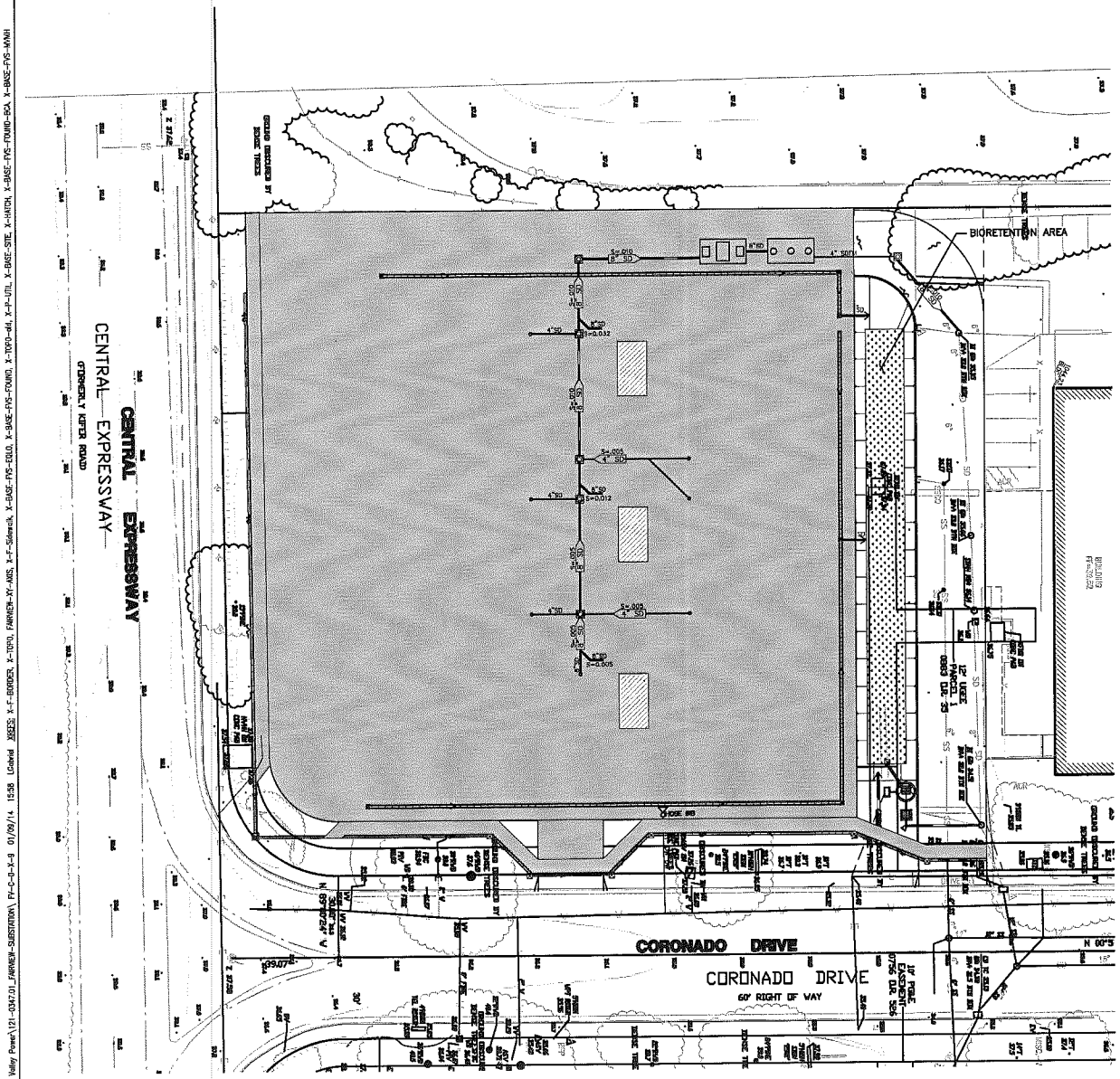
DRAWN BY: IS/JG
SCALE: 1"=20'-0"
DATE: 1/24/14
MAP #: NONE

DRAWING NUMBER: FV-C-O-X-8
REV: 0

CSC XX,XXX-X

SHEET 8 of 14

I:\Silicon Valley Power\121-0247.01_FAIRVIEW-SUBSTATION\ FV-C-O-X-8 01/09/14 15:59 Lobeno XREFS: X-F-BORDER, X-TOPO, FAIRVIEW-XY-AXIS, X-F-Sidewalk, X-BASE-FVS-COLO, X-BASE-FVS-FOUND, X-TOPO-dtl, X-F-UTIL, X-BASE-STE, X-HATCH, X-BASE-FVS-FOUND-RCA, X-BASE-FVS-MANH



STORMWATER TREATMENT SIZING

NOTE: THE FOLLOWING CALCULATIONS ARE BASED ON THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM REQUIREMENTS.

1. OIL/WATER SEPARATOR UNIT
   Q = C x I x CORRECTION FACTOR x A

SITE SPECIFIC VALUES

VARIABLE	DEFINITION	VALUE	UNIT
C	RUNOFF COEFFICIENT	–	–
I	RAINFALL INTENSITY	–	IN/HR
	CORRECTION FACTOR	–	–
A	DRAINAGE AREA	–	ACRE
Q	DISCHARGE FLOW	–	CFS

SELECTION OF APPROXIMATE UNIT

OLDCASTLE PRECAST MODEL:	816-1-CPS
TREATMENT CAPACITY	–

2. BIORETENTION BASIN
   BASIN #1

   IMPERVIOUS AREA DRAINING TO BIORETENTION AREA = 50,400 SF
   REQUIRED BIORETENTION AREA = 4% x 50,400 SF = 2,016 SF

   AREA PROVIDED = 2,261 SF

STORMWATER TREATMENT

THE EXISTING SITE IS CURRENTLY AN OPEN SPACE UNIMPROVED LOT WHICH HAS ABOUT 2% IMPERVIOUS AREA. THE PROPOSED PROJECT WILL INCREASE THE SURFACE TO ABOUT 78% IMPERVIOUS AREA.

BEST MANAGEMENT PRACTICES (BMP'S)

CONSTRUCTION BMP'S MAY INCLUDE, BUT ARE NOT LIMITED TO FIBER ROLLS AROUND PERIMETER OF SITE FOR SEDIMENT CONTROL, REGULAR STREET CLEANING, AND INLET PROTECTION DURING CONSTRUCTION.

LEGEND

RUNOFF TREATED BY STORMWATER TREATMENT UNIT

RUNOFF TREATED BY LANDSCAPE TREATMENT MEASURE

NOTES

1. REFER TO DETAILS (2/X-10) AND FOR OIL WATER SEPARATORS.
2. REFER TO SECTION (A/X-5) FOR BIORETENTION BASIN INFORMATION.

0 10 20 40 60
SCALE: 1"=20'-0"

EXHIBIT ONLY
NOT FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER JOANNE C. CURTIS No. 39442 Exp. 12/31/15 CIVIL STATE OF CALIFORNIA

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harris-assoc.com (925) 827-1900

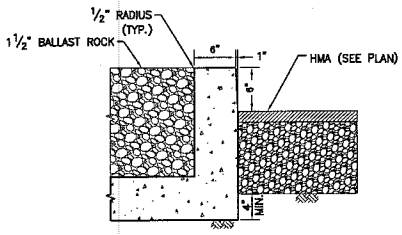
REV	DATE	DESCRIPTION	APPR'D

DESIGNED BY:
APPROVED BY: JB

FAIRVIEW SUBSTATION
MANAGEMENT PLAN
SILICON VALLEY POWER
CITY OF SANTA CLARA
CSC XX,XXX-X

DRAWN BY:
SCALE:
MAP #: NONE
DATE: 1/24/14
DRAWING NUMBER: FV-C-0-X-9
REV: 0
SHEET: 9 of 14

H:\Silicon Valley Power\121-0347.01_FAIRVIEW-SUBSTATION\ FV-C-0-X-9 01/09/14 15:36 Layout: ABSCS: X-F-BORDER, X-TOPO, FAIRVIEW-XY-ABS, X-F-Sidewalk, X-BASE-FVS-SOLID, X-BASE-FVS-FOUND, X-TOPO-old, X-P-UTIL, X-BASE-SITE, X-HATCH, X-BASE-FVS-FOUND-POL, X-BASE-FVS-HVAN



1 TRANSFORMER CONTAINMENT ENCLOSURE

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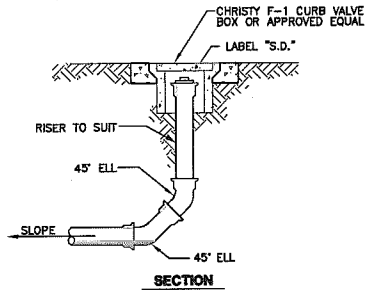

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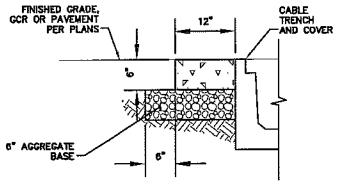

3 CONCRETE BAND

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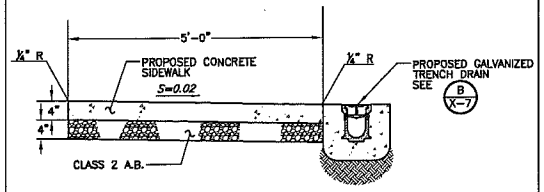

4 PCC SIDEWALK

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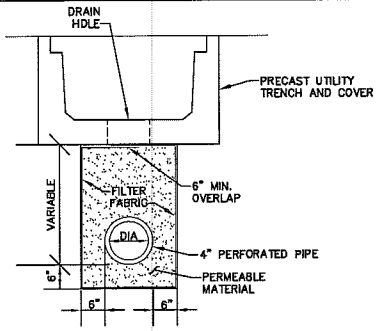

5 SUBDRAIN BACKFILL DETAIL

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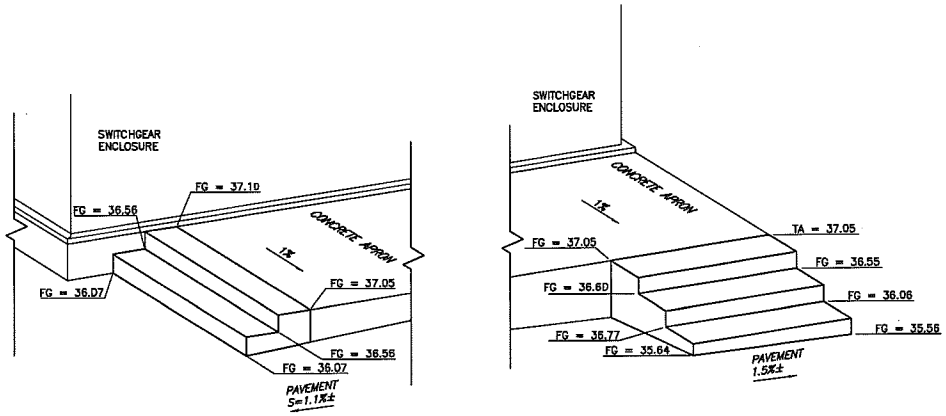
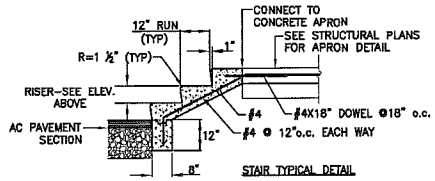
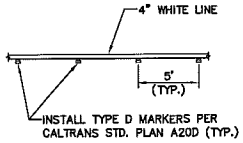




6 CONCRETE STAIRS AT SWITCHGEAR ENCLOSURE APRON

SCALE: NOT TO SCALE



7 STRIPING

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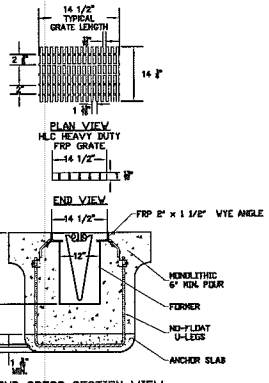

8 FIBERGLASS TRENCH DRAIN CATCH BASIN

SCALE: NOT TO SCALE

Harris & Associates
1401 Willow Pass Road, Suite 500, Concord CA 94520
harris-assoc.com (925) 827-4900

REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: LB/CB
APPROVED BY: JG

FAIRVIEW SUBSTATION DETAILS

DRAWN BY: LB/CB
SCALE: 1"=20'-0"
DATE: 1/24/14
MAP #: NONE

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-C-0-X-1D
REV: 0

CSC XX,XXX-X

SHEET: 10of 14

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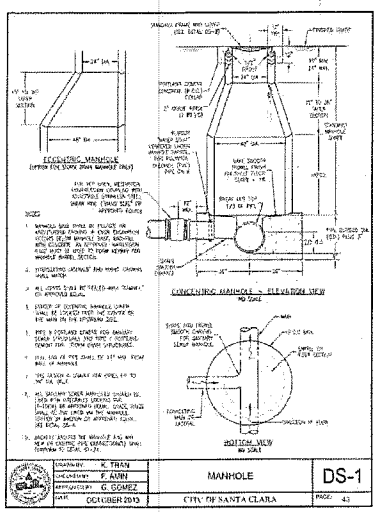

1 MANHOLE (MODIFIED)

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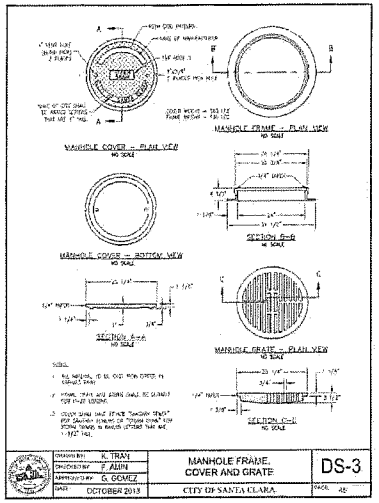

2 MANHOLE FRAME, COVER AND GRATE

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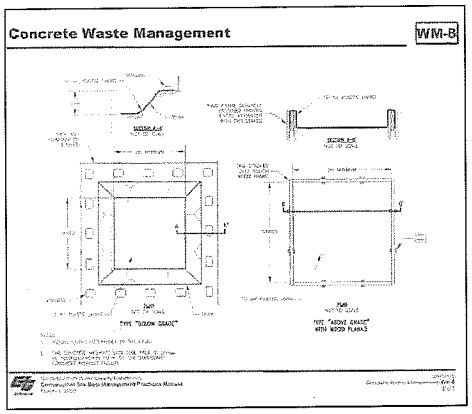

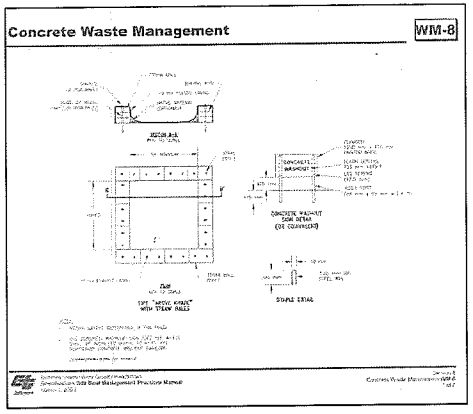

3 TEMPORARY CONCRETE WASHOUT AREA

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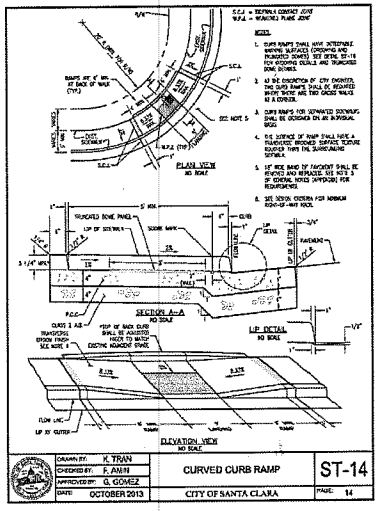

6 CURVED CURB RAMP

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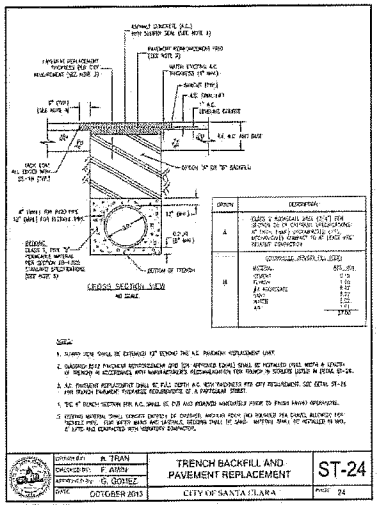

6 TRENCH BACKFILL AND PAVEMENT REPLACEMENT

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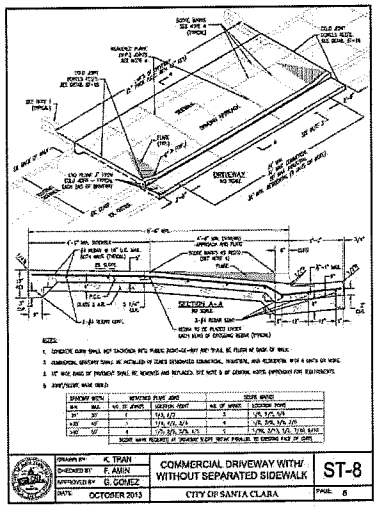


7 COMMERCIAL DRIVEWAY WITH/ WITHOUT SEPARATED SIDEWALK

SCALE: NOT TO SCALE

REGISTERED PROFESSIONAL ENGINEER JASMINE G. CUPLES No. 59442 Exp. 12/31/15 CIVIL STATE OF CALIFORNIA

Harris & Associates
1401 Willow Pass Road, Suite 500, Concord CA, 94520
harris-assoc.com (925) 827-4900

REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: LI/KB
APPROVED BY: JG

FAIRVIEW SUBSTATION DETAILS

DRAWN BY: LI/KB
SCALE: 1"=20'-0"
DATE: 1/24/14
MAP #: NONE

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-C-0-X-11
REV: 0

CSC XX,XXX-X

SHEET: 11of 14

H:\Silicon Valley Power\121-0347.01_FAIRVIEW-SUBSTATION\ FV-C-0-X-11 01/03/14 19:14 LGabriel XREFS: X-F-BORDER, X-TOPO, X-BASE-FVS-EGLO

PUBLIC WATER SYSTEM NOTES:

1. WATER SYSTEM CONSTRUCTION SHALL CONFORM TO THE CITY OF SANTA CLARA WATER & SEWER UTILITIES STANDARD DRAWINGS AND SPECIFICATIONS. COPIES CAN BE PURCHASED AT THE CITY WATER & SEWER UTILITIES DEPARTMENT.

2. WATER SYSTEM MATERIAL SUBMITTALS MUST BE SUBMITTED TO THE WATER DEPARTMENT AND APPROVED PRIOR TO BEGINNING ANY CONSTRUCTION OF WATER FACILITIES.

3. A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH THE WATER DEPARTMENT IN ATTENDANCE PRIOR TO ANY WORK BEING ALLOWED TO BEGIN ON THE PUBLIC WATER SYSTEM.

4. NOTIFY THE WATER INSPECTOR A MINIMUM OF ONE WORKING DAY PRIOR TO REQUIRED INSPECTIONS. CALL 615-2052 BETWEEN 8:00 AM AND 5:00 PM MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.

5. WATER FACILITIES SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS. ALL CHANGES MUST BE APPROVED BY THE WATER INSPECTOR PRIOR TO BEING CONSTRUCTED. A REVISED DRAWING MUST BE APPROVED BY THE WATER SYSTEM ENGINEER.

6. CLEARANCES:
   A. ONE FOOT MINIMUM VERTICAL CLEARANCE BETWEEN WATER AND RECYCLED WATER MAINS AND SERVICES AND OTHER FACILITIES UNLESS OTHERWISE NOTED ON THE PLANS.
   B. TEN FEET MINIMUM HORIZONTAL CLEARANCE BETWEEN WATER AND RECYCLED WATER MAINS AND SERVICES AND SANITARY MAINS AND SERVICES AND TREES.
   C. FIVE FEET MINIMUM HORIZONTAL CLEARANCE BETWEEN WATER AND STORM MAINS AND LATERALS AND OTHER GENERAL UTILITIES OR FACILITIES.

7. CONSTRUCTION OF WATER MAINS AND SERVICES CANNOT BEGIN UNTIL SITE IS AT SUB GRADE.

8. WATER MAINS SHALL BE AWWA C900, C905 STANDARD PRESSURE CLASS 200 FOR POLYVINYL CHLORIDE (P.V.C.) PRESSURE PIPE, AWWA C150, C151, C104 STANDARD PRESSURE CLASS 350 FOR DUCTILE IRON (DIP) PRESSURE PIPE OR TYPE K COPPER AS SHOWN ON THE PLANS. RECYCLED WATER MAINS SHALL CONFORM TO CITY WATER MAIN STANDARDS WITH THE FOLLOWING EXCEPTIONS: RECYCLED WATER P.V.C. MAINS SHALL BE PURPLE AND LABELED RECYCLED WATER. DIP SHALL BE ENCASED IN PURPLE POLY WRAP.

9. THE CONTRACTOR SHALL RESTRAIN ALL PIPE JOINTS, FITTINGS AND DEADENDS USING MECHANICALLY RESTRAINED DEVICES IN ACCORDANCE WITH CITY REQUIREMENTS.

10. FOR ALL PUBLIC WATER MAINS AND SERVICES USE MINIMUM FOUR INCHES (4") OF SAND BEDDING AND BACKFILL WITH SAND TO 12" OVER TOP OF PIPE. SAND SHALL CONFORM TO CITY STANDARD SPECIFICATIONS. THE REMAINING TRENCH SHALL BE BACKFILLED AND COMPACTED PER CITY STANDARDS OR DEVELOPER'S ENGINEER AS APPROPRIATE AND COMPACTED TO 95% RELATIVE.

11. CONTRACTOR SHALL DISINFECT AND FLUSH ALL NEW AND REPAIRED PORTIONS OF THE PUBLIC WATER SYSTEM ACCORDING TO WATER DEPARTMENT SPECIFICATIONS. CONTRACTOR MUST COMPLY WITH THE CITY'S NON-POINT SOURCE CONTROL PROGRAM. THE INITIAL BACTERIOLOGICAL TEST SHALL BE PERFORMED BY THE CITY AT THE CITY'S COST. SUBSEQUENT TESTS REQUIRED DUE TO FAILED INITIAL BACTERIOLOGICAL SAMPLES SHALL BE PERFORMED BY THE CITY AT DEVELOPERS EXPENSE.

12. PRESSURE TESTS SHALL BE PERFORMED BY THE CONTRACTOR AT 200 PSI FOR A MINIMUM OF TWO HOURS.

13. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING A SET OF CURRENT, THOROUGH, AND ACCURATE AS-BUILT DRAWINGS AT THE PROJECT SITE. THEY SHALL INCLUDE CENTER TO CENTER DIMENSIONS BETWEEN ALL FITTINGS, VALVES, SERVICES, DEADMAN, TIE-BACKS, CHANGES IN PIPE TYPE, ETC. AND SHALL INCLUDE A DIMENSION REFERENCING A TRACEABLE FEATURE ON THE EXISTING WATER SYSTEM. THE UP-DATED AS-BUILT DRAWINGS SHALL BE AVAILABLE FOR THE INSPECTORS REVIEW AT ALL TIMES. THE PROJECT WILL NOT BE CONSIDERED FOR ACCEPTANCE NOR ANY METERS ALLOWED TO BE TURNED ON UNTIL THE AS-BUILT DRAWINGS ARE COMPLETED, TURNED IN TO THE INSPECTOR, VERIFIED AND ACCEPTED.

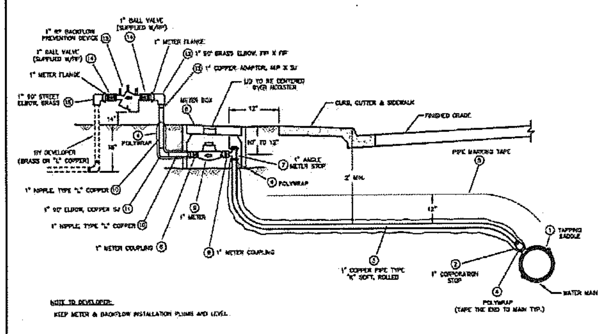
14. ALL WATER USE SHALL BE METERED EXCEPT FOR USE IN DISINFECTION AND FLUSHING OF WATER MAINS.

15. NO WATER VALVE ON THE EXISTING SYSTEM NOR ANY NEW VALVE CONNECTED TO THE EXISTING SYSTEM SHALL BE OPENED OR CLOSED BY ANYONE EXCEPT AUTHORIZED WATER DEPARTMENT PERSONNEL.

16. MAINTAIN, SECURE AND PROTECT ANY EXISTING WATER SYSTEM IN PLACE UNTIL THE PROPOSED WATER SYSTEM IS COMPLETED AND ACTIVATED, EXCEPT AS NOTED.

17. THE WATER DEPARTMENT WILL PLACE A HOLD ON THE FINAL INSPECTION ON ALL OR PART OF THE DEVELOPMENT UNTIL 1) AN ACCURATE AND COMPLETE SET OF FIELD AS-BUILT DRAWINGS FOR THE PUBLIC WATER SYSTEM HAS BEEN SUBMITTED TO AND APPROVED BY THE WATER DEPARTMENT 2) PUNCH LIST ITEMS HAVE BEEN CORRECTED 3) A SET OF AS-BUILT REPRODUCIBLE PHOTO MYLARS ARE SUBMITTED TO AND APPROVED BY THE WATER DEPARTMENT 4) ANY WATER OR PUBLIC UTILITY EASEMENTS REQUIRED FOR THE PROJECT ARE RECORDED WITH THE COUNTY.

I:\Water\Construction\Jobs\FORMS\Water Plan notes - Rev2.doc 2/2010

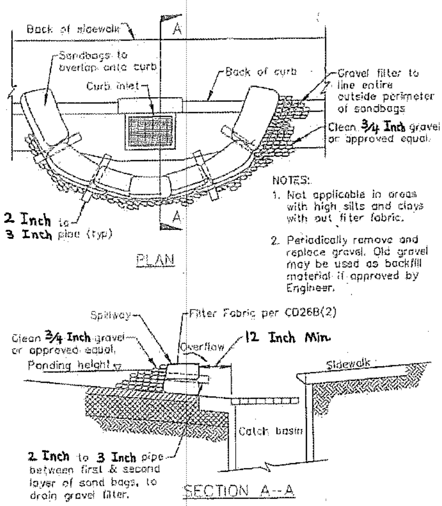


Drawn By: D. LUU	Signature:	CITY OF SANTA CLARA WATER DEPT. - STANDARD NO. 3A	
Checked By: L. AU	Director of Water & Sewer Utilities		
Approved By: R. WILSON, R. ENOS		1" WATER SERVICE w/RP AND METER BOX	
Revised Date: NOVEMBER 2011			

City of Santa Clara – Water & Sewer Utilities Department
Standard No. 3A – 1" Water Service w/RP and Meter Box – Material List
Domestic Products Only. Use no lead products for domestic water services.
Coat above ground water service with Dunn Edwards Paint [illegible] Santa Clara Mission Sand, Syn Liberty

Material	Description	Manufacturer	Model
1. Tapping Saddle	For PVC C900 bronze saddle, specified pipe size x 1" AWWA/CC Tap	Ford	202BS
	For ductile iron, cast iron, ACP single strap bronze, specified pipe size x 1" AWWA/CC Tap	Ford Mueller	101B BR1B
2. Corporation Stop	1" AWWA/CC thread inlet x compression outlet	Mueller Ford	B-25008N FB1000-4-Q-NL
For locations requiring insulated corporation stop, use Mueller N-35000 insulated corp ball valve (per direction of City Facilities Technician)			
3. Copper Tubing	1" ASTM B88, type K soft rolled tubing		
4. Polywrap	Blue, 8 mil low density or 4 mil high density polyethylene film installed per AWWA C105. Tape the end to main		
5. Pipe Marking Tape	Blue 3" wide 4 mil, non-detectable		
6. Meter Box with Lid	Lid marked "water" or "water meter"	Christy	B16 box with B-16 lid
7. Angle Meter Stop	1" Compression inlet x FIP outlet	Ford	BA43-444W-Q-NL
8. Meter Coupling	1" include gaskets	Ford Mueller	C38-44-2.5-Q-NL [illegible]
9. Water Meter & Register (manufacturer's test results are to be submitted with all meters)	1" meter and register. Provide Elster transmitter [illegible] with [illegible] connector. All registers to be facing [illegible] to [illegible] reading. Use 316 stainless steel bolts to fit meter.	Badger Sensus	1" Recordall M55 SR II
10. 1" Nipple	Type L rigid copper tubing, [illegible] length to suit		
11. 1" 90 Degree Elbow	Copper sweat joint		
12. 1" Copper Adapter	MIP x sweat joint (SJ)		
13. 1" 90 Degree Elbow	Brass, FIP x FIP		
14. 1" Ball Valve	supplied with RP		
15. 1" RP Backflow Prevention Device		Wilkins	975XL (no lead)
16. 1" 90 Degree Elbow	Brass		

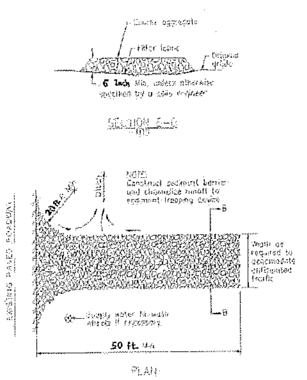
1 WATER STANDARDS
SCALE: NOT TO SCALE



NOTES:
1. Not applicable in areas with high silts and clays with out filter fabric.
2. Periodically remove and replace gravel. Old gravel may be used as backfill material if approved by Engineer.

TYPICAL SAND BAG BARRIER
NOT TO SCALE

2 STORM DRAIN INLET PROTECTION
SCALE: NOT TO SCALE



3 STABILIZED CONSTRUCTION ENTRANCE
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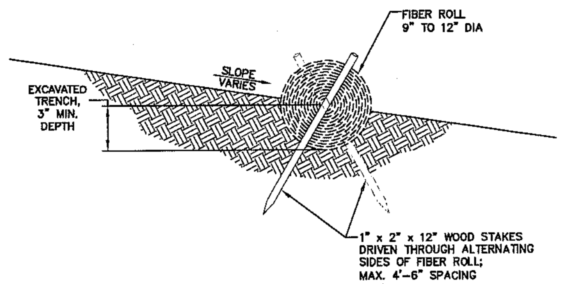

4 FIBER ROLL DETAIL
SCALE: NOT TO SCALE

5 SILT FENCING
SCALE: NOT TO SCALE

REGISTERED PROFESSIONAL ENGINEER JASMINE G. CUFFEE No. 59442 Exp. 12/31/15 CIVIL STATE OF CALIFORNIA

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1401 Willow Pass Road, Suite 500, Concord CA. 94520
harris-assoc.com (925) 827-4900

REV	DATE	DESCRIPTION	APPRO'D
DESIGNED BY: 18/09		FAIRVIEW SUBSTATION DETAILS	DRAWN BY: 18/09
APPROVED BY: JB			SCALE: 1"=20'-0" DATE: 1/24/14
			MAP #: NONE
		SILICON VALLEY POWER CITY OF SANTA CLARA	DRAWING NUMBER FV-C-0-X-12 REV 0
		CSC XX,XXX-X	SHEET 12of 14

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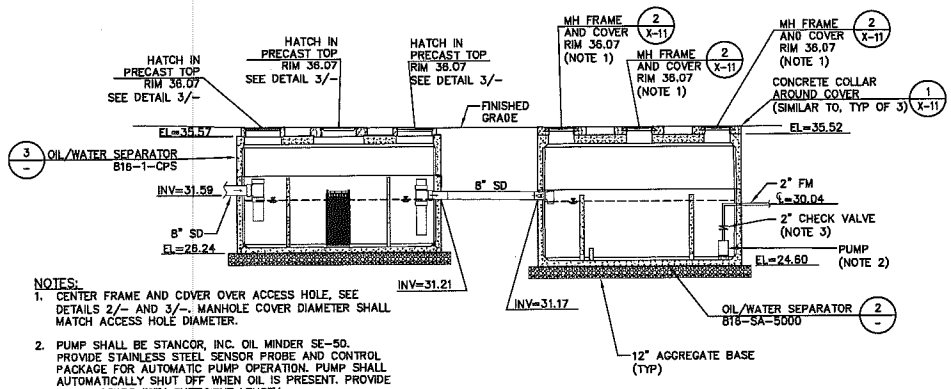
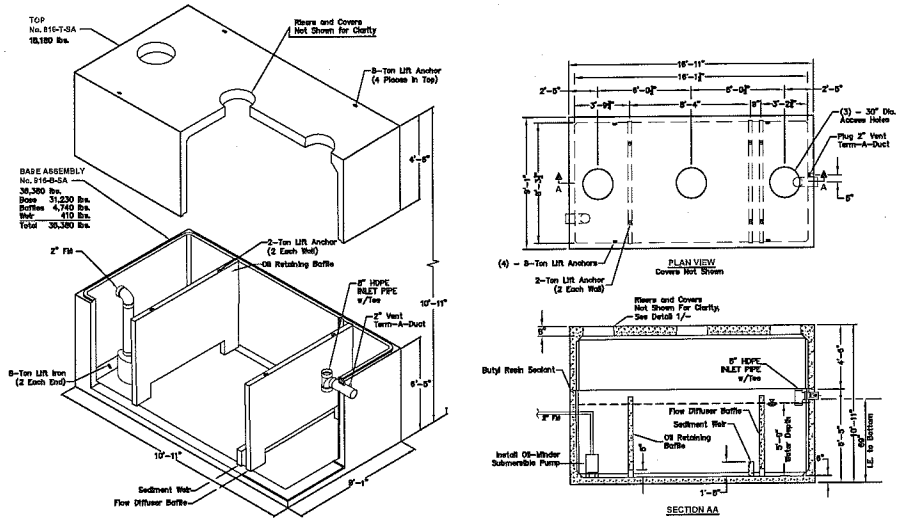


NOTES:

1. CENTER FRAME AND COVER OVER ACCESS HOLE, SEE DETAILS 2/- AND 3/-. MANHOLE COVER DIAMETER SHALL MATCH ACCESS HOLE DIAMETER.
2. PUMP SHALL BE STANCOR, INC. OIL MINDER SE-50. PROVIDE STAINLESS STEEL SENSOR PROBE AND CONTROL PACKAGE FOR AUTOMATIC PUMP OPERATION. PUMP SHALL AUTOMATICALLY SHUT OFF WHEN OIL IS PRESENT. PROVIDE ALARM CORDS WITH SUFFICIENT LENGTH.
3. PROVIDE SWING CHECK VALVE WITH LEVER AND WEIGHT CONFORMING TO AWWA C508. CHECK VALVE SHALL HAVE A STAINLESS STEEL DISC AND SHALL BE SUITABLE FOR USE WITH WATER AND OIL/PETROLEUM APPLICATIONS. CHECK VALVE SHALL BE MANUFACTURERED BY MILLIKEN, MODEL 8001 OR APPROVED EQUAL.

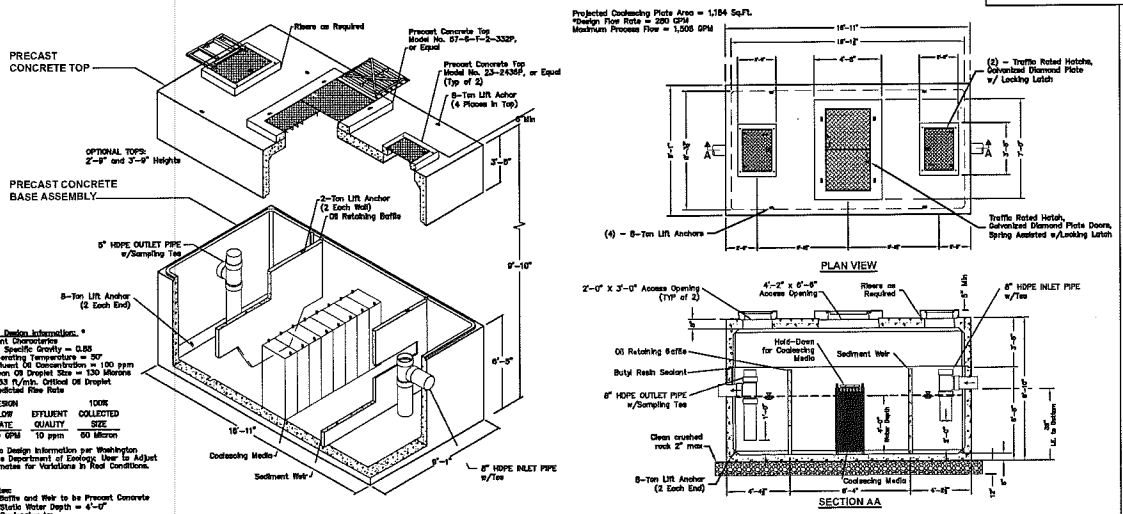
1 OIL/WATER SEPARATORS

SCALE: NOT TO SCALE



2 OIL/WATER SEPARATOR 816-SA-5000

SCALE: NOT TO SCALE



Basic Design Information: *
Influent Characteristics
- Oil Specific Gravity = 0.88
- Operating Temperature = 50°
- Influent Oil Concentration = 100 ppm
- Mean Oil Droplet Size = 130 Microns
- .033 ft/min. Critical Oil Droplet Predicted Rise Rate

*DESIGN FLOW RATE	EFFLUENT QUALITY	100% COLLECTED SIZE
280 GPM	10 ppm	60 Micron

*Basic Design Information per Washington State Department of Ecology. Year to Adjust Estimates for Variations in Real Conditions.

Notes:
1. Baffle and Weir to be Precast Concrete
2. Static Water Depth = 4'-0"
3. Contractor to: Fill with Clean Water After Backfilling is Complete and Prior to "Start-Up" of System

3 OIL/WATER SEPARATOR 816-1-CPS

SCALE: NOT TO SCALE

REGISTERED PROFESSIONAL ENGINEER JACINTO G. CUEVAS No. 59442 Exp. 12/31/15 CIVIL STATE OF CALIFORNIA

Harris & Associates
1401 Willow Pass Road, Suite 500, Concord CA, 94520
harris-assoc.com (925) 827-1900

REV	DATE	DESCRIPTION	APPR'D

DESIGNED BY: LA/DB
APPROVED BY: JG

FAIRVIEW SUBSTATION DETAILS

DRAWN BY: LA/DB
SCALE: 1"=20'-0"
DATE: 1/24/14
MAP #: NONE

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-C-O-X-13
REV: 0

CSC XX,XXX-X

SHEET 13 of 14

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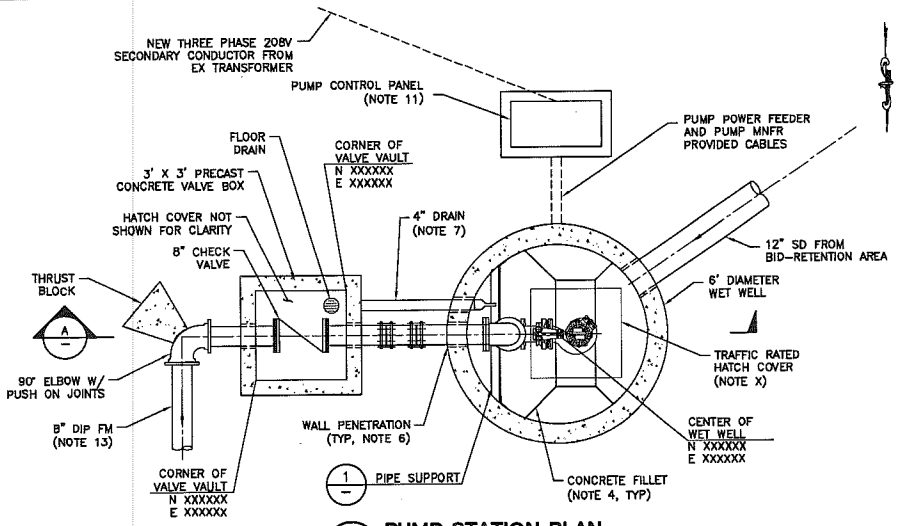
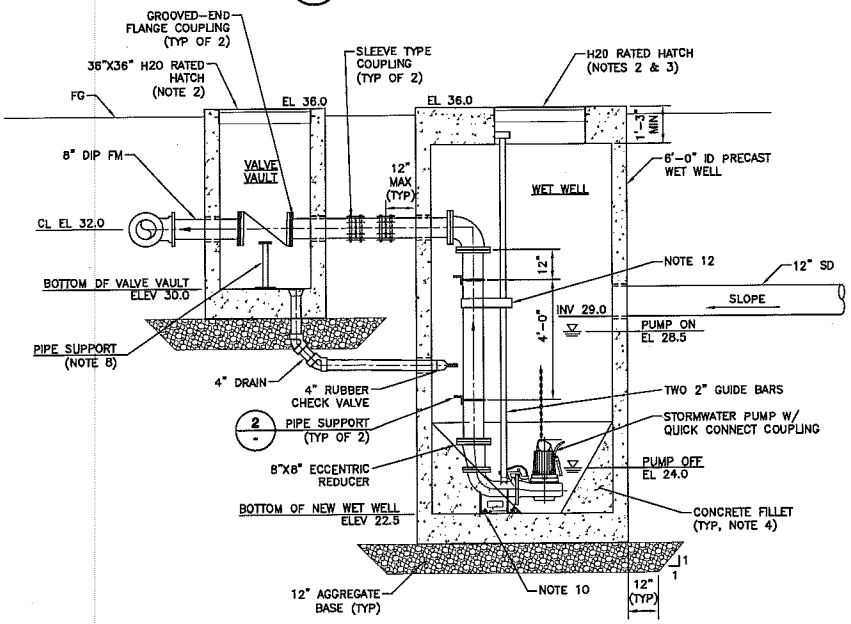


1 PUMP STATION PLAN

SCALE: 1/2"=1'-0"

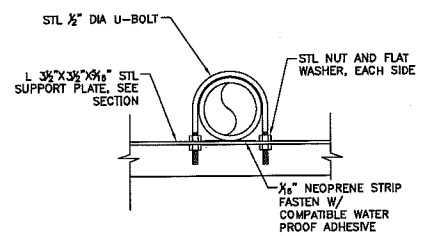


A SECTION - PUMP STATION

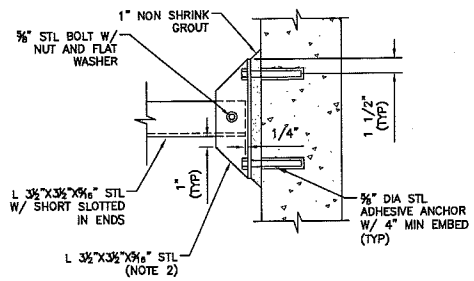
SCALE: 1/2"=1'-0"

PUMP STATION NOTES:

1. PRECAST CONCRETE VALVE VAULT AND WET WELL SHALL BE RATED FOR H20 LOADS.
2. HATCHES SHALL BE ALUMINUM, TRAFFIC RATED, AND SHALL BE INSTALLED INTO PRECAST STRUCTURES AT PRECAST MANUFACTURER'S PLANT. CONTRACTOR SHALL COORDINATE WITH HATCH AND PRECAST MANUFACTURERS.
3. WET WELL HATCH SHALL BE SUPPLIED WITH SAFETY GRATING. HATCH SIZE AND POSITION SHALL BE PER PUMP MANUFACTURER. CONTRACTOR SHALL COORDINATE WITH PUMP AND PRECAST MANUFACTURERS.
4. CONTRACTOR SHALL COORDINATE DIMENSIONS OF CONCRETE FILLETS WITH PUMP MANUFACTURER.
5. VALVE VAULT FLOOR SHALL SLOPE AT 1% TOWARDS FLOOR DRAIN. TIPPING THE VAULT TO SLOPE THE FLOOR IS UNACCEPTABLE.
6. PROVIDE A MODULAR MECHANICAL TYPE SEAL AT ALL WALL PENETRATIONS BELOW GRADE. SEAL SHALL BE MANUFACTURED BY THUNDERLINE CORP, CAIPCO PIPE LINX, OR EQUAL. ALL HARDWARE SHALL BE TYPE 316 STL. INSIDE DIAMETER OF EACH WALL OPENING SHALL BE AS RECOMMENDED BY THE SEAL MANUFACTURER. CONTRACTOR SHALL FILL ANNULAR SPACE WITH NON-SHRINK GROUT TO COVER BOLTS.
7. DRAIN PIPING SHALL BE SCHEDULE 80 PVC WITH SOLVENT WELDED JOINTS. CONTRACTOR SHALL SLOPE DRAIN PIPING AT A MINIMUM OF 2% TO THE WET WELL.
8. PIPE SUPPORT SHALL BE THREADED PIPE STAND, PIPE ADJUSTER, AND SADDLE AND U BOLT OR FLANGE CONNECTION. SUPPORT SHALL BE TOLCO 316T WITH TOLCO 318A OR 314 AT FLANGE CONNECTIONS, OR APPROVED EQUAL. SUPPORT SIZES SHALL BE PER MANUFACTURER'S RECOMMENDATIONS. ALL MATERIALS SHALL BE GALVANIZED STEEL. SUPPORT SHALL BE ANCHORED TO CONCRETE FLOOR WITH MINIMUM OF FOUR ½" DIAMETER ADHESIVE ANCHORS WITH MIN EMBED OF 6".
9. CONTRACTOR SHALL PROVIDE SUFFICIENT QUANTITY OF CABLE HOLDERS FOR THE POWER CABLES. HOLDERS SHALL BE LOCATED SUCH THAT THE THE CABLES AND PROBES ARE ACCESSIBLE BY MAINTENANCE PERSONNEL FROM THE OUTSIDE OF THE WET WELL.
10. CONTRACTOR SHALL DESIGN AND SUBMIT PUMP ANCHORAGE FOR APPROVAL. ANCHOR BOLTS SHALL BE TYPE 316 STAINLESS STEEL ADHESIVE ANCHORS. WEDGE OR EXPANSION ANCHORS WILL NOT BE ALLOWED.
11. PROVIDE 8" THICK MIN CONCRETE EQUIPMENT PAD FOR CONTROL PANEL. RIENFORCE WITH #4 BARS @ 8" EACH WAY. TOP OF PAD SHALL BE MIN 2" ABOVE GRADE AND HAVE TOOLED EDGES. PANEL SHALL BE GROUNDED WITH #3/0 BARE STANDARD UFER GROUND SURROUNDED BY CONCRETE BENEATH PAD. GROUNDING ELECRODE LENGTH MUST EQUAL 25' MIN.
12. PROVIDE BRACING FOR GUIDE BARS PER PUMP MANUFACTURER'S RECOMMENDATIONS.
13. FORCEMAIN SHALL SLOPE UPWARD TOWARDS DISCHARGE LOCATION. FORCEMAIN PIPING SHALL BE INSTALLED WITHOUT INTERMEDIATE HIGH OR LOW POINTS. FOR FORCEMAIN CONTINUATION, SEE DWG FV-C-0-X-7.
14. PUMP SET POINTS:
    HIGH LEVEL ALARM = EL 29.5
    PUMP ON = EL 28.5
    PUMP OFF = EL 24.0



PLAN



SUPPORT PLATE WALL CONNECTION SECTION

NOTES:

1. ALL MATERIAL AND HARDWARE SHALL BE STAINLESS STEEL.
2. BEND L APPROXIMATELY 30 DEGREES, OR AS REQUIRED, TO ATTACH FLUSH TO CIRCULAR WET WELL WALL.

2 PIPE SUPPORT

SCALE: NOT TO SCALE

REGISTERED PROFESSIONAL ENGINEER JOANNE G. CURTIS No. 54442 Exp. 12/31/15 CIVIL STATE OF CALIFORNIA

Harris & Associates
1401 Willow Pass Road, Suite 500, Concord CA, 94520
harris-assoc.com (925) 827-1900

REV	DATE	DESCRIPTION	APPRO'D

DESIGNED BY: KM
APPROVED BY: JG

FAIRVIEW SUBSTATION
PUMP STATION DETAILS

DRAWN BY: KM
SCALE: AS SHOWN
DATE: 1/24/14
MAP #: NONE

SILICON VALLEY POWER
CITY OF SANTA CLARA

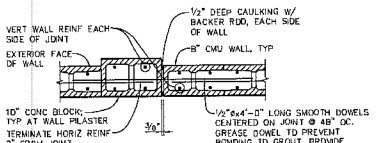
DRAWING NUMBER: FV-C-0-X-14
REV: 0

CSC XX,XXX-X

SHEET 14 of 14

H:\Silicon Valley Power\121-0347.01_FAIRVIEW-SUBSTATION\ FV-C-0-X-14 01/22/14 14:53 jgabriel XREFS: X-F-BORDER, X-TOPO, X-PUMP STATION

TYPICAL DETAILS



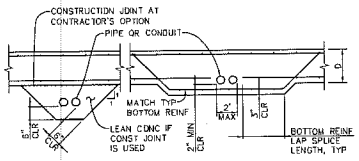
NOTE:
MAX JOINT SPACING = 20'-0" OC

DETAIL 1/X-1
3/4" = 1'-0"

LAP SPLICE SCHEDULE				
BAR SIZE	f'c=3000 PSI		f'c=4000 PSI	
	BOTTOM	TOP	BOTTOM	TOP
#3	16"	19"	16"	16"
#4	18"	24"	16"	24"
#5	24"	30"	24"	30"
#6	36"	42"	30"	36"
#7	42"	54"	36"	48"
#8	54"	72"	48"	60"

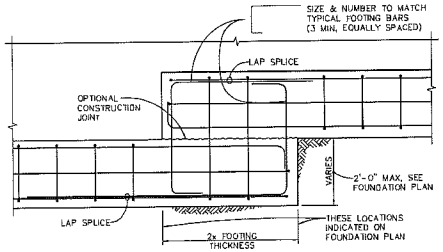
NOTES:
1. LAP SPLICE LOCATIONS SHALL BE APPROVED BY THE ENGINEER.
2. THE TOP BAR LAP SPLICE SHALL BE USED FOR HORIZONTAL BARS WHERE THERE IS MORE THAN 12" OF FRESH CONCRETE BELOW THE BAR. WALL HORIZONTAL BARS ARE 'TOP BARS'.
3. WHEN TWO BARS OF DIFFERENT SIZES ARE SPLICED, USE THE SHORTER LAP LENGTH.
4. STAGGER LAP SPLICES OF ADJACENT BARS BY 24".
5. MINIMUM CENTER TO CENTER BAR SPACING: 3" FOR #6 AND SMALLER, 5" FOR #7 AND LARGER. INCREASE LAP LENGTH BY A FACTOR OF 1.7 FOR SMALLER SPACING, BUT NO LESS THAN 1 1/2" CLEAR DISTANCE FOR #8 AND SMALLER; AND 2 1/2" CLEAR DISTANCE FOR #9 AND LARGER.

LAP SPLICE SCHEDULE 2/X-1
NO SCALE



NOTES:
1. DETAIL APPLICABLE TO MAXIMUM 8"ø PIPE.
2. NO FTG EXTENSION REQ'D FOR PIPE DEEPER THAN 12" BELOW FTG.

TYPICAL PIPE THRU CONCRETE 3/X-1
NO SCALE



TYPICAL FOOTING STEP 4/X-1
3/4" = 1'-0"

PROJECT DATA

1. PLANS AND CALCULATIONS FOR THE STRUCTURAL DESIGN WERE BASED UPON:
   - THE 2013 CALIFORNIA BUILDING CODE.
   - SOILS REPORT BY CORNERSTONE EARTH GROUP, DATED 9/27/12
2. DESIGN LOADS ARE AS FOLLOWS:

LATERAL	
SEISMIC	SITE CLASS D, I = 1.0, S_{DS} = 1.0, S_{D1} = 0.6
STRUCTURES	R=2
WALLS	R=3
WIND	110 MPH, EXPOSURE B
FOUNDATION	
BEARING PRESSURES	3000 PSF (D + L) 4000 PSF (SEISMIC OR WIND COMBINATION)
FRICTION COEFFICIENT	0.35
EQUIVALENT PASSIVE PRESSURE	450 PCF (SEISMIC OR WIND COMBINATION)

SYMBOLS

1. 1/X-1 — SECTION LETTER OR DETAIL NUMBER; DRAWING NUMBER WHERE SECTION OR DETAIL IS DRAWN

NOTES

GENERAL
ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT GOVERNING EDITION OF THE CALIFORNIA BUILDING CODE.

CONSTRUCTION LIABILITY
THE CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS AGREE THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS. THE CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

ABBREVIATIONS

@	AT	LG	LAG SCREW(S)
ø	DIAMETER	LL	LIVE LOAD
#	NUMBER	LLBB	LONG LEGS BACK TO BACK
		LLH	LONG LEG HORIZONTAL
AB	ANCHOR BOLT	LLV	LONG LEG VERTICAL
APPRDX	APPROXIMATE(LY)	LW	LIGHT WEIGHT
ARCH.	ARCHITECT(URAL)		
		MB	MACHINE BOLT(S)
BF	BOUNDARY FASTENING OR BRACED FRAME	MAX	MAXIMUM
		MECH	MECHANICAL
BLK	BLOCK	MFR	MANUFACTURER
BLKG	BLOCKING	MIN	MINIMUM
BLDG	BUILDING	MISC	MISCELLANEOUS
BM	BEAM		
BN	BOUNDARY NAILING	(N)	NEW
BOT	BOTTOM	NIC	NOT IN CONTRACT
BOF	BOTTOM OF FOOTING	No.	NUMBER
		NOM	NOMINAL
℄	CENTER LINE	NS	NEAR SIDE
CBC	CALIFORNIA BLDG CODE	NTS	NOT TO SCALE
CDH	CAST IN DRILLED HOLE		
CJ	CONSTRUCTION JOINT	OC	ON CENTER
CJP	COMPLETE JT PENETRATION	OD	OUTSIDE DIAMETER
CLR	CLEAR	OH	OPPOSITE HAND
CLSM	CONTROLLED LOW STRENGTH MATERIALS	OWSJ	OPEN WEB STEEL JOIST
CMP	CORRUGATED METAL PIPE	℗	METAL PLATE
CMU	CONCRETE MASONRY UNIT	PDF	POWDER DRIVEN FASTENER
COL	COLUMN	PTDF	PRESS. TREATED DOUG. FIR
CONC	CONCRETE	PLY	PLYWOOD
CONN	CONNECTION	PJP	PARTIAL JOINT PENETRATION
CONST	CONSTRUCTION	PSF	POUNDS PER SQUARE FOOT
CONT	CONTINUOUS	PSI	POUNDS PER SQUARE INCH
CSK	COUNTERSINK	PT	POINT OR POST TENSION
DBL	DOUBLE	R	RADIUS
DCW	DEMAND CRITICAL WELD	RCP	REINF CONC PIPE
DET	DETAIL	REINF	REINFORCED, REINFORCING
DF	DOUGLAS FIR	REQ'D	REQUIRED
DIAG	DIAGONAL	RS	ROUGH SAWN
DN	DOWN		
DO	DITTO	S.A.D.	SEE ARCH. DRAWINGS
DWG	DRAWING	SCHED	SCHEDULE
		SFRS	SEISMIC FORCE RESISTING SYSTEM
(E)	EXISTING	SHT	SHEET
EA	EACH	SHTG	SHEATHING
EF	EDGE FASTENING	SIM	SIMILAR
EL	ELEVATION	SM	SHEETMETAL
ELEV	ELEVATOR	SMS	SHEET METAL SCREW
EN	EDGE NAILING	SPEC(S)	SPECIFICATION(S)
EQ	EQUAL	SQ	SQUARE
EW	EACH WAY	STD	STANDARD
		STS	SELF TAPPING SCREW
FBC	FRAMED BEAM CONN	SYM	SYMMETRICAL
FIN	FINISH(ED)		
FND	FOUNDATION		
FOC	FACE OF CONCRETE	T&G	TONGUE AND GROOVE
FS	FAR SIDE	TBR	TO BE REMOVED
FTG	FOOTING	T.O.	TOP OF
		TOF	TOP OF FOOTING
Ga	GAUGE	T.O.P.	TOP OF PLATE
GALV	GALVANIZED	TOS	TOP OF SLAB OR STEEL
GL	GLUED LAMINATED BEAM	TOSW	TOP OF STEM WALL
		T.O.W.	TOP OF WALL
HEX	HEXAGONAL	TYP	TYPICAL
HGR	HANGER		
HORIZ	HORIZONTAL	U.N.O.	UNLESS NOTED OTHERWISE
HSB	HIGH STRENGTH BOLT		
HSS	HOLLOW STRUCT SECTION	VERT	VERTICAL
HT	HEIGHT		
		W/	WITH
IBC	INTERNATIONAL BLDG CODE	WF	WIDE FLANGE
ID	INSIDE DIAMETER	WP	WATERPROOF OR WORK POINT
INSP	INSPECTION/INSPECTOR	WPS	WELDING PROCEDURE SPECS
		WT	WEIGHT
JT	JOINT		

DRAWING INDEX

FV-S-0-X-1 GENERAL NOTES AND TYPICAL DETAILS
FV-S-0-X-2 FOUNDATION PLAN
FV-S-0-X-3 SECTIONS AND DETAILS; FOUNDATION
FV-S-D-X-4 SECTIONS AND DETAILS; DISCONNECT STRUCTURES
FV-S-0-X-5 SECTIONS AND DETAILS; BUS SUPPORTS AND DEAD END STRUCTURES
FV-S-0-X-6 SECTIONS AND DETAILS; ENCLOSURE ENTRY LANDINGS

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REV	DATE	DESCRIPTION	APPRVD

REGISTERED PROFESSIONAL ENGINEER — ALAN L. AYE — No. 52803 — Exp. 9/30/15 — STRUCTURAL — STATE OF CALIFORNIA

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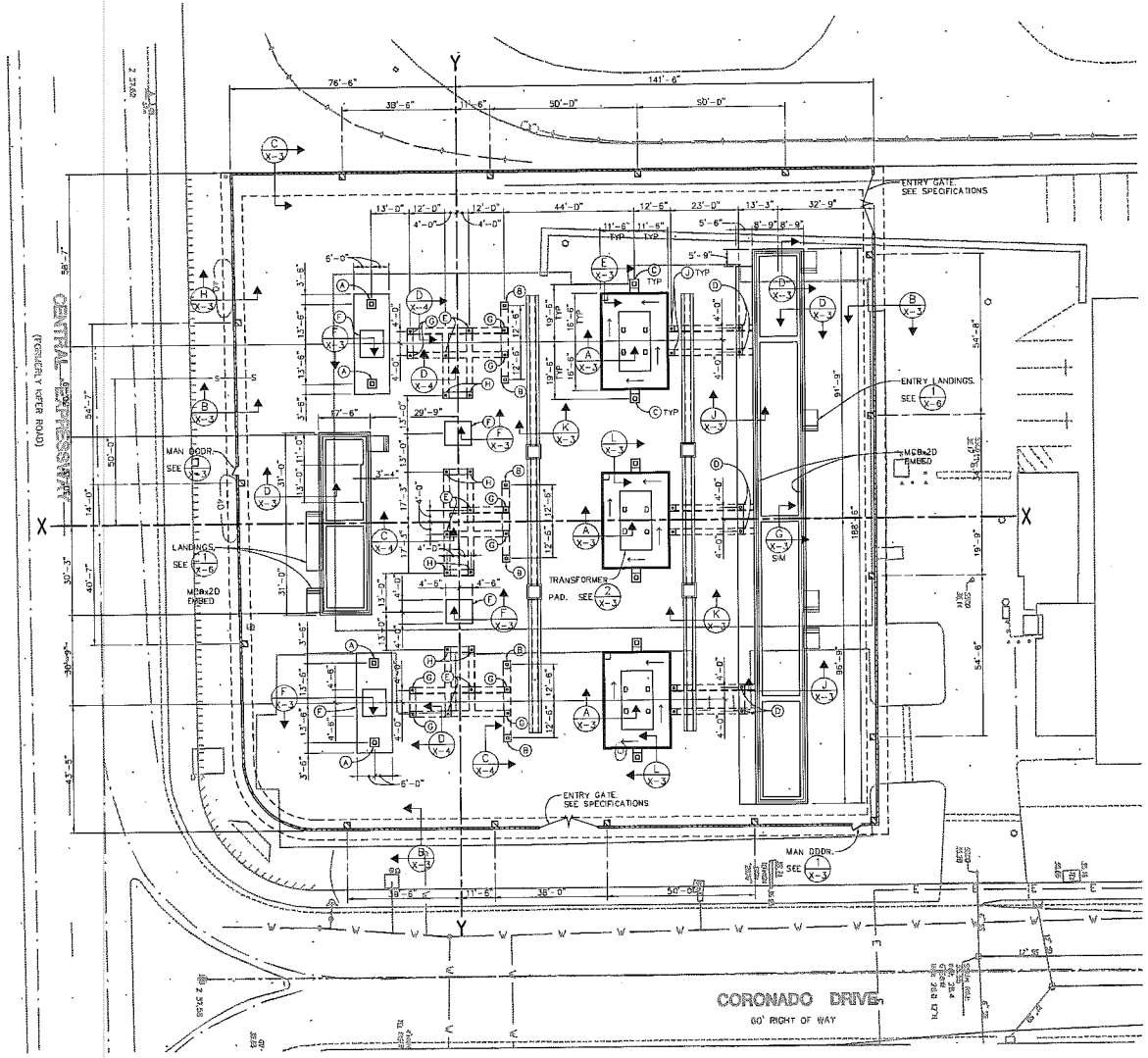
STRUCTURAL ENGINEERS
555 The Alameda
San Jose, California 95126
408-295-5515

BCA

DESIGNED BY:	AM	FAIRVIEW SUBSTATION GENERAL NOTES AND TYPICAL DETAILS	DRAWN BY: RLD
APPROVED BY:	MAN		SCALE: AS SHOWN — DATE: 4/22/13
			MAP #: NONE — SHT 1 OF 6
SILICON VALLEY POWER CITY OF SANTA CLARA		DRAWING NUMBER FV-S-0-X-1	REV

(20132535S1)

PLAN CHECK SET/NOT FOR CONSTRUCTION (1/23/14)



FOUNDATION PLAN

0 10 20 40 60

SCALE: 1"=20'-0"

PLAN CHECK SET/NOT FOR CONSTRUCTION (1/23/14)

FOUNDATION NOTES:

1. REFER TO CIVIL DRAWINGS FOR ELEVATIONS NOT INDICATED.
2. FOR DETAILED SOILS INFORMATION AND FOUNDATION REQUIREMENTS, REFER TO SOILS REPORT #345-3-1 BY CORNERSTONE EARTH GROUP DATED 7/27/12.
3. CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS SHOWN WITH ELECTRICAL DRAWINGS AND INFORM BOTH ELECTRICAL AND STRUCTURAL ENGINEER OF ANY CONFLICTING INFORMATION.
4. FOR PIPES EMBEDDED IN CONCRETE, SEE (3/X-1).
5. ANCHOR RODS AND BOLTS SHALL NOT BE WET SET.
6. ALL DIMENSIONS ARE TO CENTERLINE OF COLUMNS OR FACE OF CONCRETE, UNLESS NOTED OTHERWISE.
7. INDICATES CONCRETE BLOCK WALL.
8. INDICATES CONCRETE WALL OR CURB.
9. INDICATES DIRECTION OF 0.5% SLOPE AT TOP OF CONCRETE.
10. FOR REINFORCING BAR LAP SPLICES IN CONCRETE, SEE (2/X-1).
11. (A) INDICATES STRUCTURE TYPE. SEE SCHEDULE.
12. +26.21 INDICATES TOP OF WALL ELEVATION.
13. +14.00 INDICATES TOP OF FOOTING ELEVATION.
14. S---S INDICATES STEP AT GRADE BEAM. SEE (4/X-1).

REINFORCED STRUCTURAL MASONRY NOTES:

1. ALL CELLS IN CONCRETE BLOCK CONSTRUCTION SHALL BE FULLY GROUTED.
2. ALL VERTICAL STEEL IN WALLS AND COLUMNS SHALL BE LAPPED WITH DOWELS OF THE SAME SIZE AND SPACING INTO THE FOOTING UNLESS NOTED OTHERWISE. DOWELS SHALL BE DETAILED SIMILAR TO TYPICAL WALL DOWELS.
3. SPLICES OF REINFORCING STEEL IN CONCRETE BLOCK CONSTRUCTION SHALL BE CONTACT LAP SPLICES AS SHOWN ON THE DRAWINGS. ALL PROPOSED SPLICE LOCATIONS NOT SHOWN ON THE DRAWINGS SHALL BE REVIEWED BY THE ENGINEER. LAP SPLICE LENGTHS SHALL BE PER (2/X-1) UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
4. CONCRETE BLOCK WALLS SHALL HAVE VERTICAL CONTROL JOINTS AT 20'-0" MAX OC.

   VERTICAL CONTROL JOINTS SHALL BE CONSTRUCTED PER (1/X-1).
5. THE STANDARD WIDTH OF BOTH HORIZONTAL AND VERTICAL MORTAR JOINTS SHALL BE 3/8".
6. CONCRETE BLOCK CONSTRUCTION SHALL BE RUNNING BOND WITH OPEN ENDED BLOCK.

STRUCTURE SCHEDULE

MARK	DESCRIPTION	COLUMN	REFERENCE	NOTE
(A)	DEAD END - OVERHEAD BUS	HSS 16x16x5/8	(7/X-5)	1-2
(B)	DEAD END AT DISCONNECT SWITCH	HSS 12x12x1/4	(8/X-5)	1-2
(C)	DEAD END AT TRANSFORMER	HSS 12x12x1/4	(8/X-5)	1-2
(D)	12KV BUS SUPPORT	PIPE 10 STD	(1/X-5)	1-2
(E)	60KV BUS SUPPORT	PIPE 8 STD	(1/X-5)	1-2
(F)	BREAKER PAD	--	(F/X-3)	--
(G)	DISCONNECT SWITCH 'A'	PIPE 8 STD	(1/X-4)	1-2
(H)	DISCONNECT SWITCH 'B'	PIPE 8 STD	(1/X-4)	1-2
(J)	DISCONNECT SWITCH 'C'	PIPE 10 STD	(1/X-4)	1-2

NOTES:

1. SEE (C/X-4) FOR PEDESTAL REINFORCEMENT.
2. SEE (5/X-4) FOR BASE PLATE AND ANCHOR ROD SCHEDULE.

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REGISTERED PROFESSIONAL ENGINEER — JOHN L. NG — No. 52823 — Exp. 9/30/15 — STRUCTURAL — STATE OF CALIFORNIA

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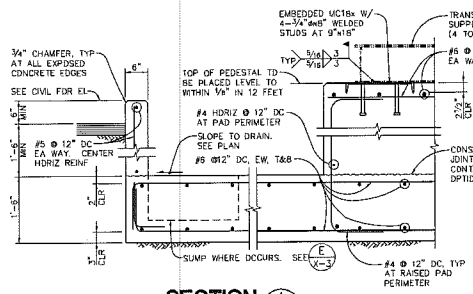
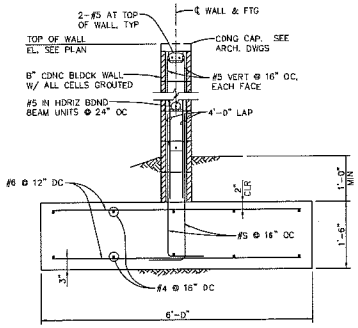
REV	DATE	DESCRIPTION	APPRVD

DESIGNED BY:	ANM	FAIRVIEW SUBSTATION	DRAWN BY: RLD
APPROVED BY:	MAH	FOUNDATION PLAN	SCALE: AS SHOWN / DATE: 4/22/13
			MAP #: NONE / SHT 2 OF 6
SILICON VALLEY POWER		CITY OF SANTA CLARA	DRAWING NUMBER: FV-S-0-X-2 / REV

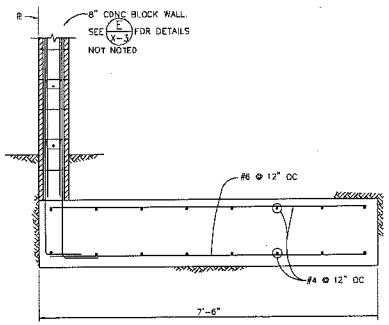
(201.325.352)
201.3253



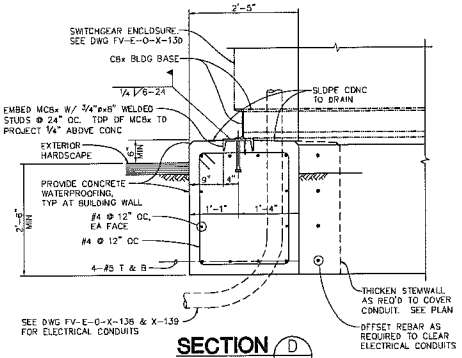
SECTION A X-3
3/4" = 1'-0"



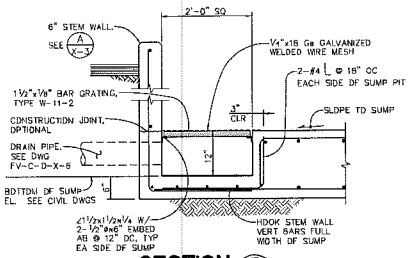
SECTION B X-3
3/4" = 1'-0"



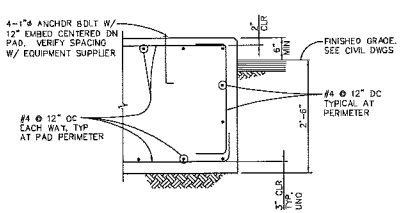
SECTION C X-3
3/4" = 1'-0"



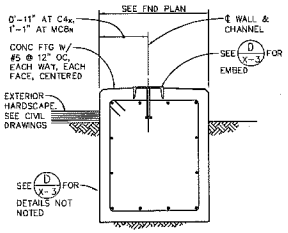
SECTION D X-3
3/4" = 1'-0"



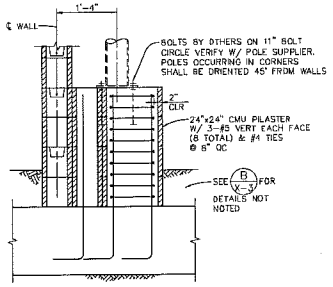
SECTION E X-3
3/4" = 1'-0"



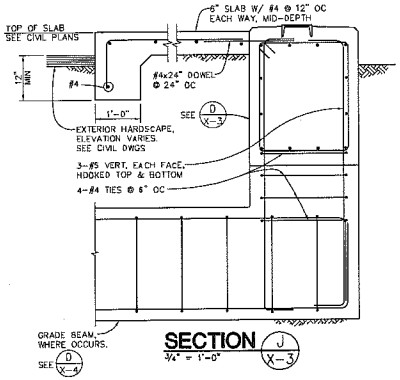
SECTION F X-3
3/4" = 1'-0"



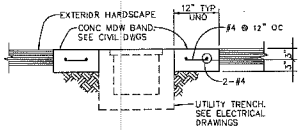
SECTION G X-3
3/4" = 1'-0"



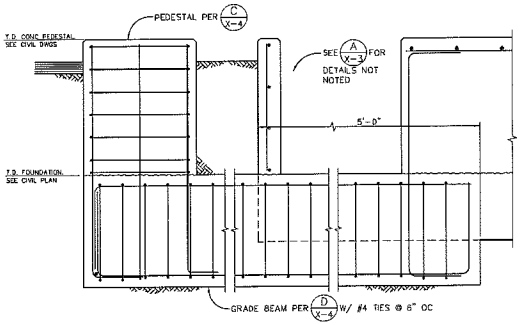
SECTION AT LIGHT POLE H X-3
3/4" = 1'-0"



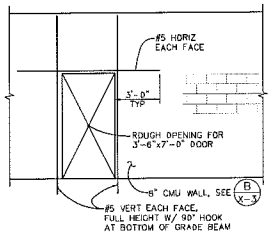
SECTION J X-3
3/4" = 1'-0"



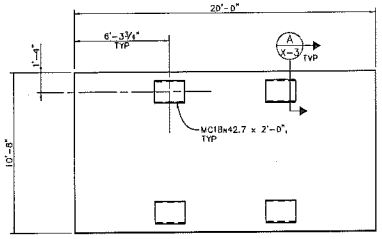
SECTION K X-3
3/4" = 1'-0"



SECTION L X-3
3/4" = 1'-0"



MAN-DOOR REINFORCING 1 X-3
1/4" = 1'-0"



EMBEDMENT PLAN AT TRANSFORMER PAD

DETAIL 2 X-3
1/4" = 1'-0"

PLAN CHECK SET/NOT FOR CONSTRUCTION (1/21/14)

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REV	DATE	DESCRIPTION	APPRV'D

REGISTERED PROFESSIONAL ENGINEER — ANTHONY L. NGUYEN — No. S2823 — Exp. 9/30/15 — STRUCTURAL — STATE OF CALIFORNIA

BIGGS CARDOSA ASSOCIATES INC
STRUCTURAL ENGINEERS
885 The Alameda
San Jose, California 95126
408-296-5515

BCA

DESIGNED BY:	AJN	
APPROVED BY:	MAH	

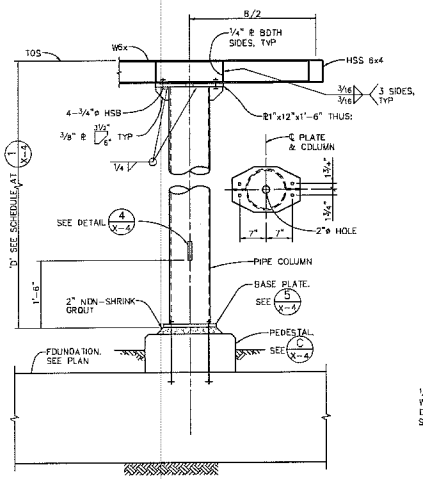
FAIRVIEW SUBSTATION

SECTIONS AND DETAILS; FOUNDATION

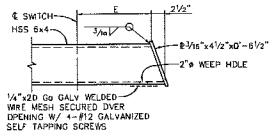
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: RLG	
SCALE: AS SHOWN	DATE: 4/22/13
MAP #: NONE	SHT 3 OF 6
DRAWING NUMBER FV-S-D-X-3	REV

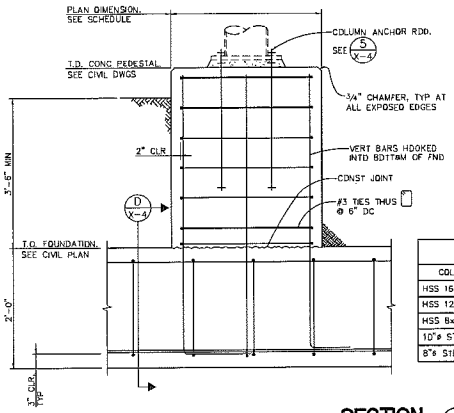
(201325353)



SECTION A X-4
3/4" = 1'-0"

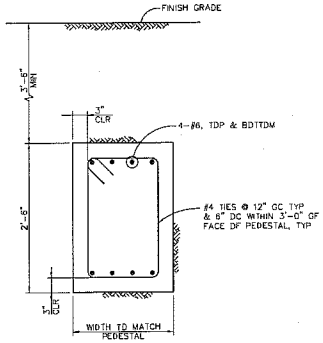


SECTION B X-4
1 1/2" = 1'-0"



PEDESTAL SCHEDULE		
COLUMN	PLAN DIMENSION	VERT REINF
HSS 16x16	3'-0" x 3'-0"	7 - #6 EA FACE (24 TOTAL)
HSS 12x12	2'-6" x 2'-6"	4 - #6 EA FACE (12 TOTAL)
HSS 8x8	2'-0" x 2'-0"	3 - #6 EA FACE (8 TOTAL)
10"ø STD PIPE	2'-0" x 2'-0"	3 - #6 EA FACE (8 TOTAL)
8"ø STD PIPE	2'-0" x 2'-0"	3 - #6 EA FACE (8 TOTAL)

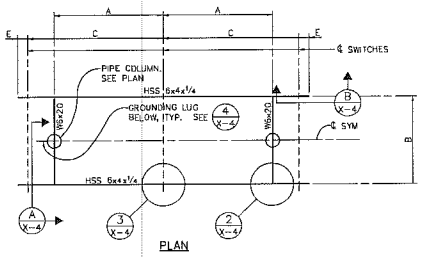
SECTION C X-4
1" = 1'-0"



SECTION D X-4
1" = 1'-0"

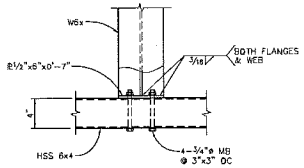
MARK	STRUCTURE	A	B	C	D	E
G	DISCONNECT SWITCH A (SEE NOTE)	4'-0"	5'-0"	6'-0"	15'-5 1/2"	1'-6"
H	DISCONNECT SWITCH B (SEE NOTE)	4'-0"	5'-0"	6'-0"	10'-5 1/2"	1'-6"
J	DISCONNECT SWITCH C	4'-0"	2'-9"	3'-0"	17'-11"	2'-6"

NOTES:
1. COORDINATE DISCONNECT SWITCH STRUCTURES W/ DISCONNECT SWITCH SUPPLIER. PROVIDE ALL WELDED BRACKETS REQUIRED FOR INSTALLATION OF DISCONNECT SWITCH OPERATOR AND SWITCH OPERATING MECHANISM.
2. PROVIDE OFFSET OPERATOR BRACKET FOR TYPE C. SEE DRAWING FV-E-0-X-130.
3. FOR DIMENSION 'D', SEE A X-4

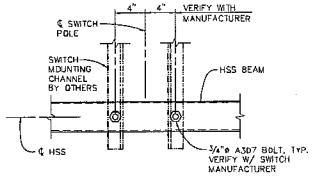


PLAN

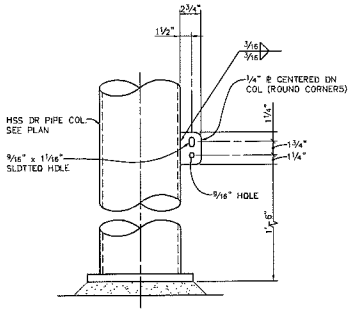
DISCONNECT STRUCTURES 1 X-4
1" = 1'-0"



DETAIL 2 X-4
1 1/2" = 1'-0"

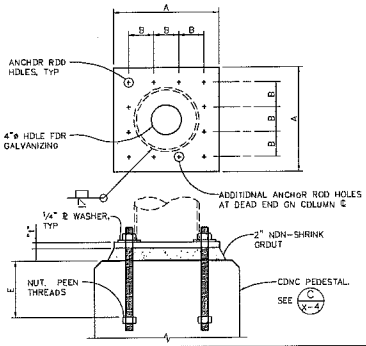


DETAIL 3 X-4
1 1/2" = 1'-0"



GROUNDING LUG

DETAIL 4 X-4
1 1/2" = 1'-0"



BASE PLATE SCHEDULE (ASTM A572, GR 50)							
COLUMN	A	B	"L"	HOLE		HIGH-STRENGTH ANCHOR ROD	
		BOLT TO BOLT SPACING		No.	DIA.	DIA.	E
HSS 16x16	30"	8"	2 1/2"	12	2"	1 3/4"	3'-0"
HSS 12x12	20"	8"	1 1/2"	8	1 1/4"	1"	2'-0"
HSS 8x8	15"	11"	1"	4	1 1/4"	1"	2'-0"
10ø STD PIPE	15"	11"	1"	4	1 1/4"	1"	2'-0"
8ø STD PIPE	13"	9 1/2"	1"	4	1 1/4"	1"	2'-0"

DETAIL 5 X-4
1 1/2" = 1'-0"

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REV	DATE	DESCRIPTION	APPRVD

REGISTERED PROFESSIONAL ENGINEER — SAM L. NG — No. 52823 — Exp. 9/30/15 — STRUCTURAL — STATE OF CALIFORNIA

BIGGS CARDOSA ASSOCIATES INC
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408-296-5515

DESIGNED BY:	ALN
APPROVED BY:	WBH

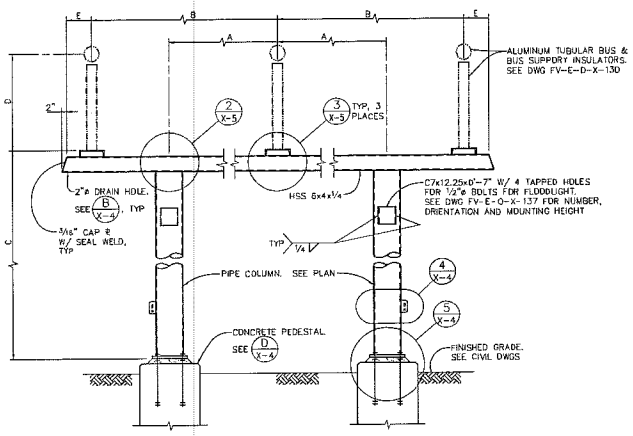
FAIRVIEW SUBSTATION
SECTIONS AND DETAILS; DISCONNECT STRUCTURES

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: RLO	
SCALE: AS SHOWN	DATE: 4/22/13
MAP #: NONE	SHT 4 OF 6
DRAWING NUMBER FV-S-0-X-4	REV

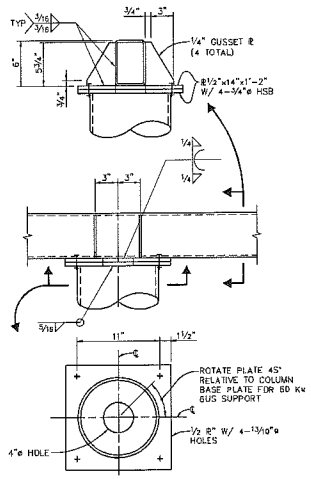
2013253 (2013253S4)

PLAN CHECK SET/NOT FOR CONSTRUCTION (1/23/14)

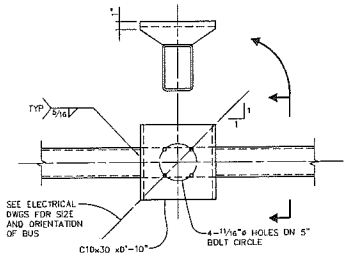


MARK	STRUCTURE	A	B	C	D	E
D	12 KV BUS SUPPORT	4'-0"	3'-0"	18'-7 1/2"	1'-4 1/2"	2'-0"
E	60 KV BUS SUPPORT	5'-7 7/8"	8'-5 13/16"	11'-1 1/2"	2'-10 1/2"	10"

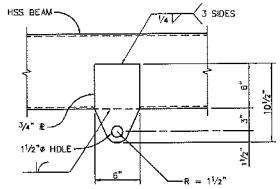
BUS SUPPORT ELEVATION (1 X-5)
1/2" = 1'-0"



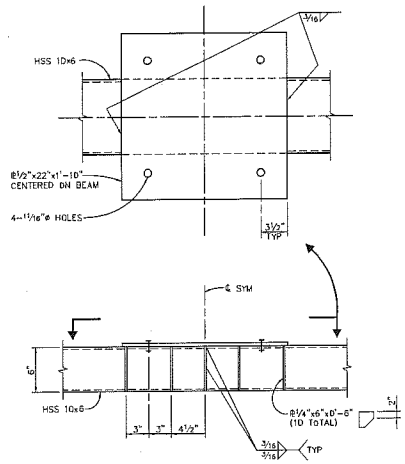
DETAIL (2 X-5)
1 1/2" = 1'-0"



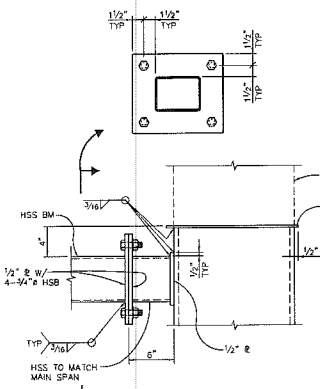
DETAIL (3 X-5)
1 1/2" = 1'-0"



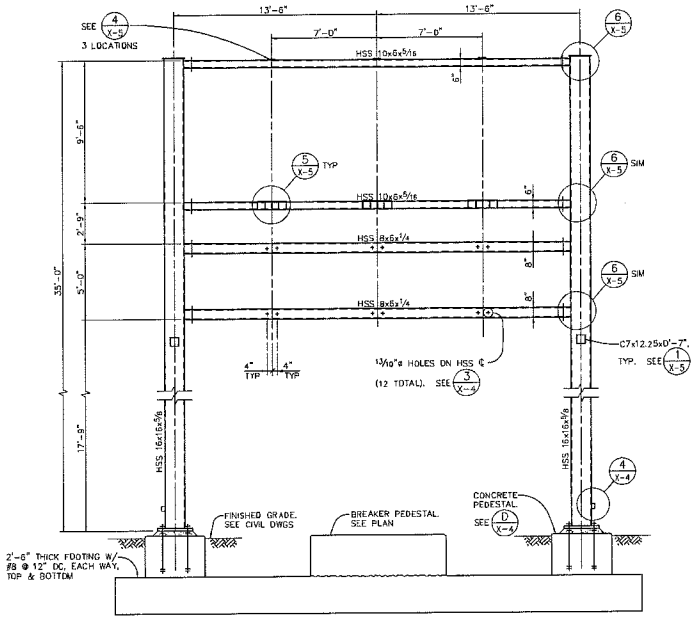
DETAIL (4 X-5)
1 1/2" = 1'-0"



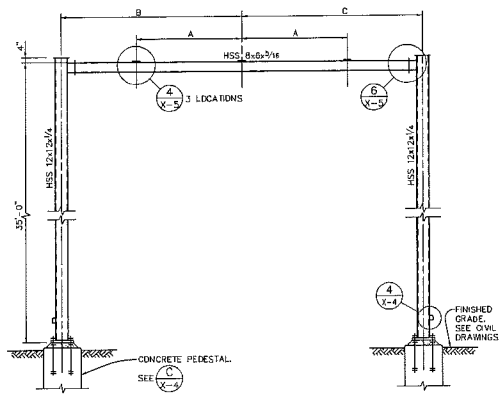
DETAIL (5 X-5)
1 1/2" = 1'-0"



DETAIL (6 X-5)
1 1/2" = 1'-0"



DEAD END ELEVATION (7 X-5)
1/4" = 1'-0"



MARK	STRUCTURE	A	B	C
B	D.E. AT DISCONNECT SWITCH	7'-0"	12'-6"	12'-6"
C	D.E. AT POWER TRANSFORMER	7'-0"	19'-6"	19'-6"

WIRE BUS DEAD END WEST ELEVATION (8 X-5)
1/4" = 1'-0"

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REV	DATE	DESCRIPTION	APPRV'D

REGISTERED PROFESSIONAL ENGINEER — MARK L. NYE — No. S2823 — Exp. 9/30/15 — STRUCTURAL — STATE OF CALIFORNIA

BIGGS CARDOSA ASSOCIATES INC
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665 The Alameda
San Jose, California 95126
408-296-5515

BCA

DESIGNED BY: ALN
APPROVED BY: MAH

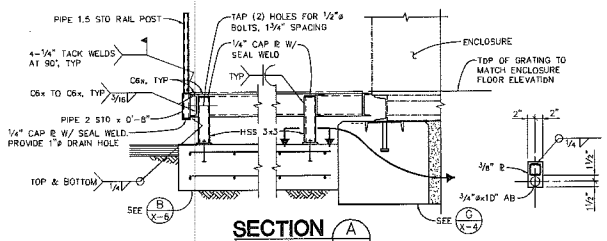
FAIRVIEW SUBSTATION
SECTIONS AND DETAILS;
BUS SUPPORTS AND
DEAD END STRUCTURES

DRAWN BY: RLQ
SCALE: AS SHOWN
DATE: 4/22/13
MAP #: NONE
SHT 5 OF 6

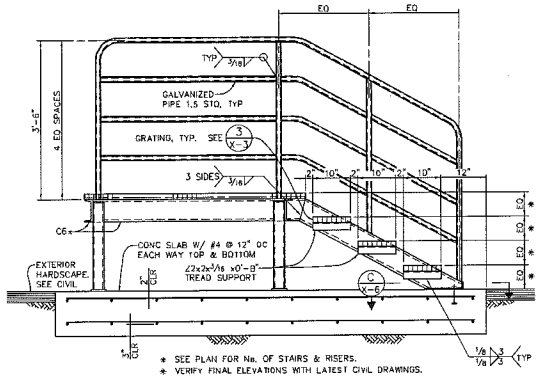
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-S-0-X-5
REV

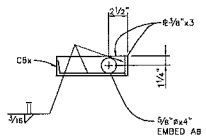
2013253 (2013253.55)



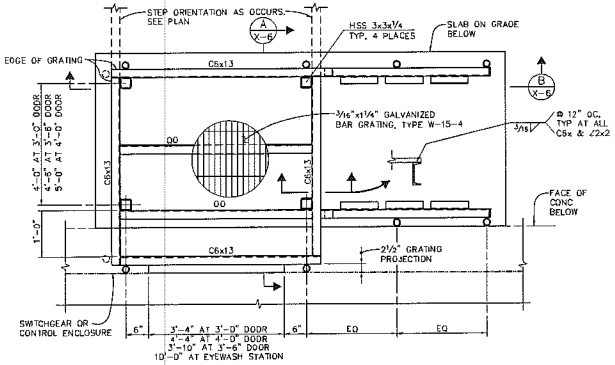
SECTION A X-6
3/4" = 1'-0"



SECTION B X-6
3/4" = 1'-0"



SECTION C X-6
1 1/2" = 1'-0"



ENCLOSURE LANDING PLAN 1 X-6
3/4" = 1'-0"

PLAN CHECK SET/NOT FOR CONSTRUCTION (1/23/14)

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REV	DATE	DESCRIPTION	APPRV'D

REGISTERED PROFESSIONAL ENGINEER — ADAM L. NEU — No. S2623 — Exp. 9/30/15 — STRUCTURAL — STATE OF CALIFORNIA

BIGGS CARDOSA ASSOCIATES INC
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408-286-5515

BCA

DESIGNED BY:	ALN
APPROVED BY:	MMH

FAIRVIEW SUBSTATION

SECTIONS AND DETAILS; ENCLOSURE ENTRY LANDINGS

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: RLO	
SCALE: AS SHOWN	DATE: 4/22/13
MAP #: NONE	SHT 6 OF 6
DRAWING NUMBER FV-S-0-X-6	REV

(2013.3255)

LEGEND

	POWER TRANSFORMER
	SF6 BREAKER
	3 POLE GROUP OPERATED DISCONNECT SWITCH
	3 POLE GROUP OPERATED DISCONNECT SWITCH WITH STANDARD ARCING HORN
(Q.B.)	3 POLE GROUP OPERATED DISCONNECT SWITCH WITH QUICK BREAK ARCING HORN
	DRAWOUT VACUUM BREAKER
100:1	VOLTAGE TRANSFORMER (VT). 100:1 INDICATES WINDING RATIO
500:1	VOLTAGE TRANSFORMER (VT) 500:1 INDICATES WINDING RATIO
3000:5 MR	BUSHING CURRENT TRANSFORMER 3000:5 INDICATES WINDING RATIO, MR INDICATES MULTI-RATIO
CPT	CONTROL POWER TRANSFORMER (CPT)
T,B	RELAY INFLUENCE SIGNAL, "T" INDICATES TRIPPING INFLUENCE, "B" INDICATES BLOCKING INFLUENCE IN BREAKER CLOSE CIRCUIT
LA	LIGHTNING ARRESTER
63XPM & 63XPL	TRANSFORMER SUDDEN PRESSURE RELAY FOR T1, T2 AND T3 – M INDICATES MAIN TANK – L INDICATES LTC TANK
49 T1, 49 T2 & 49 T3	TRANSFORMER WINDING TEMPERATURE RELAY FOR T1, T2 AND T3
86 T1, 86 T2 & 86 T3	LOCKOUT RELAY FOR T1, T2 AND T3
86B D, 86B E, 86B F, 86B G, 86B H, 86B J	LOCKOUT RELAY FOR 12KV MAIN BUS D, E, F, G, H OR J
86B K, 86B L, 86B M, 86B N, 86B P, 86B Q	LOCKOUT RELAY FOR 12KV AUXILIARY BUS K, L, M, N, P OR Q
87L 87L/M1-12, 87L 87L/M1-42 (SEL-311L-1)	LINE DIFFERENTIAL RELAYING & METERING DEVICE NO. 1 FOR BREAKERS 12, 42 – 87L INDICATES LINE DIFF. RELAY – M INDICATES METERING CAPABILITY – 67 INDICATES DIRECTIONAL OVERCURRENT – P INDICATES PHASE PROTECTION – G INDICATES GROUND PROTECTION – 1 INDICATES DEVICE NO. 1 – 12, 42 INDICATES BREAKER NUMBERS
87L 87L/M2-12, 87L 87L/M2-42 (SEL-311L-1)	LINE DIFFERENTIAL RELAYING & METERING DEVICE NO. 2 FOR BREAKERS 12, 42 – 87L INDICATES LINE DIFF. RELAY – M INDICATES METERING CAPABILITY – 67 INDICATES DIRECTIONAL OVERCURRENT – P INDICATES PHASE PROTECTION – G INDICATES GROUND PROTECTION – 2 INDICATES DEVICE NO. 2 – 12, 42 INDICATES BREAKER NUMBERS
PQM-T1, PQM-T2 & PQM-T3 (ION 7650)	POWER QUALITY METERS FOR XFMR T1, XFMR T2 AND XFMR T3.
87B-X 50/51 87Z (SEL-587Z)	12KV BUS DIFF. & OVERCURRENT PROTECTION RELAY – X INDICATES BUS D, E, F, G, H, J, K, L, M, N, P OR Q – 87Z INDICATES HIGH IMPEDANCE BUS DIFF. RELAY – 50/51 INDICATES BUS OVERCURRENT RELAY
W2 W1 50/P,G 51/P,G 87 51/P,G W3 V, W2 W1 50/P,G 51/P,G 87 51/P,G V W3 & W2 W1 50/P,G 51/P,G 87 51/P,G V W3 (SEL-387E)	TRANSFORMER DIFFERENTIAL RELAYING DEVICE FOR T1, T2, AND T3 – 87T INDICATES TRANSFORMER DIFFERENTIAL RELAY – 51 INDICATES NON-DIRECTIONAL OVERCURRENT – P INDICATES PHASE PROTECTION – G INDICATES GROUND PROTECTION – 1 INDICATES XFMR T1 – 2 INDICATES XFMR T2 – 3 INDICATES XFMR T3
T S 50/P,G 51/P,G 87 51/P,G W U, T S 50/P,G 51/P,G 87 51/P,G W U & T S 50/P,G 51/P,G 87 51/P,G W U (SEL-487E)	TRANSFORMER DIFFERENTIAL RELAYING AND METERING DEVICE FOR T1, T2, AND T3 – 87T INDICATES TRANSFORMER DIFFERENTIAL RELAY – 51 INDICATES NON-DIRECTIONAL OVERCURRENT – P INDICATES PHASE PROTECTION – G INDICATES GROUND PROTECTION – 1 INDICATES XFMR T1 – 2 INDICATES XFMR T2 – 3 INDICATES XFMR T3
BM XXX, BM1 XXX & BM2 XXX (SEL-451-5)	– RELAYING AND METERING DEVICES FOR BREAKERS – BAY CONTROL, AUTOMATION & PROTECTION RELAY, WITH INSTANTANEOUS AND TIME OVERCURRENT (P, G, Q), BREAKER FAILURE, & FREQUENCY PROTECTION AND RECLOSING ELEMENTS AND METERING CAPABILITY – R INDICATES RELAYING CAPABILITY – M INDICATES METERING CAPABILITY – 1 WHEN PRESENT, INDICATES DEVICE NO. 1 – 2 WHEN PRESENT, INDICATES DEVICE NO. 2 – XXX INDICATES CIRCUIT BREAKER NUMBER
AFD IB1, AFD IB2 & AFD IB3 (SEL 751A)	ARC FLASH PROTECTION RELAY – IB1, IB2 OR IB3 INDICATES INCOMING BUS 1, BUS 2 OR BUS 3
AFD X (SEL 751A)	ARC FLASH PROTECTION RELAY – X INDICATES SWGR BUS D, E, F, G, H, J, K, M, N, P OR Q
AFD XXX (SEL 751A)	– XXX INDICATES FEEDER NUMBER–1D1, 1D2, 1D3, 1D4, 1D5, 1D6 1D7, 2D1, 2D2, 2D3, 2D4, 2D5, 2D6, 2D7, 3D1, 3D2, 3D3, 3D4 3D5, 3D6 OR 3D7.
W	POTENTIAL INDICATING/STATUS LIGHT (W INDICATES WHITE LIGHT)
X	TEST SWITCH
A	ALARM
10, D, VT-1	BUS OR EQUIPMENT ID NAMEPLATE SEE FV-E-D-X-161 FOR DETAILS
23	THERMOSTAT
63	PRESSURE SWITCH
	N.O. SW CONTACT
	N.C. SW CONTACT
	WYE CONNECTION
	GROUNDED WYE
	DELTA CONNECTION
	GROUND CONNECTIONS
SD	SMOKE DETECTOR
SIC	RS-232/RS-485 SIGNAL INTERFACE CONVERTER
T	RS-485 TERMINATION RESISTOR, 120 OHM, U.O.N.
TS	IRIG-B TIME CODE TERMINATION RESISTOR, 50 OHM
FX	FIBER OPTIC TRANSCEIVER, SEL 2812 MT/MR
	SHORTING TERMINAL BLOCK
	NON-SHORTING TERMINAL BLOCK
	HEAVY DUTY DISCONNECT SWITCH, 600V, 3 POLE NEMA 3R, LOCKABLE

ABBREVIATIONS

A.C.	ALTERNATING CURRENT
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AFD	ARC-FLASH DETECTOR
AL	ALUMINUM
ANN	ANNUNCIATOR
ATS	AUTOMATIC TRANSFER SWITCH
AUX	AUXILIARY
AWG	AMERICAN WIRE GAUGE
BATT.	BATTERY
BF	BREAKER FAILURE
BFT	BREAKER FAILURE TRIP
BKR	BREAKER
BLDG.	BUILDING
BM	BENCH MARK
BOM	BILL OF MATERIALS
B/U	BACKUP
CAB	CABINET
CAT.	CATALOG
CB	CIRCUIT BREAKER
℄	CENTER LINE
CHGR	CHARGER
CKT	CIRCUIT
CMU	CONCRETE MASONRY UNIT
CNTL	CONTROL
CPT	CONTROL POWER TRANSFORMER
CS	CONTROL SWITCH
CSC	CITY OF SANTA CLARA
CT	CURRENT TRANSFORMER
D.C.	DIRECT CURRENT
DCP	DIRECT CURRENT PANEL
DCPM	DIRECT CURRENT PANEL MAIN
DEV.	DEVICE
DIA.	DIAMETER
DIFF.	DIFFERENTIAL
DISC	DISCONNECT
DOT	DEPARMENT OF TRANSPORTATION
DS	DISCONNECT SWITCH
DWG.	DRAWING
EF	EXHAUST FAN
EQPT	EQUIPMENT
EXH.	EXHAUST
FACP	FIRE ALARM CONTROL PANEL
FDR	FEEDER
F.E.	FIRE EXTINGUISHER
FIG.	FIGURE
F.O.	FIBER OPTIC
FT.	FEET
FUT.	FUTURE
GA	GAUGE
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
GPS	GLOBAL POSITIONING SYSTEM
HH	HAND HOLE
HPS	HIGH PRESSURE SODIUM
H.S.O.C.	HIGH-SIDE OVERCURRENT
HT.	HEIGHT
HVAC	HEATING, VENTILATING AND AIR CONDITIONING
ID	IDENTIFICATION
IND	INDICATION
I/O	INPUT/OUTPUT
KAIC	THOUSAND AMPS INTERRUPTING CURRENT
KCMIL	THOUSAND CIRCULAR MILS
KV	KILOVOLT
LA	LIGHTNING ARRESTER
LCP	LIGHTING CONTROL PANEL
LED	LIGHT EMITTING DIODE
L.S.O.C.	LOW-SIDE OVERCURRENT
LTC	LOAD TAP CHANGER
LTG	LIGHTING
LTS	LIGHTS
MCOV	MAXIMUM CONTINUOUS OPERATING VOLTAGE
MECH	MECHANICAL
MLO	MAIN LUG ONLY
MR	MULTI RATIO
MVA	MEGAVOLT AMPERE
N	NEUTRAL
NC	NORMALLY CLOSED
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
ND	NORMALLY OPEN
NP	NAMEPLATE
NTS	NOT TO SCALE
ONAN	OIL-FILLED, SELF-COOLED
ONAF	OIL-FILLED, FORCED-AIR COOLED
O/H	OVERHEAD
ø, PH	PHASE
P/L	PROPERTY LINE
PNL	PANEL
PRI	PRIMARY
PQM	POWER QUALITY METER
POT.	POTENTIAL
PROC.	PROCESS
PTN	PROTECTION
PS	POWER SUPPLY
PT	POTENTIAL TRANSFORMER
PTC	POSITIVE TEMPERATURE COEFFICIENT
Q.B.	QUICK BREAK
REQ'D	REQUIRED
RM.	ROOM
RGS	RIGID GALVANIZED STEEL
RT	RETRIP
SA	SURGE ARRESTER
SCADA	SUPERVISORY CONTROL & DATA ACQUISITION
SCHEM	SCHEMATIC
SCH	SCHEDULE
SEC.	SECOND, SECONDARY
SH	SHEET
SHLD	SHIELDED
SP	SPARE
SVP	SILICON VALLEY POWER
SW	SWITCH
SWB, SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
TB	TERMINAL BLOCK
T.B.	TRIP & BLOCK CLOSE
TCO	TRIP CUT-OUT
TEL	TELEPHONE
TEMP	TEMPORARY
TERM.	TERMINATION
TOC	TOP OF CONCRETE
TOW	TOP OF WALL
TOP	TOP OF PAVEMENT
TRANS	TRANSITION
TRANSF.	TRANSFORMER
TYP	TYPICAL
U.G.	UNDERGROUND
UG 1000	CITY OF SANTA CLARA ENGINEERING STANDARD FOR UNDERGROUND UTILITY INSTALLATIONS
U.O.N.	UNLESS OTHERWISE NOTED
VT	VOLTAGE TRANSFORMER
WP	WEATHERPROOF
W	WIRE/WIDTH
W/	WITH
XFMR	TRANSFORMER

REV	DATE	DESCRIPTION	APPR'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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(408) 986-8558
FAX (408) 986-9627
PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

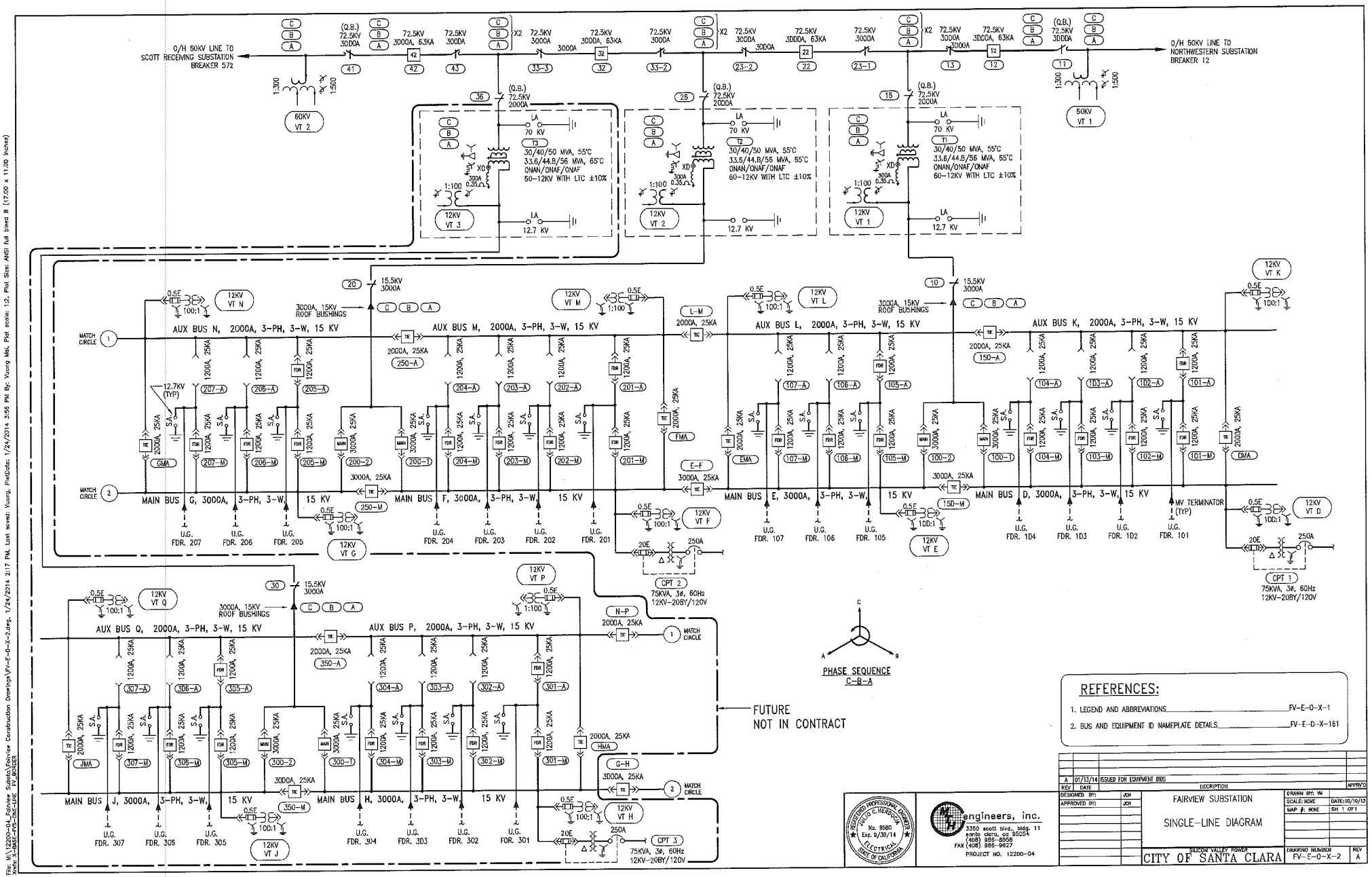
LEGEND AND ABBREVIATIONS

DRAWN BY: IW
SCALE: NONE
DATE: 03/10/13
MAP #: NONE
SH 1 OF 1

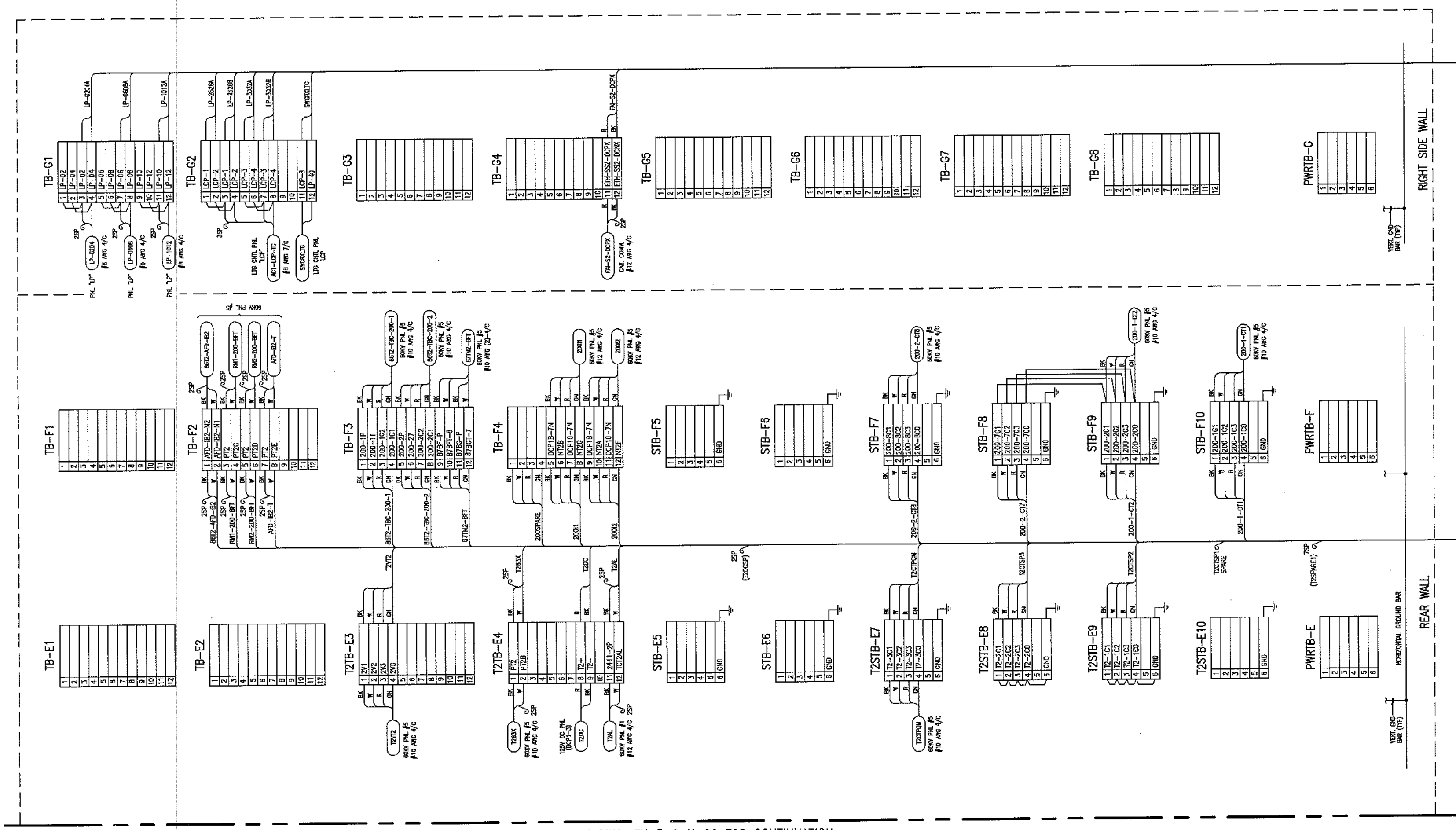
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-0-X-1
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-1.dwg, 1/24/2014 2:17 PM, Last saved: Vuong, PlotDate: 1/24/2014 3:56 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: X-BASE-XYS-LEGEND FV-BORDER-CP


O/H 60KV LINE TO SCOTT RECEIVING SUBSTATION BREAKER 572
O/H 60KV LINE TO NORTHWESTERN SUBSTATION BREAKER 12
60KV VT 2
60KV VT 1
12KV VT 3
12KV VT 2
12KV VT 1
T3 30/40/50 MVA, 55°C 33.6/44.8/56 MVA, 65°C ONAN/ONAF/ONAF 60-12KV WITH LTC ±10%
T2 30/40/50 MVA, 55°C 33.6/44.8/56 MVA, 65°C ONAN/ONAF/ONAF 60-12KV WITH LTC ±10%
T1 30/40/50 MVA, 55°C 33.6/44.8/56 MVA, 65°C ONAN/ONAF/ONAF 60-12KV WITH LTC ±10%
AUX BUS N, 2000A, 3-PH, 3-W, 15 KV
AUX BUS M, 2000A, 3-PH, 3-W, 15 KV
AUX BUS L, 2000A, 3-PH, 3-W, 15 KV
AUX BUS K, 2000A, 3-PH, 3-W, 15 KV
AUX BUS Q, 2000A, 3-PH, 3-W, 15 KV
AUX BUS P, 2000A, 3-PH, 3-W, 15 KV
MAIN BUS G, 3000A, 3-PH, 3-W, 15 KV
MAIN BUS F, 3000A, 3-PH, 3-W, 15 KV
MAIN BUS E, 3000A, 3-PH, 3-W, 15 KV
MAIN BUS D, 3000A, 3-PH, 3-W, 15 KV
MAIN BUS J, 3000A, 3-PH, 3-W, 15 KV
MAIN BUS H, 3000A, 3-PH, 3-W, 15 KV
3000A, 15KV ROOF BUSHINGS
MV TERMINATOR (TYP)
CPT 1 75KVA, 3ø, 60Hz 12KV-208Y/120V
CPT 2 75KVA, 3ø, 60Hz 12KV-208Y/120V
CPT 3 75KVA, 3ø, 60Hz 12KV-208Y/120V
FUTURE NOT IN CONTRACT
PHASE SEQUENCE C-B-A
REFERENCES:
1. LEGEND AND ABBREVIATIONS FV-E-0-X-1
2. BUS AND EQUIPMENT ID NAMEPLATE DETAILS FV-E-0-X-161
REGISTERED PROFESSIONAL ENGINEER VIJAY C. HERDOCIA No. 9560 Exp. 9/30/14 ELECTRICAL STATE OF CALIFORNIA
engineers, inc. 3350 scott blvd., bldg. 11 santa clara, ca 95054 (408) 986-8556 FAX (408) 986-9527
PROJECT NO. 12200-04
REV DATE DESCRIPTION APPRV'D
A 01/13/14 ISSUED FOR EQUIPMENT BIDS
DESIGNED BY: JCH
APPROVED BY: JCH
FAIRVIEW SUBSTATION
SINGLE-LINE DIAGRAM
SILICON VALLEY POWER
CITY OF SANTA CLARA
DRAWN BY: VM
SCALE: NONE
DATE: 05/10/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER FV-E-0-X-2
REV A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-85.dwg, 1/24/2014 2:17 PM, Last saved: Young, PlotDate: 1/24/2014 3:56 PM By: Young Mo, Plot scale: 1:2, Plot Size: ANSI Full Bleed B (17.00 x 11.00 Inches)
Xref: X-BASE-FVS-EXTCONN FV-BORDER-CP



SEE DWG. FV-E-0-X-86 FOR CONTINUATION

FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	DWG. No.	TO DESTINATION
SUBSTATION YARD MAINT./EMG. LTG	#8	2-1/C	LP-0204A		
SUBSTATION YARD MAINT./EMG. LTG	#8	2-1/C	LP-0608A		
SUBSTATION YARD MAINT./EMG. LTG	#8	2-1/C	LP-1812A		
SUBSTATION YARD SECURITY LTG	#8	2-1/C	LP-2628A		
SUBSTATION YARD SECURITY LTG	#8	2-1/C	LP-2628B		
SWGR ENCLOSURE EXTERIOR LIGHTING	#18	2-1/C	SWGRXLTG		SWGR MASTER TERM. CAB. #1 (UNIT 18)
BACKUP DC PWR TB ETH SW FN-S2	#16	2/C	FN-S2-DCPX		SWGR MASTER TERM. CAB. #1 (UNIT 18)
86T2 STATUS TO AFD-IB2	#12	4/C	86T2-AFD-IB2		SWGR MASTER TERM. CAB. #1 (UNIT 18)
RM1-200-BFT TB 86T2	#18	4/C	RM1-200-BFT		SWGR MASTER TERM. CAB. #1 (UNIT 18)
RM2-200-BFT TO 86T2	#18	4/C	RM2-200-BFT		SWGR MASTER TERM. CAB. #1 (UNIT 18)
AFD-IB2-TRIP TO 86T2	#18	4/C	AFD-IB2-T		SWGR MASTER TERM. CAB. #1 (UNIT 18)
86T2 TRIP & BLOCK CLOSE	#18	4/C	86T2-TBC-200-1		SWGR MASTER TERM. CAB. #1 (UNIT 18)
86T2 TRIP & BLOCK CLOSE	#18	4/C	86T2-TBC-200-2		SWGR MASTER TERM. CAB. #1 (UNIT 18)
87TM2-BFT TO 86B-F AND 86B-G	#18	4/C	87TM2-BFT		SWGR MASTER TERM. CAB. #1 (UNIT 18)
SPARE	#18	4/C	200SPARE		SWGR MASTER TERM. CAB. #1 (UNIT 18)
BKR STATUS TO 87TM-2/X7T-2	#12	4/C	20011		SWGR MASTER TERM. CAB. #1 (UNIT 18)
BKR STATUS TO 87TM-2/87T-2	#12	4/C	20012		SWGR MASTER TERM. CAB. #1 (UNIT 18)
CT INPUT TB 87TM-X	#18	4/C	200-2-CT8		SWGR MASTER TERM. CAB. #1 (UNIT 18)
CT INPUT TB 87T-2	#18	4/C	200-2-CT7		SWGR MASTER TERM. CAB. #1 (UNIT 18)
CT INPUT TO 87T-2	#18	4/C	200-1-CT2		SWGR MASTER TERM. CAB. #1 (UNIT 18)
CT INPUT TB 87TM-2	#18	4/C	200-1-CT1		SWGR MASTER TERM. CAB. #1 (UNIT 18)
T2 12KV POTENTIAL	#18	4/C	T2VT2		T2 CONTROL CABINET
T2 SUDDEN PRESS CNTL	#10	4/C	T263X		T2 CONTROL CABINET
DC POWER FOR T2 63X	#18	2/C	T2DC		T2 CONTROL CABINET
T2 DYN/BECK FAIL	#12	4/C	T2AL		T2 CONTROL CABINET
SPARE	#18	2/C	T2DCSP		T2 CONTROL CABINET
XFMR T2 METERING	#10	4/C	T2CTPOM		T2 CONTROL CABINET
XFMR T2 CT-7/8/9	#18	4/C	T2CTSP3		T2 CONTROL CABINET
XFMR T2 CT-1/2/3	#10	4/C	T2CTSP2		T2 CONTROL CABINET
SPARE	#18	4/C	T2CTSP1		T2 CONTROL CABINET
SPARE	#18	7/C	T2SPARE1		T2 CONTROL CABINET

REV	DATE	DESCRIPTION	APPR'D
A	02/25/14	ISSUED FOR BIDS	

DESIGNED BY: JCH
APPROVED BY: JCH

REGISTERED PROFESSIONAL ENGINEER JULIO C. HERDOCIA No. 9560 Exp. 9/30/14 ELECTRICAL STATE OF CALIFORNIA

MH engineers, inc.
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PROJECT NO. 12200-04

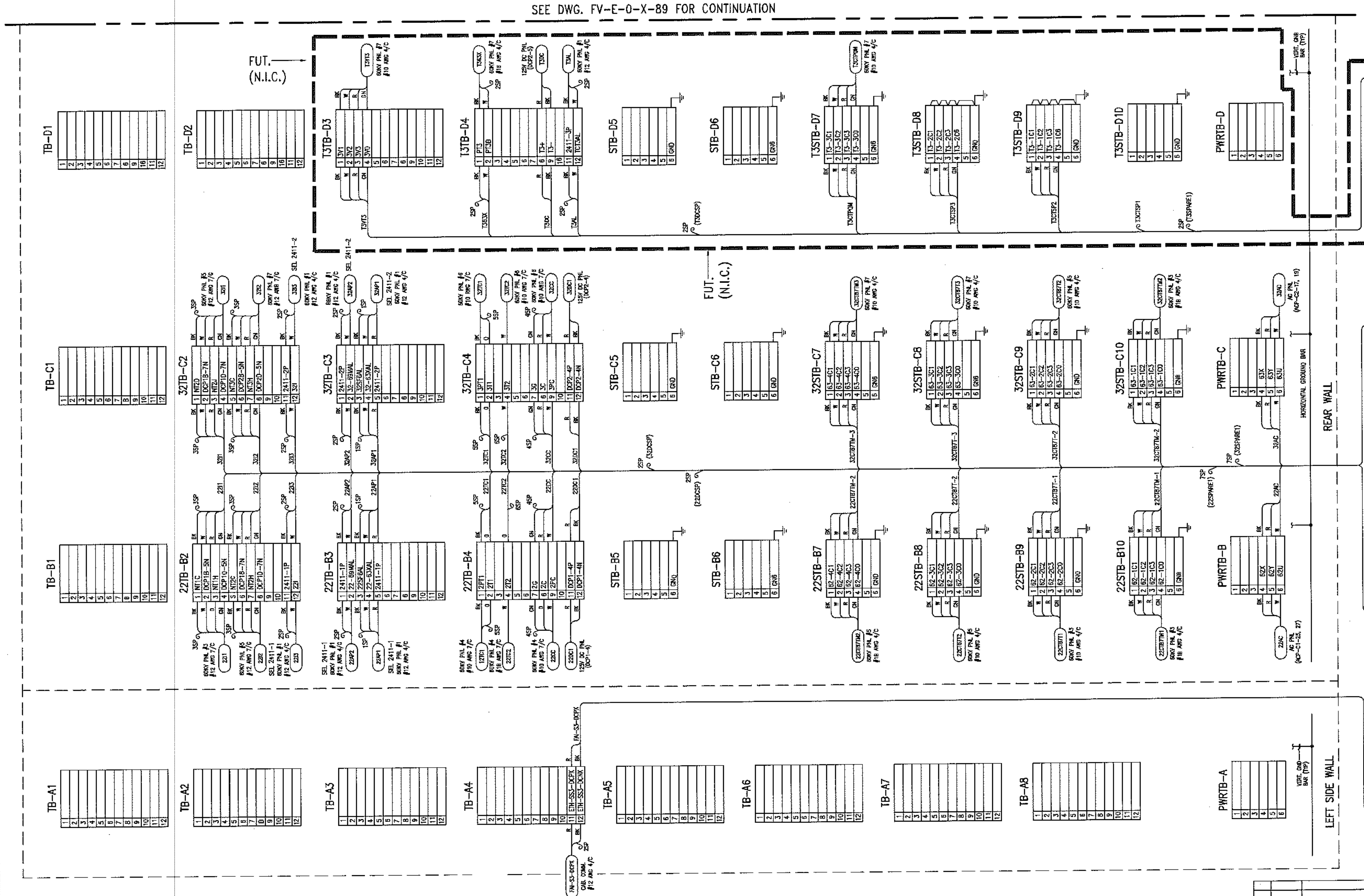
FAIRVIEW SUBSTATION TERMINATION CABINET #1 EXTERIOR INTERCONNECTIONS SHEET 2

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: VM
SCALE: NONE
DATE: 08/15/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER FV-E-0-X-87
REV A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-87.dwg, 1/24/2014 2:17 PM, Last saved: Vuong, PlotDate: 1/24/2014 3:56 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: FV_BORDER X-BASE-FVS-EXTCONN FV-BORDER-CP

SEE DWG. FV-E-0-X-89 FOR CONTINUATION



FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	DWG. No.	TO DESTINATION
T3 12KV POTENTIAL	#10	4/C	T3VT3		T3 CONTROL CABINET
T3 SUDDEN PRESS CNTL	#10	4/C	T363X		T3 CONTROL CABINET
DC POWER FOR T3 63X	#10	2/C	T3DC		T3 CONTROL CABINET
T3 DYN/BECK FAIL	#12	4/C	T3AL		T3 CONTROL CABINET
SPARE	#10	2/C	T3DCSP		T3 CONTROL CABINET
XFMR T3 METERING	#10	4/C	T3CTPOM		T3 CONTROL CABINET
XFMR T3 CT-7/8/9	#10	4/C	T3CTSP3		T3 CONTROL CABINET
XFMR T3 CT-1/2/3	#10	4/C	T3CTSP2		T3 CONTROL CABINET
SPARE	#10	4/C	T3CTSP1		T3 CONTROL CABINET
SPARE	#10	7/C	T3SPARE1		T3 CONTROL CABINET
BKR STATUS TO 87TM-2/87T-2	#12	7/C	32I1		CB 32 CONT CABINET
BKR STATUS TO 87TM-3/87T-5	#12	7/C	32I2		CB 32 CONT CABINET
BKR STATUS TO SEL 2411-2	#12	4/C	32I3		CB 32 CONT CABINET
BKR EMERG MAN. TRIP ALARM	#12	4/C	32AP2		CB 32 CONT CABINET
LOW SF6 GAS & BLOCK TRIP/CLOSE ALARMS	#12	4/C	32AP1		CB 32 CONT CABINET
BKR CONT CKT. CT-1	#10	7/C	32TC1		CB 32 CONT CABINET
BKR CONT CKT. CT-2	#10	7/C	32TC2		CB 32 CONT CABINET
BKR CONT CKT CC	#10	7/C	32CC		CB 32 CONT CABINET
DC POWER- CC, TC & RELAYS	#10	2/C	32DC1		CB 32 CONT CABINET
DC POWER- SPARE	#10	7/C	32DCSP		CB 32 CONT CABINET
BUS & XFMR T3 PRI. DIFF. RELAY	#10	4/C	32CT87TM-3		CB 32 CONT CABINET
BUS & XFMR T3 BACKUP DIFF. RELAY	#10	4/C	32CT87T-3		CB 32 CONT CABINET
BUS & XFMR T2 BACKUP DIFF. RELAY	#10	4/C	32CT87T-2		CB 32 CONT CABINET
BUS & XFMR T2 PRI. DIFF. RELAY	#10	4/C	32CT87TM-2		CB 32 CONT CABINET
AC POWER	#0	3-1/C	32AC		CB 32 CONT CABINET
BKR CONT SPARE	#10	7/C	32SPARE1		CB 32 CONT CABINET
BKR STATUS TO 87TM-1/87T-1	#12	7/C	22I1		CB 22 CONT CABINET
BKR STATUS TO 87TM-2/87T-2	#12	7/C	22I2		CB 22 CONT CABINET
BKR STATUS TO SEL 2411-1	#12	4/C	22I3		CB 22 CONT CABINET
BKR EMERG MAN. TRIP ALARM	#12	4/C	22AP2		CB 22 CONT CABINET
LOW SF6 GAS & BLOCK TRIP/CLOSE ALARMS	#12	4/C	22AP1		CB 22 CONT CABINET
BKR CONT CKT. CT-1	#10	7/C	22TC1		CB 22 CONT CABINET
BKR CONT CKT. CT-2	#10	7/C	22TC2		CB 22 CONT CABINET
BKR CONT CKT CC	#10	7/C	22CC		CB 22 CONT CABINET
DC POWER- CC, TC & RELAYS	#10	2/C	22DC1		CB 22 CONT CABINET
DC POWER- SPARE	#10	2/C	22DCSP		CB 22 CONT CABINET
BUS & XFMR T2 PRI. DIFF. RELAY	#10	4/C	22CT87TM-2		CB 22 CONT CABINET
BUS & XFMR T2 BACKUP DIFF. RELAY	#10	4/C	22CT87T-2		CB 22 CONT CABINET
BUS & XFMR T1 BACKUP DIFF. RELAY	#10	4/C	22CT87T-1		CB 22 CONT CABINET
BUS & XFMR T1 PRI. DIFF. RELAY	#10	4/C	22CT87TM-1		CB 22 CONT CABINET
AC POWER	#0	3-1/C	22AC		CB 22 CONT CABINET
BKR CONT SPARE	#10	7/C	22SPARE1		CB 22 CONT CABINET
BACKUP DC PWR TO ETH SW FAI-S3	#10	2/C	FAI-S3-DCPX		SWGR MASTER TERM. CAB. #2 (UNIT 38)

REV	DATE	DESCRIPTION	APPR'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

MH engineers, inc.
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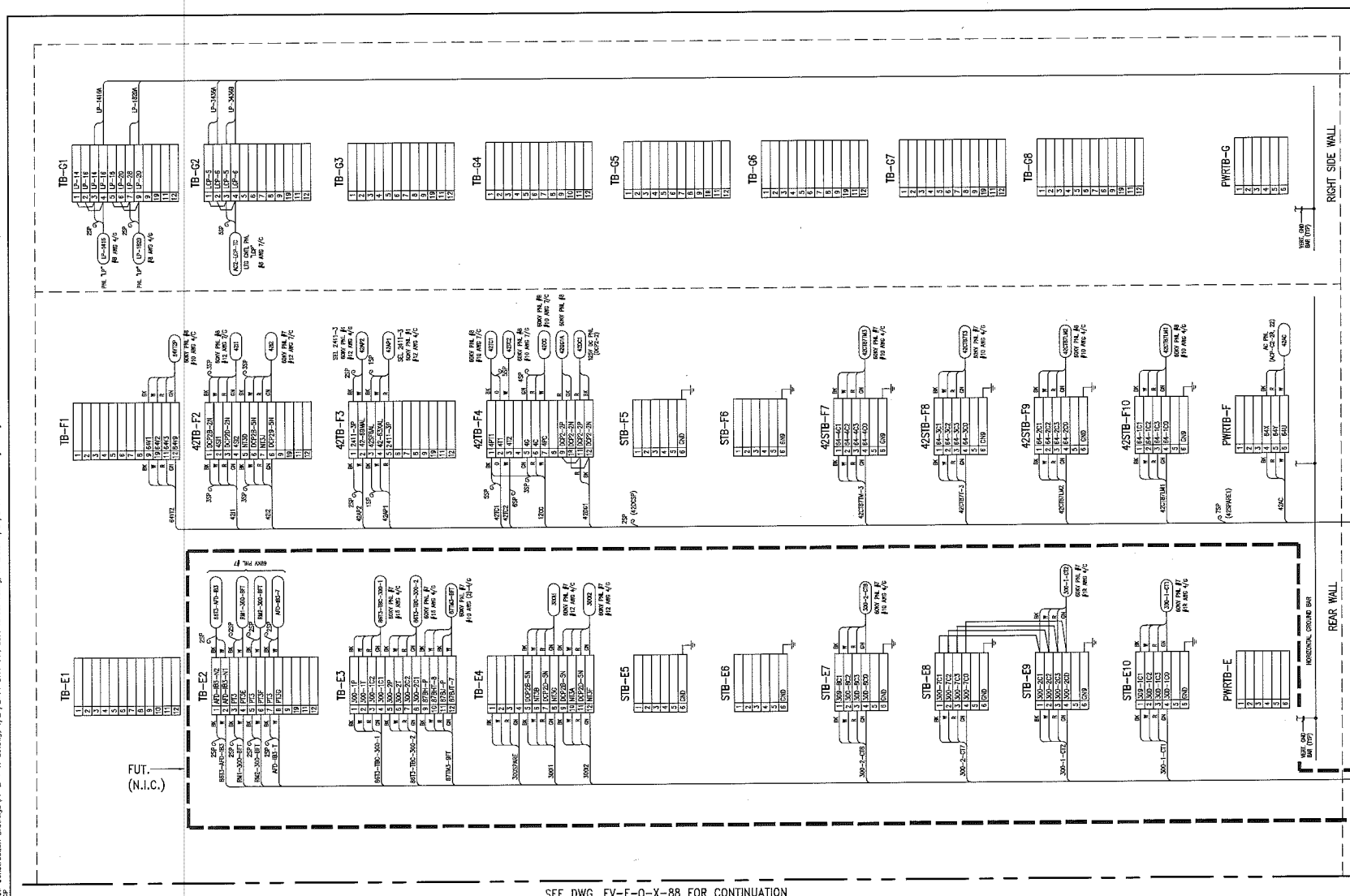
PROJECT NO. 12200-04

FAIRVIEW SUBSTATION
TERMINATION CABINET #2
EXTERIOR INTERCONNECTIONS
SHEET 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: VM
SCALE: NONE
DATE: 09/15/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER FV-E-0-X-88
REV

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-88.dwg, 1/24/2014 2:17 PM, Last saved: Vuong, PlotDate: 1/24/2014 3:56 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 Inches)
Xrefs: X-BASE-FVS-EXTCONN FV-BORDER-CP



SEE DWG. FV-E-0-X-88 FOR CONTINUATION

FUNCTION	COND. SIZE	No. OF CONR.	CKT. No.	DWG. No.	TO DESTINATION
SUBSTATION YARD MAINT./EMG. LTG	#8	2-1/C	LP-1418A		
SUBSTATION YARD MAINT./EMG. LTG	#8	2-1/C	LP-1928A		
SUBSTATION YARD SECURITY LTG	#8	2-1/C	LP-3435A		
SUBSTATION YARD SECURITY LTG	#8	2-1/C	LP-3435B		
69KV VT-2	#18	4/C	64VT2		VT-2 SWITCH & FUSE ENCL.
8KV STATUS TO 07LM1/2-42	#12	7/C	42I1		CB 42 CONT CABINET
8KV STATUS TO 87TM-3/87T-3	#12	7/C	42I2		CB 42 CONT CABINET
8KV EMERG MAN. TRIP ALARM	#12	4/C	42AP2		CB 42 CONT CABINET
LOW SF6 GAS & BLOCK TRIP/CLOSE ALARMS	#12	4/C	42AP1		CB 42 CONT CABINET
8KV CONT CKT. CT-1	#10	7/C	42TC1		CB 42 CONT CABINET
8KV CONT CKT. CT-2	#10	7/C	42TC2		CB 42 CONT CABINET
8KV CONT CKT CC	#18	7/C	42CC		CB 42 CONT CABINET
DC POWER-CC, TC & RELAYS	#10	2-1/C	42DC1		CB 42 CONT CABINET
DC POWER-SPARE	#10	2-1/C	42DCSP		CB 42 CONT CABINET
BUS & XFMR T3 PRI. BRT. RELAY	#18	4/C	42C87XM-3		CB 42 CONT CABINET
BUS & XFMR T3 BACKUP DIFF. RELAY	#10	4/C	42C87T-3		CB 42 CONT CABINET
PRIMARY RELAY 69KV LINE	#10	4/C	42C87LM1		CB 42 CONT CABINET
BACKUP RELAY 69KV LINE	#10	4/C	42C87LM2		CB 42 CONT CABINET
AC POWER	#8	3-1/C	42AC		CB 42 CONT CABINET
8KV CONT SPARE	#10	7/C	42SPARE1		CB 42 CONT CABINET
8613 STATUS TO AFD-B13	#12	4/C	8613-AFD-B13		SWGR MASTER TERM. CAB. #2 (UNIT 36)
RM1-300-8FT TO 8613	#10	4/C	RM1-300-8FT		SWGR MASTER TERM. CAB. #2 (UNIT 36)
RM2-300-8FT TO 8613	#10	4/C	RM2-300-8FT		SWGR MASTER TERM. CAB. #2 (UNIT 36)
AFD-B13-TRIP TO 8613	#10	4/C	AFD-B13-T		SWGR MASTER TERM. CAB. #2 (UNIT 36)
8613 TRIP & BLOCK CLOSE	#10	4/C	8613-TBC-300-1		SWGR MASTER TERM. CAB. #2 (UNIT 36)
8613 TRIP & BLOCK CLOSE	#10	4/C	8613-TBC-300-2		SWGR MASTER TERM. CAB. #2 (UNIT 36)
87M3-8FT TO 86B-H AND 86B-J	#10	4/C	87M3-8FT		SWGR MASTER TERM. CAB. #2 (UNIT 36)
SPARE	#10	4/C	300SPARE		SWGR MASTER TERM. CAB. #2 (UNIT 36)
8KR STATUS TO 87M-3/87T-3	#12	4/C	300I1		SWGR MASTER TERM. CAB. #2 (UNIT 36)
8KR STATUS TO 87M-3/87T-3	#12	4/C	300I2		SWGR MASTER TERM. CAB. #2 (UNIT 36)
CT INPUT TO 87TM-3	#10	4/C	300-2-CT3		SWGR MASTER TERM. CAB. #2 (UNIT 36)
CT INPUT TO 87T-3	#10	4/C	300-2-CT7		SWGR MASTER TERM. CAB. #2 (UNIT 36)
CT INPUT TO 87T-3	#10	4/C	300-1-CT2		SWGR MASTER TERM. CAB. #2 (UNIT 36)
CT INPUT TO 87TM-3	#10	4/C	300-1-CT1		SWGR MASTER TERM. CAB. #2 (UNIT 36)

REV	DATE	DESCRIPTION	APPRV'D
A	12/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JOH
APPROVED BY: JOH

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santa clara, ca 95054
(408) 986-6558
FAX (408) 986-6627

PROJECT No. 12200-04

FAIRVIEW SUBSTATION
TERMINATION CABINET #2
EXTERIOR INTERCONNECTIONS
SHEET 2

DRAWN BY: VM
SCALE: NONE
DATE: 08/15/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER
FV-E-0-X-89

REV

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-89.dwg, 1/24/2014 2:17 PM, Last saved: Vuong, PlotDate: 1/24/2014 3:56 PM By: Vuong Moi, Plot scale: 1:2, Plot Size: ANSI full blood B (17.00 x 11.00 inches)
Xrefs: X-BASE-FVS-EXTCONN FV-BORDER-CP

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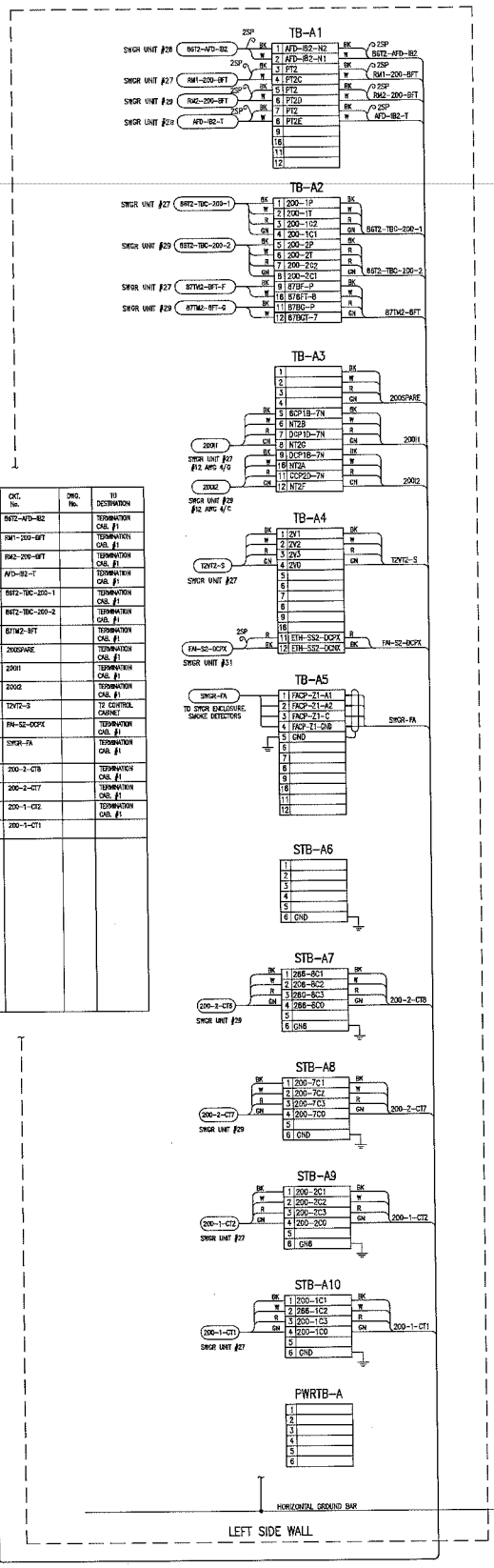
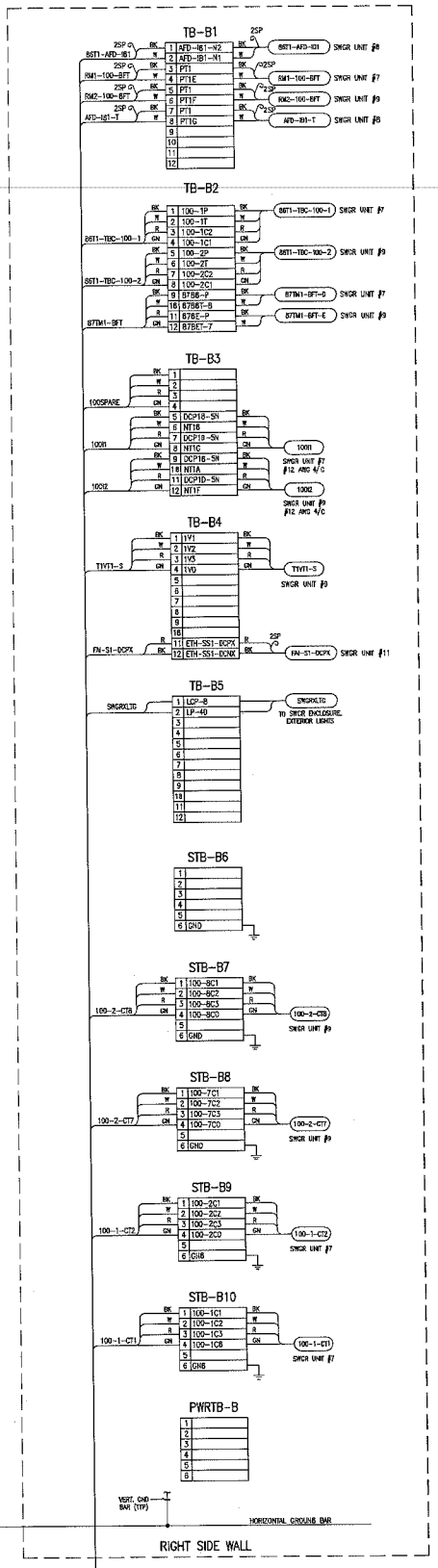
Xrefs: X-BASE-FVS-12KV-MASTER-EXTCON FV-80ROER-CP

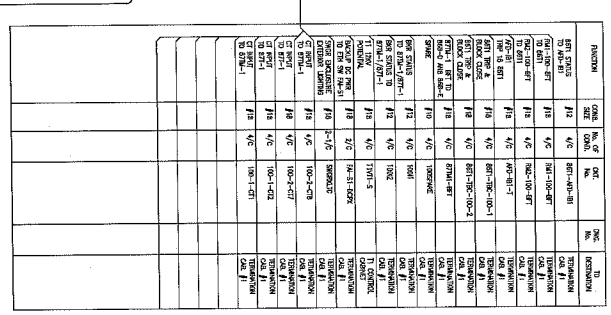
NOTES:

1. SWITCHGEAR MANUFACTURER SHALL COORDINATE WITH SVP FOR SPECIFIC REQUIREMENTS ON ROUTING AND TERMINATION OF SWITCHGEAR SMOKE DETECTOR ZONE WIRING.





FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	CNO. No.	TO DESTINATION
86T2 STATUS TO AFD-B2	#12	4/C	86T2-AFD-B2		TERMINATION CAB. #1
RM1-200-BFT TO 86T2	#18	4/C	RM1-200-BFT		TERMINATION CAB. #1
RM2-200-BFT TO 86T2	#18	4/C	RM2-200-BFT		TERMINATION CAB. #1
AFD-B2 TRIP TO 86T2	#18	4/C	AFD-B2-T		TERMINATION CAB. #1
86T2 TRIP & BLOCK CLOSE	#10	4/C	86T2-TBC-200-1		TERMINATION CAB. #1
86T2 TRIP & BLOCK CLOSE	#18	4/C	86T2-TBC-200-2		TERMINATION CAB. #1
87TM2-BFT TO 86B-F & 86B-G	#18	4/C	87TM2-BFT		TERMINATION CAB. #1
SPARE	#18	4/C	200SPARE		TERMINATION CAB. #1
86R STATUS TO 87TM-2/87T-2	#12	4/C	200I1		TERMINATION CAB. #1
86R STATUS TO 87TM-2/87T-2	#12	4/C	200I2		TERMINATION CAB. #1
T2 12KV POTENTIAL	#10	4/C	T2VT2-S		T2 CONTROL CABINET
BACKUP DC POWER TO ETH SW FAN-S2	#10	2/C	FAN-S2-DCPX		TERMINATION CAB. #1
SWGR ENCLOSURE SMOKE DETECTOR INITIAL CKT	#18	2/C	SWGR-FA		TERMINATION CAB. #1
CT INPUT TO 87TM-2	#10	4/C	200-2-CT8		TERMINATION CAB. #1
CT INPUT TO 87T-2	#10	4/C	200-2-CT7		TERMINATION CAB. #1
CT INPUT TO 87T-2	#18	4/C	200-1-CT2		TERMINATION CAB. #1
CT INPUT TO 87TM-2	#18	4/C	200-1-CT1		



FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	CNO. No.	TO DESTINATION
86T1 STATUS TO AFD-B1	#12	4/C	86T1-AFD-B1		TERMINATION CAB. #1
RM1-100-BFT TO 86T1	#18	4/C	RM1-100-BFT		TERMINATION CAB. #1
RM2-100-BFT TO 86T1	#18	4/C	RM2-100-BFT		TERMINATION CAB. #1
AFD-B1 TRIP TO 86T1	#18	4/C	AFD-B1-T		TERMINATION CAB. #1
86T1 TRIP & BLOCK CLOSE	#18	4/C	86T1-TBC-100-1		TERMINATION CAB. #1
86T1 TRIP & BLOCK CLOSE	#18	4/C	86T1-TBC-100-2		TERMINATION CAB. #1
87TM1-BFT TO 86B-E & 86B-H	#18	4/C	87TM1-BFT		TERMINATION CAB. #1
SPARE	#18	4/C	100SPARE		TERMINATION CAB. #1
86R STATUS TO 87TM-1/87T-1	#12	4/C	100I1		TERMINATION CAB. #1
86R STATUS TO 87TM-1/87T-1	#12	4/C	100I2		TERMINATION CAB. #1
T1 12KV POTENTIAL	#10	4/C	T1VT1-S		T1 CONTROL CABINET
BACKUP DC POWER TO ETH SW FAN-S1	#18	2/C	FAN-S1-DCPX		TERMINATION CAB. #1
SWGR ENCLOSURE EXTERIOR LIGHTING	#10	2/C	SWGRXLTG		TERMINATION CAB. #1
CT INPUT TO 87TM-1	#18	4/C	100-2-CT8		TERMINATION CAB. #1
CT INPUT TO 87T-1	#18	4/C	100-2-CT7		TERMINATION CAB. #1
CT INPUT TO 87T-1	#18	4/C	100-1-CT2		TERMINATION CAB. #1
CT INPUT TO 87TM-1	#18	4/C	100-1-CT1		TERMINATION CAB. #1

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FAX (408) 985-8627
PROJECT NO. 12200-04

REV.	DATE	DESCRIPTION
A	6/25/14	ISSUED FOR BIDDING

DESIGNED BY: APPROVED BY: ACM

CITY OF SANTA CLARA

SILICON VALLEY POWER

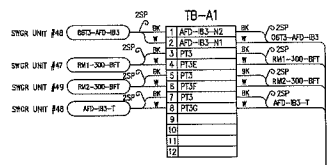
FAIRVIEW SUBSTATION
12KV SWGR MASTER TERMINATION COMPARTMENT #1 INTERCONNECTION WIRING DIAGRAM (UNIT 18)

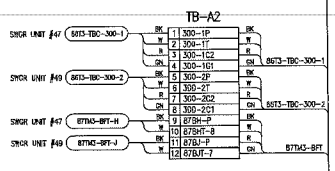
DRAWING BY: VM
SCALE: NONE
MAP #: NONE
DATE: 06/15/13
SH 1 OF 1
DRAWING NUMBER: FV-E-D-X-93
REV

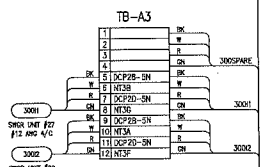
File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-D-X-94.dwg, 1/24/2014 2:17 PM, Last saved: Vuong, PlotDate: 1/24/2014 3:56 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 Inches)
Xrefs: X-BASE-FVS-12KV-MASTER-EXTCON FV-BORDER-CP

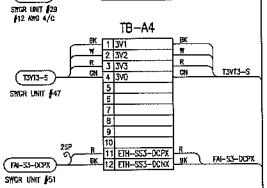
NOTES:

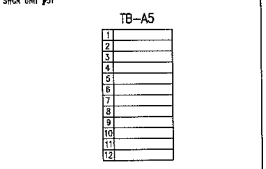
1. SWITCHGEAR MANUFACTURER SHALL COORDINATE WITH SVP FOR SPECIFIC REQUIREMENTS ON ROUTING AND TERMINATION OF SWITCHGEAR SMOKE DETECTOR ZONE WIRING.

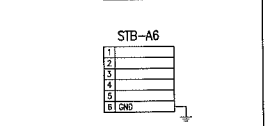


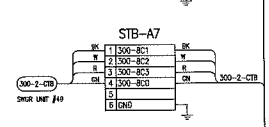


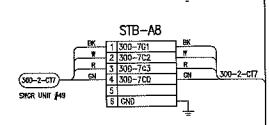


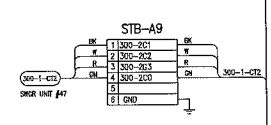


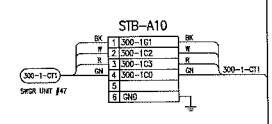


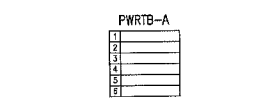


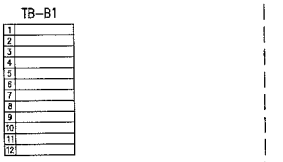


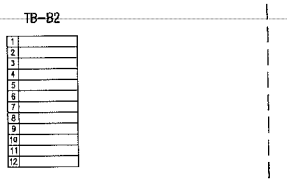


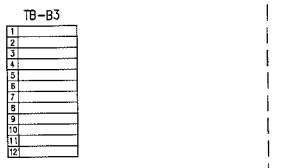


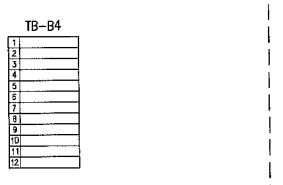


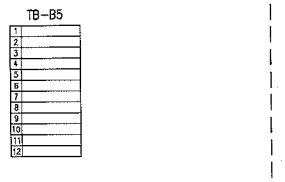


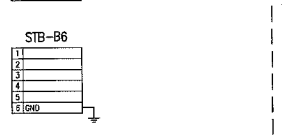


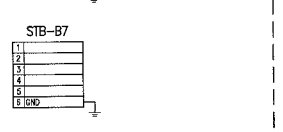


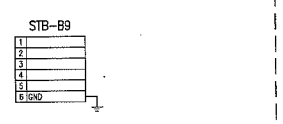


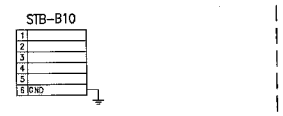




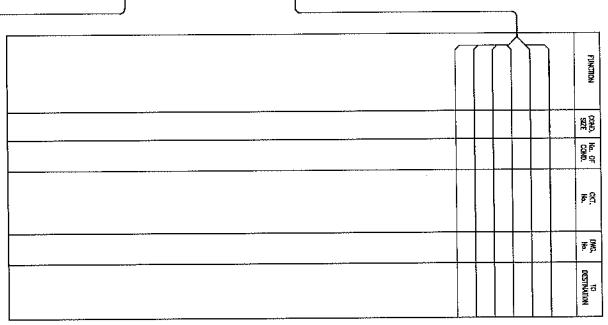








FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	DWG. No.	TO DESTINATION
86T3 STATUS TO AFD-IB3	#12	4/C	86T3-AFD-IB3		TERMINATION CAB. #2
RM1-300 BFT TO 86T3	#10	4/C	RM1-300-BFT		TERMINATION CAB. #2
RM2-300 BFT TO 86T3	#10	4/C	RM2-300-BFT		TERMINATION CAB. #2
AFD-IB3 TRIP TO 86T3	#10	4/C	AFD-IB3-T		TERMINATION CAB. #2
86T3 TRIP & BLOCK CLOSE	#10	4/C	86T3-TBC-300-1		TERMINATION CAB. #2
86T3 TRIP & BLOCK CLOSE	#10	4/C	86T3-TBC-300-2		TERMINATION CAB. #2
87TM-3 BFT TO 86B-H AND 86B-J	#10	4/C	87TM3-BFT		TERMINATION CAB. #2
SPARE	#10	4/C	300SPARE		TERMINATION CAB. #2
86H STATUS TO 87TM-3/87T-3	#12	4/C	300H1		TERMINATION CAB. #2
86H STATUS TO 87TM-3/87T-3	#12	4/C	300H2		TERMINATION CAB. #2
T3 12KV POTENTIAL	#10	4/C	T3VT3-S		T3 CONTROL CABINET
BACKUP DC PWR TO ETH SW FAI-S3	#18	2/C	FAI-S3-DCPX		TERMINATION CAB. #2
CT INPUT TO 87TM-3	#10	4/C	300-2-CTB		TERMINATION CAB. #2
CT INPUT TO 87T-3	#18	4/C	300-2-CT7		TERMINATION CAB. #2
CT INPUT TO 87T-3	#10	4/C	300-1-CT2		TERMINATION CAB. #2
CT INPUT TO 87TM-3	#10	4/C	300-1-CT1		TERMINATION CAB. #2



engineers, inc.
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(408) 980-8558
FAX (408) 980-9627
PROJECT NO. 12200-04

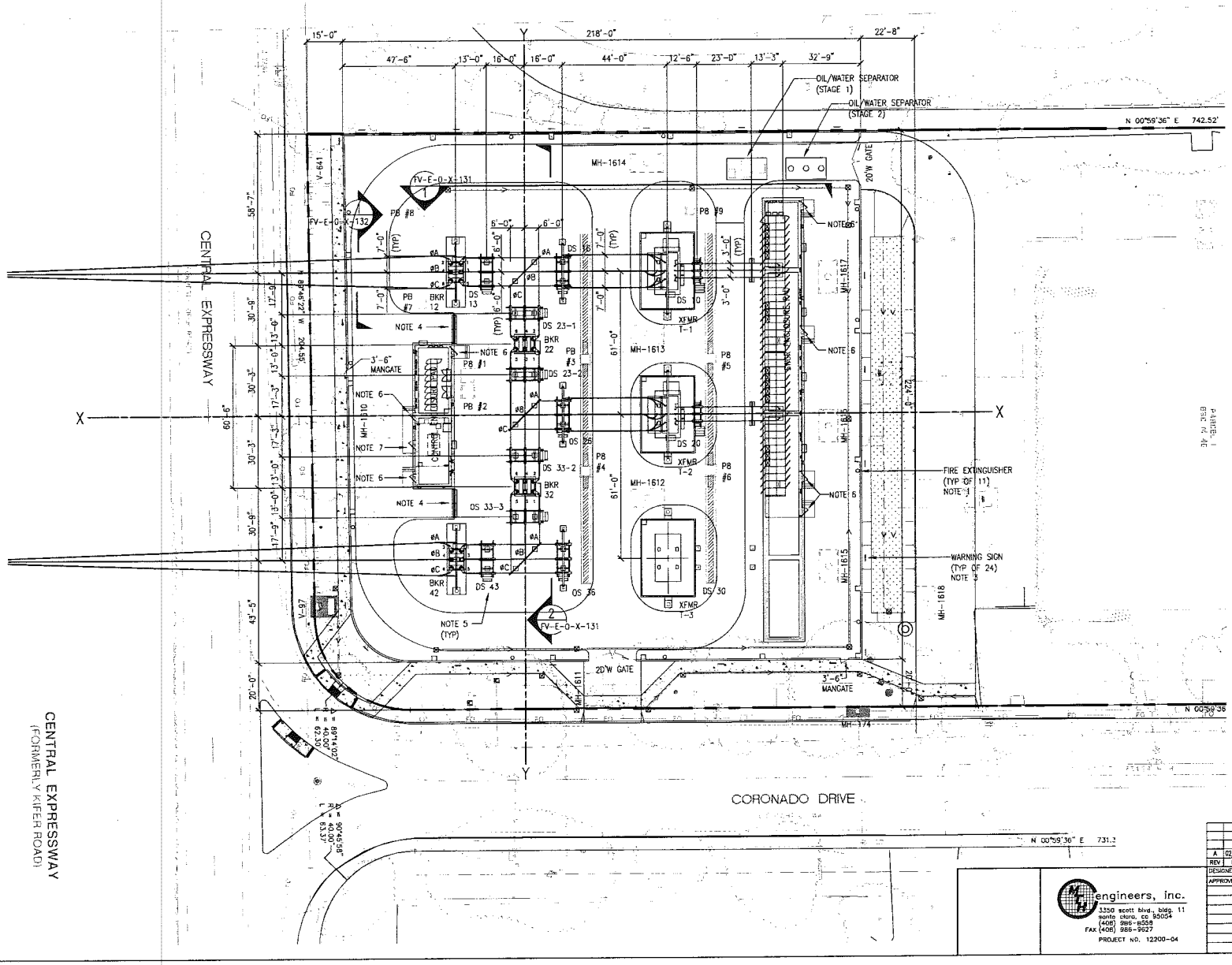
REV.	DATE	DESCRIPTION	APPROV.
	10/25/13	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

CITY OF SANTA CLARA
SILICON VALLEY POWER

FAIRVIEW SUBSTATION
12KV SWGR MASTER TERMINATION
COMPARTMENT #2 INTERCONNECTION
WIRING DIAGRAM (UNIT 38)

DRAWN BY: VM
SCALE: NONE
MAP #: NONE
DATE: 08/15/13
SHT 1 OF 1
DRAWING NUMBER: FV-E-D-X-94
REV



NOTES:

1. PROVIDE FIRE EXTINGUISHER, DRY CHEMICAL TYPE, 20 POUNDS CAPACITY, UL RATED 10A120BC, WITH HANGING BRACKET AND OUTDOOR CABINET FOR INSTALLATION ON PERIMETER WALL AS INDICATED.
2. CITY FURNISHED EQUIPMENT:
   a) 60KV SF6 CIRCUIT BREAKERS (SEE SPECIFICATION SECTION 16350)
   b) POWER TRANSFORMERS (SEE SPECIFICATION SECTION 16463)
   c) CONTROL EQUIPMENT ENCLOSURE, BATTERY ROOM, AND SWITCHGEAR EQUIPMENT ENCLOSURE (SEE SECTION 13121 AND SECTION 16313 OF THE EQUIPMENT PROCUREMENT.
3. WARNING SIGN, STEEL, 10" x 14", LEGEND: "DANGER, HIGH VOLTAGE, KEEP OUT" "EMEDCO" PART NO. PD90ABBHTEDS1 SECURE TO CMU WALL WITH 1/4" STAINLESS STEEL INSERTS AND BOLTS, 2" MIN. EMBEDMENT.
4. PLASTIC BARRIER, ARMORCAST TYPE P6D0D131120, COLOR CODE ORG. PARTIALLY FILL WITH SAND TO A WEIGHT OF 150 LBS PER BARRIER.
5. DISCONNECT SWITCHES TO BE PROVIDED WITH GROUND BALL STUDS AT EACH END, ON ALL THREE PHASES. GROUND BALL STUDS SHALL BE AB CHANCE CAT No. C600-2102.
6. ACCESS DOOR OPENING 3'-6". SEE DWG. FV-S-0-X-6 DETAIL 1 FOR LANDING STAIRS REQUIREMENTS.
7. ACCESS DOOR OPENING 4'-0". SEE DWG. FV-S-0-X-6 DETAIL 1 FOR LANDING STAIRS REQUIREMENTS.

SCALE: 1" = 20'-0"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

engineers, inc.
3350 scott blvd., bldg. 11
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(408) 986-8588
FAX (408) 986-9627
PROJECT NO. 12200-04

FAIRVIEW SUBSTATION
OUTDOOR GENERAL ARRANGEMENT PLAN

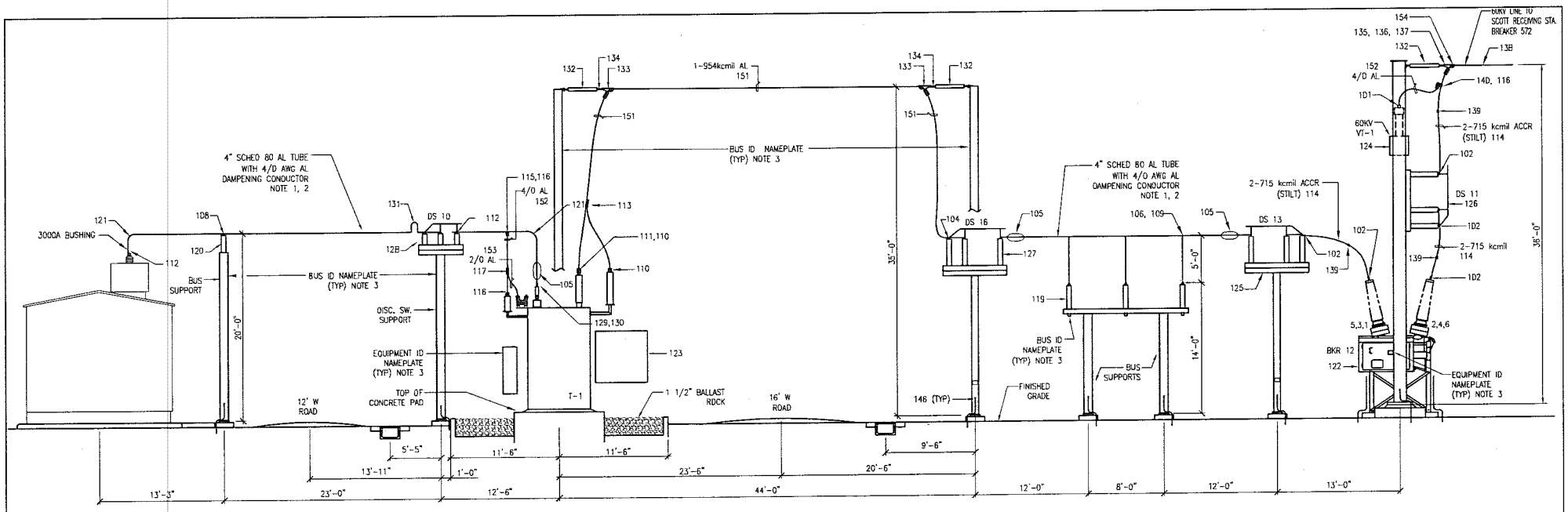
DRAWN BY: VN
SCALE: 1"=20'-0"
DATE: 07/11/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

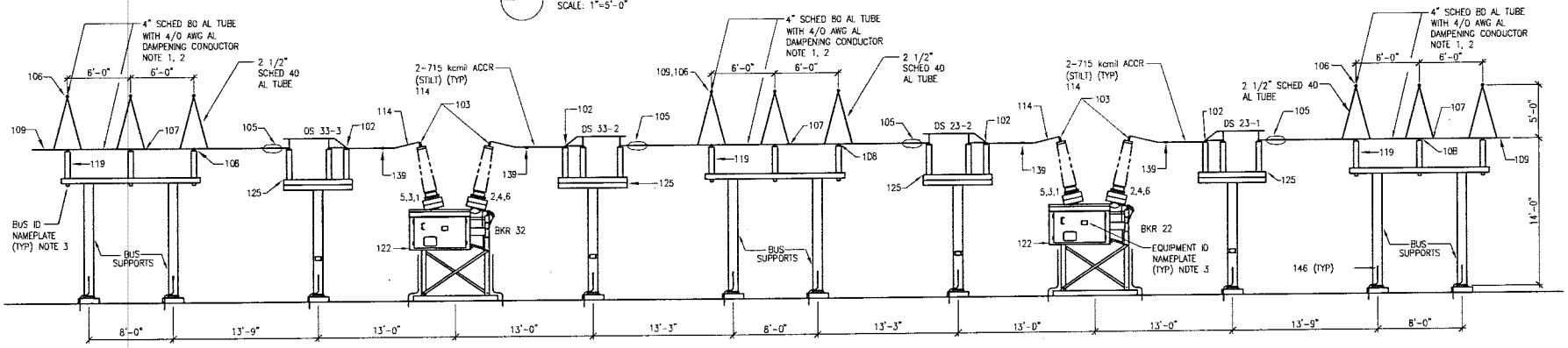
DRAWING NUMBER: FV-E-0-X-130
REV: A

CENTRAL EXPRESSWAY
(FORMERLY KIFER ROAD)

File: M:\12200-Ca Fairview Substa\Fairvie Construction Drawings\FV-E-0-x-130.dwg, 1/24/2014 3:41 PM, Last saved: Vuong, PlotDate: 1/24/2014 3:41 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 Inches)
Aux Xrefs: xrefs, Proposed-F, 2200, 1ec-ST, Fairview, Fairvie-10-0-0, 0, X-SOC-05.dwg



1 ELEVATION
SCALE: 1"=5'-0"



2 ELEVATION
SCALE: 1"=5'-0"

REV	DATE	DESCRIPTION	APPR'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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(408) 986-8558
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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

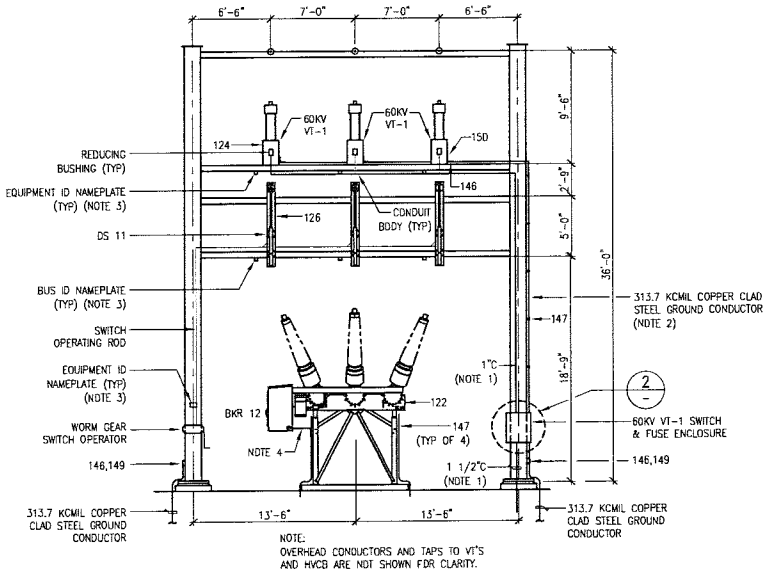
ELEVATIONS AND SECTIONS

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: W
SCALE: AS SHOWN
DATE: 7/01/13
MAP #: NONE
SH 1 OF 2
DRAWING NUMBER: FV-E-0-X-131
REV: A

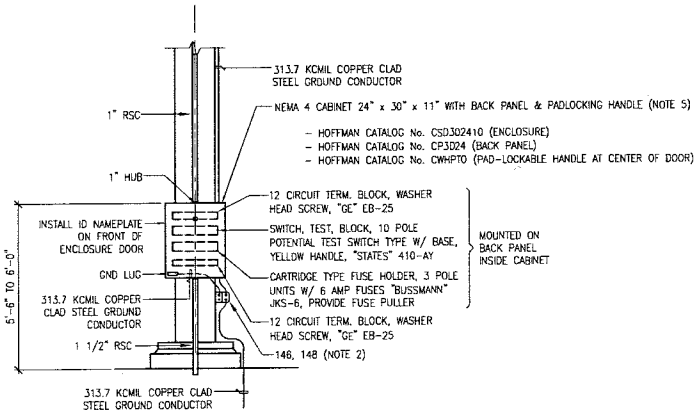
SHEET NOTES:

1. ATTACH CONDUIT TO STRUCTURE WITH 1-HOLE MALLEABLE IRON CONDUIT CLAMP, SPACED AT 8FT MAXIMUM.
2. ATTACH GROUND CABLE TO STEEL STRUCTURE WITH CABLE CLAMP AT EVERY 3 FT.
3. SEE DWG FV-E-D-X-161 FOR BUS AND EQUIPMENT ID NAMEPLATES.
4. EXOTHERMIC WELD TAP FOR GROUNDING CONTROL CABINET. PROVIDE ITEM 146 EXOTHERMIC CONNECTION.
5. BOND CABINET DOOR TO CABINET WITH A #8 AWG STRANDED COPPER CONDUCTOR. PROVIDE CRIMPED TYPE, RING TYPE CONNECTORS.



NOTE:
OVERHEAD CONDUCTORS AND TAPS TO VT'S AND HVCB ARE NOT SHOWN FOR CLARITY.

1 ELEVATION
SCALE: 1"=5'-0"



2 60KV VT SWITCH DETAIL - AND FUSE ENCLOSURE
SCALE: 1/2" = 1'-0"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

engineers, inc.
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(408) 986-8558
FAX (408) 986-9627
PROJECT NO. 1220D-04

FAIRVIEW SUBSTATION

DEAD END STRUCTURE ELEVATION

DRAWN BY: VN
SCALE: AS NOTED
DATE: 11/19/13
MAP #: NONE
SH 2 OF 2

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-D-X-132
REV: A

File: M:\1220D-04_Fairview Substa\Fairview Construction Drawings\FV-E-D-X-132.dwg, Jan. 24, 14 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 3:59 PM By: Vuong Mai, Plot scale: 1:2.5846, Plot Size: ANSI A (8.50 x 11.00 inches)
Xrefs: FV-BDRDR-GP

BILL OF MATERIALS

ITEM	QTY	DESCRIPTION	MANUFACTURER	TYPE	CAT NO.
101	6	BOLTED TERMINAL, 90° ANGLE, 4/0 AWG AL CABLE TO 3", 4-HOLE FLAT	HOMAC	TYPE A7M-90	A7M-25-4N90
			SEFCOR	TYPE AFNC90	AFNC90-13-4A
102	45	WELDED AL TERMINAL, STRAIGHT, (2) CABLES 715 KCMIL ACCR TO 4", 4-HOLE FLAT. PROVIDE HTJC INHIBITOR FROM HUBBELL.	HOMAC	TYPE AWMM	AWMM-87-4NN
			SEFCOR	TYPE WFC2	WFC2-31-4B-FF
103	12	WELDED AL TERMINAL, 90° ANGLE, (2) CABLES 715 KCMIL ACCR TO 4", 4-HOLE FLAT. PROVIDE HTJC INHIBITOR FROM HUBBELL.	HOMAC	TYPE AWMM-90	AWMM-87-4NN90
			SEFCOR	TYPE WFC2-90	WFC290-31-4B-FF
104	6	WELDED AL TERMINAL, 45° ANGLE, 954 KCMIL TO 3", 4-HOLE FLAT	HOMAC	TYPE AWM-45	AWM-95-4N45
			SEFCOR	TYPE WFC45	WFC45-34-4A-FF
105	30	AL WELD EXPANSION TERMINAL, 4" SCHED. 80 PIPE TO CENTER-FORMED 4", 4-HOLE FLAT, 3000A	HOMAC	TYPE AWEPC	AWEPCH-P-4NN
			SEFCOR	TYPE WFXTC-V	WFXTC-V-64H-48-FF
106	9	AL WELD VEE CONNECTOR, 4" SCHED. 80 PIPE RUN TO (2) 2-1/2" SCHED. 40 PIPE TAPS, EACH TAP 15° FROM VERTICAL	HOMAC	TYPE AWTA-2-15	AWTA-P-K2-15
			SEFCOR	TYPE WFVT15	WFVT15-646D
107	18	AL WELD TEE CONNECTOR, 4" SCHED. 80 PIPE RUN TO 2-1/2" SCHED. 40 PIPE TAP, 15° FROM VERTICAL	HOMAC	TYPE AWTA-15	AWTA-P-K15
			SEFCOR	TYPE WFTT15	WFTT15-646D
108	15	AL SLIDE BUS SUPPORT, 4" SCHED. 80 PIPE TO 5" B.C. INSULATOR	HOMAC	TYPE AWBS	AWBS-P-5
			SEFCOR	TYPE WCT1	WCT1-64-5
109	9	WELD CORONA BELL FOR 4" SCHED. 80 AL TUBE	HOMAC	TYPE AWNP	AWNPH-P
			SEFCOR	TYPE WEB	WEB-64H
110	12	WELDED AL TERMINAL STRAIGHT, 954 KCMIL TO 3", 4-HOLE FLAT	HOMAC	TYPE AWM	AWM-95-4N
			SEFCOR	TYPE WFC	WFC-34-4A-FF
111	6	BRONZE STUD CONNECTOR, 1½"-12 UNF, STUD TO 3", 4-HOLE FLAT.	HOMAC	TYPE KSLC	KSLC-10-4N
			SEFCOR	TYPE SNFT	SNFT-44-4A
112	12	WELDED AL TERMINAL, 4" SCHED. 80 PIPE TO CENTER-FORMED 4", 4-HOLE FLAT	HOMAC	TYPE AWEE	AWEEH-P-4NN
			SEFCOR	TYPE WFTIC	WFTIC-64H-4B-FF
113	6	BOLTED AL PARALLEL U-BOLT CONNECTOR, 954 KCMIL RUN TO 954 KCMIL TAP	HOMAC	TYPE ABRU	ABRU3-159
			SEFCOR	TYPE PUAL	PUAL-6655
114	*	ALUMINUM CONDUCTOR COMPOSITE REINFORCED (ACCR), 715 KCMIL (STILT)	3M	TYPE ACCR 715 KCMIL-T13 (STILT)	
			–	–	–
115	6	AL WELD TEE CONNECTOR, 4" SCHED. 80 PIPE RUN TO 3", 4-HOLE FLAT	HOMAC	TYPE AWBT	AWBT-LS-4N
			SEFCOR	TYPE WTF	WTF-6269-4A
116	12	BOLTED TERMINAL, STRAIGHT, 4/0 AWG AL CABLE TO 3", 4-HOLE FLAT	HOMAC	TYPE A7M	A7M-40-4N
			SEFCOR	TYPE AFNC	AFNC-13-4A-FF
117	6	BOLTED AL PARALLEL U-BOLT CONNECTOR, #4/0 AWG AL RUN TO #2/0 AWG AL TAP.	HOMAC	TYPE ABRU	ABRU2-26
			SEFCOR	TYPE PUAL	PUAL-5555
118	–	NOT USED	–	–	
			–	–	
119	9	STATION POST INSULATOR, 69KV, 350KV BIL T.R. 278, 5" BOLT CIRCLE	LAPP INSULATOR	315278-70	
			–	–	
120	6	STATION POST INSULATOR, 15KV, 110KV BIL T.R. 225, 5" BOLT CIRCLE	LAPP INSULATOR	315225-70	
			–	–	
121	12	WELDED AL 90° ELBOW, 4" SCHED 80 PIPE.	HOMAC	TYPE AWBE	AWBEH-P-90
			SEFCOR	TYPE WLB190	WLB190-6464H
122	4	60KV SF6 CIRCUIT BREAKER, 3000A, 63KAIC	–	(FURNISHED BY SVP)	
			–	–	
123	2	POWER TRANSF., 60KV-12KV WITH LTC, 30/40/50MVA, 55°C/65°C	–	(FURNISHED BY SVP)	
			–	–	
124	6	VOLTAGE TRANSF. 69KV, 350KV BIL, WITH TWO SECONDARY WINDINGS, RATIO 3000/500:1	KUHLMAN ELECTRIC CORP.	TYPE POF-350	J7105000TD
			TRENCH	TYPE UT5	UT5-350-60-005
125	6	DISCONNECT SWITCH, 72.5KV, 3000A, 350KV BIL, 100KA MOMENTARY, 2-CHANNEL BASE.	PASCOR ATLANTIC	TYPE TTR8	
			–	–	
126	2	DISCONNECT SWITCH, 72.5KV, 3000A, 350KV BIL, 100KA MOMENTARY, EQUIPPED WITH ARC RESTRICTOR (QUICK BREAK ARCING HORNS), 2-CHANNEL BASE	PASCOR ATLANTIC	TYPE TTR8	
			–	–	
127	2	DISCONNECT SWITCH, 72.5KV, 2000A, 350KV BIL, 100KA MOMENTARY, EQUIPPED WITH ARC RESTRICTOR (QUICK BREAK ARCING HORNS), 2-CHANNEL BASE.	PASCOR ATLANTIC	TYPE TTR8	
			–	–	
128	2	DISCONNECT SWITCH, 15.5KV, 3000A, 110KV BIL, 100KA MOMENTARY, 2-CHANNEL BASE	PASCOR ATLANTIC	TYPE TTR8	
			–	–	
129	6	TEST TERMINAL, 3000A, BRONZE STUD 3"-12 BOTTOM END, 4", 4-HOLE COPPER FLAT AT TOP END	PCORE ELECTRIC	TYPE 3	63071-70
			–	–	–
130	6	BI-METALLIC PLATE, COPPER TO ALUMINUM TRANSITION, 4" SQUARE.	HOMAC	STYLE 1	CB-9557-4
			SEFCOR	TYPE ATP	ATP-D

BILL OF MATERIALS (CONTINUED)

ITEM	QTY	DESCRIPTION	MANUFACTURER	TYPE	CAT NO.
131	6	AL WELD EXPANSION TERMINAL, 4" SCHED 80 PIPE TO 4", 4-HOLE FLAT 3000 AMPS RATED	HOMAC	–	
			SEFCOR	TYPE WSFFTI	WSFFTI-64H-4B, 3000A
132	18	COMPOSITE INSULATOR, 69KV, ANSI CLASS 60-1, 110" LEAKAGE, "Y" CLEVIS-BALL.	LAPP INSULATOR	TYPE CS2-047-YB-127-A	
			HUBBELL	TYPE S025036H2D1D	
133	12	AL QUADRANT STRAIN CLAMP, 1-954 KCMIL AL	HUBBELL	TYPE SD	SD-112-N
			SEFCOR	TYPE AQD	AQD-12D
134	12	SOCKET EYE	HUBBELL	TYPE SA	SA-10-13
			SEFCOR	–	AH-1209
135	6	SOCKET CLEVIS	HUBBELL	TYPE SC	SC-3D
			SEFCOR	–	–
136	6	YOKE PLATE, 8" SPACING	HUBBELL	–	–
			SEFCOR	–	BP-2251-8
137	12	Y-CLEVIS/CLEVIS	HUBBELL	TYPE YCC	YCC-3D-9D
			SEFCOR	–	–
138	6	CABLE SPACER, (2) CABLES 715 KCMIL ACCR, 8" SPACING	HOMAC	TYPE ACS2	ACS2-90-8
			SEFCOR	TYPE ASPC	ASPC-34-8
139	30	CABLE SPACER, (2) CABLES 715 KCMIL ACCR, 4" SPACING	HOMAC	TYPE ACS2	ACS2-90-4
			SEFCOR	TYPE ASPC	ASPC-34-4
140	6	CABLE SPACER, (2) CABLES 715 KCMIL ACCR TO 4", 4-HOLE FLAT, 8" SPACING	HOMAC	–	–
			SEFCOR	TYPE ASPC	ASPC-34-8-4B
141	–	NOT USED	–	–	–
			–	–	–
142	–	NOT USED	–	–	–
			–	–	–
143	–	NOT USED	–	–	–
			–	–	–
144	–	NOT USED	–	–	–
			–	–	–
145	–	NOT USED	–	–	–
			–	–	
146	**	EXOTHERMIC CONNECTION, 313.7 KCMIL COPPER CLAD STEEL CABLE TO 2-HOLE NEMA FLAT	CADWELD	TYPE LA	
			ULTRAWELD	TYPE OXL	OXL-1412D
147	**	BRONZE CABLE CLAMP CONNECTOR, 313.7 KCMIL COPPER CLAD STEEL CABLE TO FLAT (1)	HOMAC	TYPE 2709-1	2709-1-50
			SEFCOR	TYPE GTC	GTC-20-B
148	**	EXOTHERMIC CONNECTION, 313.7 KCMIL COPPER CLAD STEEL CABLE RUN TO 313.7 KCMIL COPPER CLAD STEEL CABLE TAP	CADWELD	TYPE TA	TAC-9G9G
			–	–	–
149	**	BRONZE CABLE CLAMP CONNECTOR, (2) 313.7 KCMIL COPPER CLAD STEEL CABLE TO FLAT	HOMAC	TYPE 2709-2	2709-2-50
			SEFCOR	TYPE GTC2	GTC2-0520-B
150	**	BRONZE BOLTED TERMINAL, 313.7 KCMIL COPPER CLAD STEEL CABLE TO 2", 2-HOLE FLAT	HOMAC	TYPE 7ME	7ME-6D-2N
			SEFCOR	TYPE FNCT	FNTC-20H-2B-FF
151	**	ALL ALUMINUM CONDUCTOR (AAC), 954 KCMIL (MAGNOLIA)	SOUTHWIRE	–	
			–	–	
152	**	ALL ALUMINUM CONDUCTOR (AAC), 4/0 AWG (OXLIP)	SOUTHWIRE	–	
			–	–	
153	**	ALL ALUMINUM CONDUCTOR (AAC), 2/0 AWG (ASTER)	SOUTHWIRE	–	
			–	–	
154	12	EYE DEAD END COMPRESSION ASSEMBLY FOR 715-T13 ACCR CONDUCTOR	ACA	CAT. NO. SE0715T13HT	

* MATERIAL TO BE PROVIDED BY SVP
** QUANTITY TO BE DETERMINED BY CONTRACTOR

ONLY MATERIAL AND EQUIPMENT FROM LISTED MANUFACTURERS WILL BE ACCEPTED. ALL MATERIALS SHALL BE FROM A SINGLE MANUFACTURER. NO SUBSTITUTIONS ALLOWED.

SHEET NOTE:

(1) WHERE REQUIRED, CONTRACTOR TO FILE CLAMP RIDGES, DRILL AND TAP HOLE FOR CABLE CLAMP INSTALLATION. PROVIDE SILICON BRONZE SPLIT TYPE LOCKWASHER BETWEEN TOP OF CLAMP AND BOLT HEAD.

REV	DATE	DESCRIPTION	APPR'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

engineers, inc.
3350 scott blvd., bldg. 11
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FAX (408) 986-9627
PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

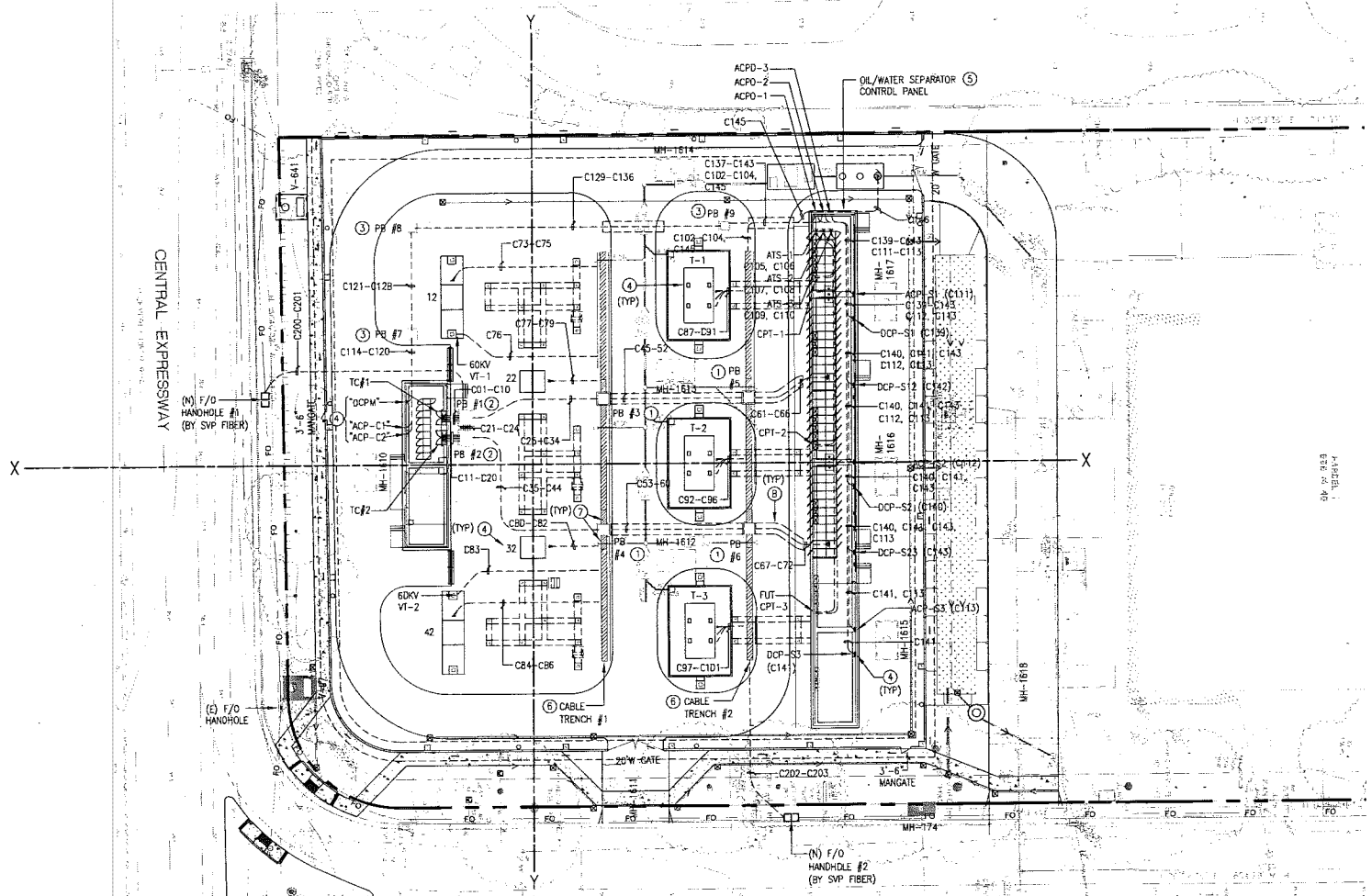
BILL OF MATERIALS

DRAWN BY: VM
SCALE: AS NOTED
DATE: 04/22/13
MAP #: NONE
SH. 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-0-X-133
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-133.dwg, Jan. 24, 14 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 3:59 PM By: Vuong Mai, Plot scale: 1:2.5849, Plot Size: ANSI A (8.50 x 11.00 Inches)
Xrefs: FV-BORDER-CP



GENERAL NOTES:

1. TRENCHING FOR CONDUIT INSTALLATION SHALL CONFORM TO SVP UG1000, REV. 5, SHEET 34, EXCEPT MINIMUM SEPARATION BETWEEN CONDUITS MAY BE 2 INCHES.
2. MAINTAIN 3" MINIMUM SEPARATION BETWEEN CONDUIT CROSSINGS AND 6" MINIMUM SEPARATION BETWEEN CONDUITS AND OTHER UNDERGROUND UTILITIES.
3. ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 UNLESS OTHERWISE NOTED.
4. INSTALL PULLBOXES WITH TOP COVER FLUSHED WITH FINISHED GRADE.
5. FOR CONDUIT SCHEDULE, SEE DWGS. FV-E-D-X-157 THROUGH FV-E-D-X-159.

SHEET NOTES:

1. PULLBOX SHALL BE UTILITY VAULT, SIMILAR TO 4848-STD, EXCEPT WITH DIMENSIONS SHOWN. PROVIDE WITH DRAG-OFF, ADJUSTABLE, GALVANIZED STEEL COVER, (H20 TRAFFIC RATING WITH 30% IMPACT LOADING). PROVIDE 9" CONCRETE COLLAR AROUND PULLBOX WITH A #4 BAR CONTINUOUS REINFORCEMENT.
2. PULLBOX SHALL BE UTILITY VAULT, SIMILAR TO 5050-STD, EXCEPT WITH DIMENSIONS SHOWN. PROVIDE WITH DRAG-OFF, ADJUSTABLE, GALVANIZED STEEL COVER, (H20 TRAFFIC RATING WITH 30% IMPACT LOADING). PROVIDE 9" CONCRETE COLLAR AROUND PULLBOX WITH A #4 BAR CONTINUOUS REINFORCEMENT.
3. PULLBOX SHALL BE UTILITY VAULT, SIMILAR TO 3636-STD, EXCEPT WITH DIMENSIONS SHOWN. PROVIDE WITH DRAG-OFF, ADJUSTABLE, GALVANIZED STEEL COVER, (H20 TRAFFIC RATING WITH 30% IMPACT LOADING). PROVIDE 9" CONCRETE COLLAR AROUND PULLBOX WITH A #4 BAR CONTINUOUS REINFORCEMENT.
4. REFER TO DWG. FV-E-D-X-136 THROUGH FV-E-D-X-138 FOR CONDUIT STUB-UP LOCATIONS AT EQUIPMENT FOUNDATIONS.
5. SEE DWG. FV-E-D-X-160 FOR SUMP PUMP CONTROL CABINET INSTALLATION DETAIL.
6. INSTALL CABLE TRENCH FLUSH WITH PAVING SURFACE. TRENCH SHALL BE AS MANUFACTURED BY OLDCASTLE, PLASTIBETON CABLE TRENCH SYSTEM, #2012, H20 LOADING.
7. STACKED SECTION OF CABLE TRENCH AT CONNECTION TO PULLBOX. SEE DWG FV-E-D-X-164 FOR REQUIREMENTS.
8. CONCRETE ENCASED DUCTBANK. CONCRETE ENVELOPE SHALL BE 3" ALL AROUND DUCTBANK, 3000 PSI STRENGTH, 3FT MINIMUM BEYOND STRIPING EDGE OF ROAD.

LEGEND

CABLE TRENCH, HEAVY TRAFFIC -- AASHTO H-20 RATED.

0 10' 20' 40' 60'

SCALE: 1" = 20'-0"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION
POWER, COMMUNICATION AND CONTROL CONDUIT PLAN

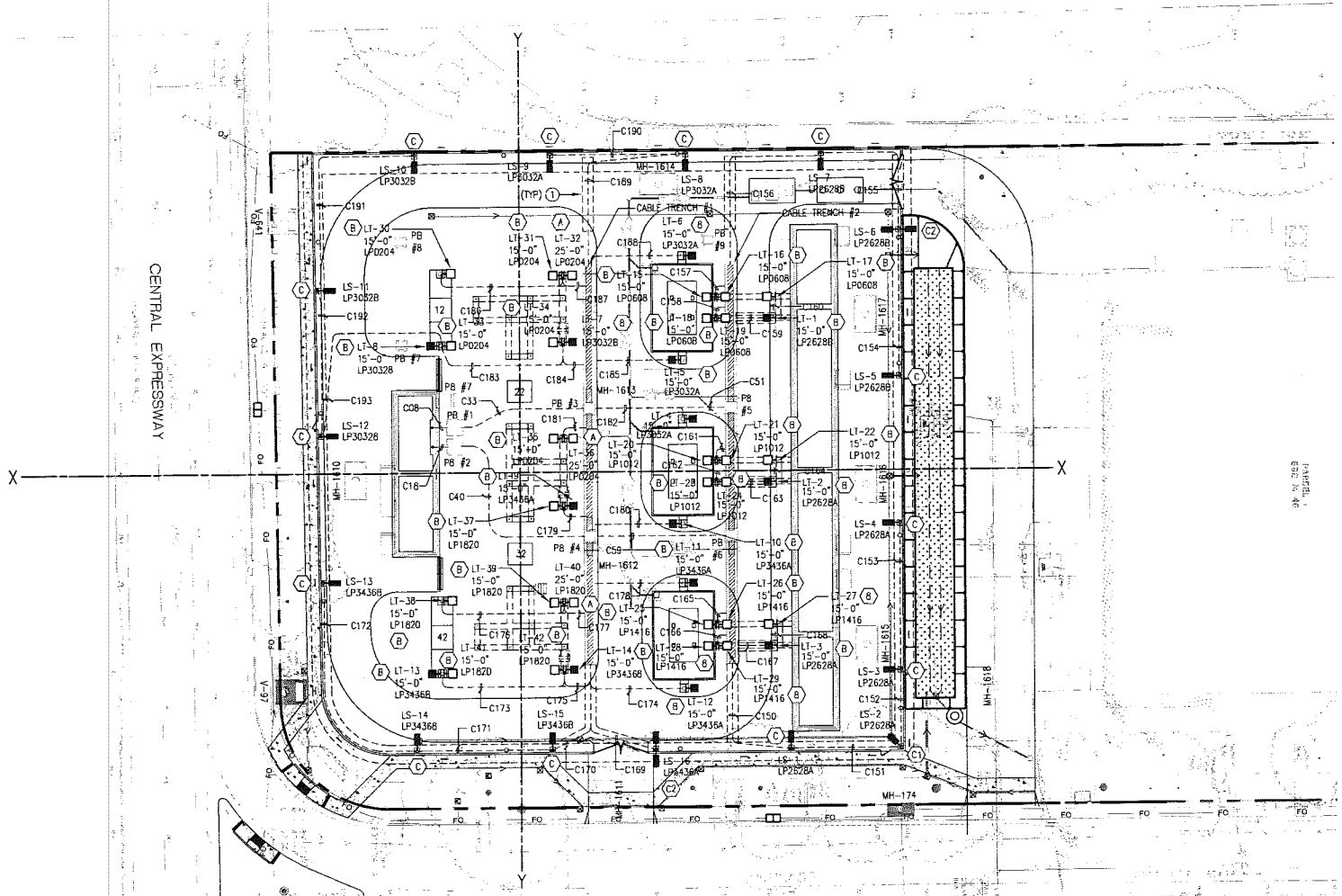
DRAWN BY: WM
SCALE: 1"=20'-0"
DATE: 11/05/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-D-X-134
REV: A

CENTRAL EXPRESSWAY
(FORMERLY KIFER ROAD)

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-D-X-134.dwg, 1/24/2014 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 3:58 PM By: Vuong Moi, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Refs: X-TBRS X-P-UTL X-F-Sheet X-SVC-MS-00.0 fu base2P X-ADP-MS-WM1 25JN X-SVC-SFE X-TRPF-AF X-SVC-MS-00.0-10



GENERAL NOTES:

1. TRENCHING FOR CONDUIT INSTALLATION SHALL CONFORM TO SVP UG1000, REV. 5, SHEET 34, EXCEPT MINIMUM SEPARATION BETWEEN CONDUITS MAY BE 2 INCHES.
2. MAINTAIN 3" MINIMUM SEPARATION BETWEEN CONDUIT CROSSINGS AND 6" MINIMUM SEPARATION BETWEEN CONDUITS AND OTHER UNDERGROUND UTILITIES.
3. ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL AIM LIGHTS IN ACCORDANCE WITH SVP DIRECTIONS.
5. FOR CONDUIT SCHEDULE, SEE DWGS. FV-E-O-X-157 THROUGH FV-E-O-X-159.
6. MOUNTING HEIGHT SHOWN FOR STRUCTURE MOUNTED FIXTURES IS THE INSTALLED FIXTURE HEIGHT. MOUNTING HEIGHT OF BACKBOXES AND FIXTURE SUPPORT CHANNELS SHALL BE 24 INCHES LOWER THAN HEIGHTS SHOWN. SEE DWG. FV-E-O-X-139 FOR FLOOD LIGHTING DETAILS.

SHEET NOTES:

(1) CONCRETE ENCASED CONDUIT. CONCRETE ENVELOPE SHALL BE 3" ALL AROUND, 3000 PSI STRENGTH, 3FT MINIMUM BEYOND STRIPING EDGE OF ROAD.

LEGEND

- ROADWAY LIGHT, PHOTOCELL CONTROLLED FROM LTG CONTROL PANEL
- FLOODLIGHT, PHOTOCELL CONTROLLED FROM LTG CONTROL PANEL
- FLOODLIGHT, MANUALLY CONTROLLED AT LIGHTING PANEL.
- CABLE TRENCH, HEAVY TRAFFIC – AASHTO H-20 RATED.

0 10' 20' 40' 60'
SCALE: 1" = 20'-0"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

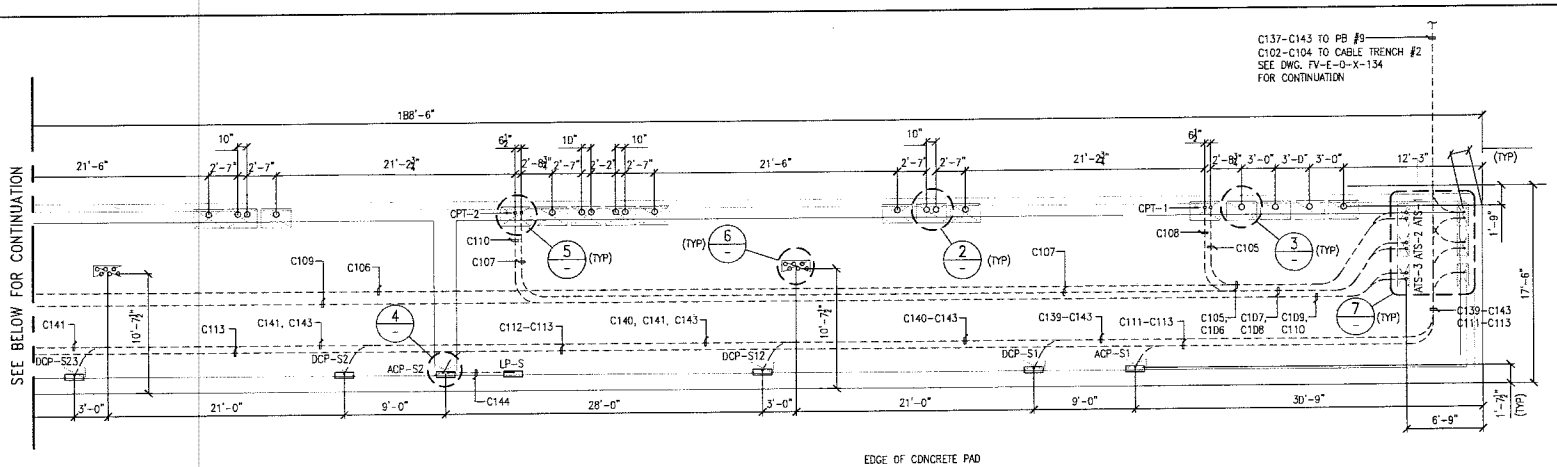
LIGHTING CONDUIT PLAN

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: VM
SCALE: 1"=20'-0"
MAP #: NONE
DATE: 11/05/13
SH 1 OF 1
DRAWING NUMBER: FV-E-O-X-135
REV: A

CENTRAL EXPRESSWAY
(FORMERLY KIFER ROAD)

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-O-X-135.dwg, 1/24/2014 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Refs: X-TOPO 1=F-UTL, X-BASE-FVS-COO-1B, X-BASE-FVS-EXD-1B, X-BASE-FVS-MAIN, 25SPA, X-FDPC-ml, X-F-Sitemap, X-BASE-INT



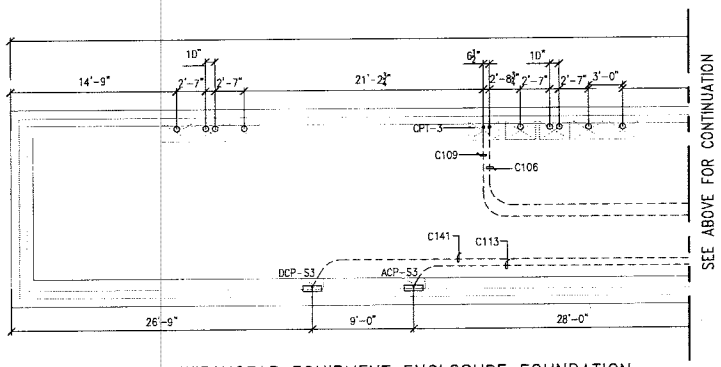
GENERAL NOTES:

1. ALL SWITCHGEAR FLOOR PLATES SHALL BE DRILLED TO FIT CONDUITS PASSING THROUGH OR TERMINATING ABOVE SWITCHGEAR FLOOR.

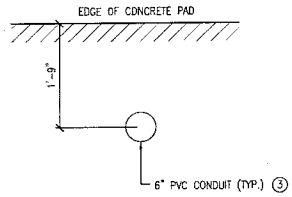
SHEET NOTES:

1. PROVIDE GALVANIZED RSC CONDUIT AND ELBOW. STUB-UP CONDUIT APPROXIMATELY 6" ABOVE TOP OF CONCRETE WITH THREADED CONDUIT COUPLING.
2. PROVIDE RSC NIPPLE CONDUIT TO CONNECT TO EQUIPMENT ENCLOSURE.
3. STUB-UP PVC CONDUIT APPROX. 1" ABOVE SWITCHGEAR FLOOR LEVEL AND PROVIDE CONDUIT END BELL TO PROTECT WIRES.
4. SCOTCHRAP #51 CORROSION PROTECTIVE TAPE, OR EQUAL, SHALL BE PROVIDED FOR ALL UNDERGROUND RIGID STEEL CONDUITS. TAPE SHALL BE HALF-LAPPED, AND EXTENDED ON CONDUIT RUNS A MINIMUM OF 6" ABOVE FINAL GRADE OR TOP OF CONCRETE WHERE CONDUITS PENETRATE FOUNDATIONS.

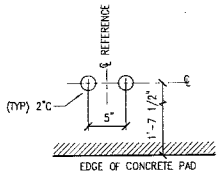
NOTE:
ALL CONDUITS STUB-UP DIMENSIONS ARE ON HOLD, PENDING FINAL DIMENSIONS BY SWITCHGEAR ENCLOSURE MANUFACTURER



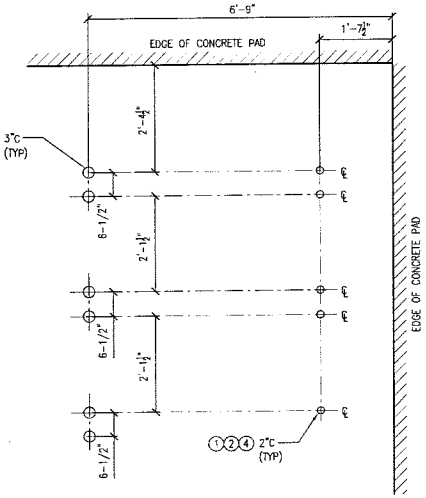
1 — SWITCHGEAR EQUIPMENT ENCLOSURE FOUNDATION – CONDUIT STUB-UP DETAIL
SCALE: 3/16=1'-0"



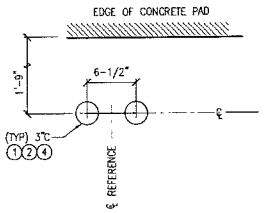
3 — DETAIL – ONE CONDUIT FEEDER
SCALE: 1"=1'-0"



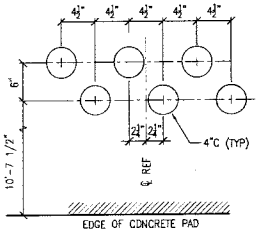
4 — PANEL "ACP-S2" CONDUITS
1 1/2" = 1'-0"



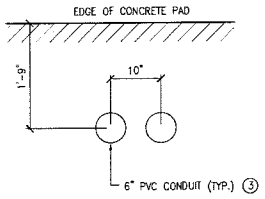
7 — ATS-1, ATS-2 & ATS-3 ACDP-1, ACDP-2 CONDUITS
3/4" = 1'-0"



5 — CPT-1, CPT-2 & CPT-3 CONDUITS
1 1/2" = 1'-0"



6 — SWITCHGEAR MASTER TERMINATION CABINET TC#1 & TC#2 CONDUITS
1 1/2" = 1'-0"



2 — DETAIL – TWO CONDUIT FEEDER
SCALE: 1"=1'-0"

SCALE: 3/4"=1'-0"
SCALE: 3/16"=1'-0"
SCALE: 1"=1'-0"
SCALE: 1 1/2"=1'-0"

REFERENCES:

1. 12 KV SWITCHGEAR SINGLE LINE AND ARRANGEMENT_____FV-E-0-X-9

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PROJECT NO. 12200-04

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

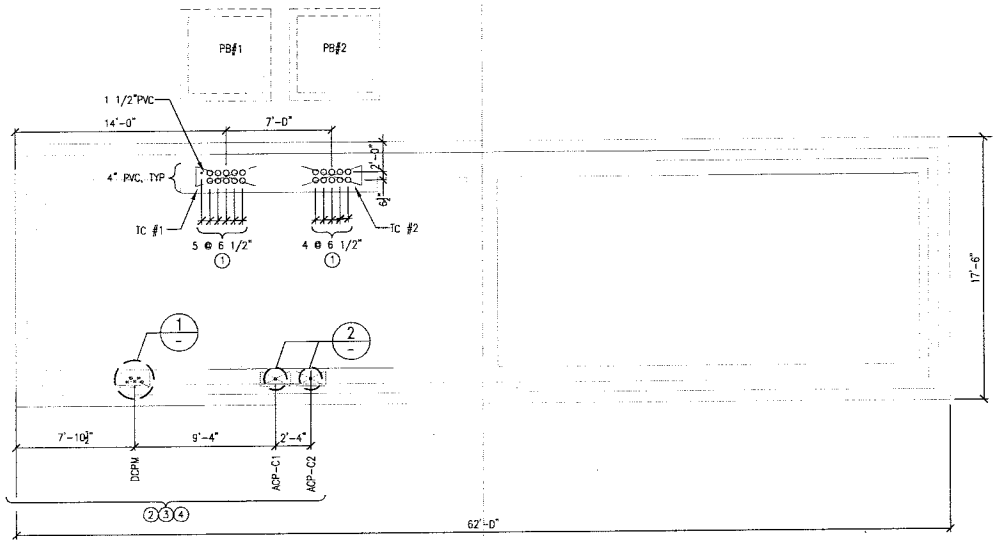
FAIRVIEW SUBSTATION
12KV SWITCHGEAR ENCLOSURE
CONDUIT STUB-UP DETAILS
SHEET 1 OF 3

DRAWN BY: WL
SCALE: 1/4" =1'
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

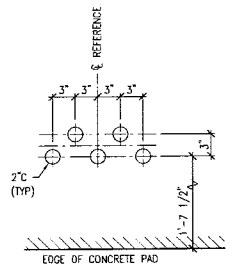
DRAWING NUMBER: FV-E-D-X-136
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-D-X-136.dwg, 1/24/2014 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Mai, Plot scale: 1:2.5849, Plot Size: ANSI A (8.50 x 11.00 inches)
Xrefs: FV-BORDER-CP 2SXFM X-BASE-FVS-EDLO X-BASE-SITE X-TOPO-mtl X-TOPO



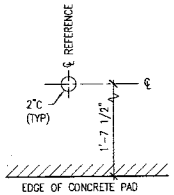
1 — CONTROL ENCLOSURE FOUNDATION – CONDUIT STUB-UP DETAIL

SCALE: 1/4=1'-0"



1 — PANEL "DCPM" CONDUITS

SCALE: 1 1/2" = 1'-0"



2 — PANELS "ACP-C1" & "ACP-C2" CONDUITS

SCALE: 1 1/2" = 1'-0"

GENERAL NOTES:

1. ALL SWITCHGEAR FLOOR PLATES SHALL BE DRILLED TO FIT CONDUITS PASSING THROUGH OR TERMINATING ABOVE SWITCHGEAR FLOOR.

SHEET NOTES:

1. SEE DWG FV-E-0-X-164 DETAIL 2 FOR CONDUITS TERMINATION DETAIL.
2. PROVIDE GALVANIZED RSC CONDUIT AND ELBOW. STUB-UP CONDUIT APPROXIMATELY 6" ABOVE TOP OF CONCRETE WITH THREADED CONDUIT COUPLING.
3. PROVIDE RSC NIPPLE CONDUIT TO CONNECT TO EQUIPMENT ENCLOSURE.
4. SCOTCHRAP #51 CORROSION PROTECTIVE TAPE, OR EQUAL, SHALL BE PROVIDED FOR ALL UNDERGROUND RIGID STEEL CONDUITS. TAPE SHALL BE HALF-LAPPED, AND EXTENDED ON CONDUIT RUNS A MINIMUM OF 6" ABOVE FINAL GRADE OR TOP OF CONCRETE WHERE CONDUITS PENETRATE FOUNDATIONS.

NOTE:
ALL CONDUITS STUB-UP DIMENSIONS ARE ON HOLD, PENDING FINAL DIMENSIONS BY CONTROL ENCLOSURE MANUFACTURER

REFERENCES:

1. 12 KV SWITCHGEAR SINGLE LINE AND ARRANGEMENT_____FV-E-0-X-9

0 2 4 8 12
SCALE: 1/4"=1'-0"

0 .25 .5 1 2
SCALE: 1 1/2"=1'-0"

REV	DATE	DESCRIPTION	APPR'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

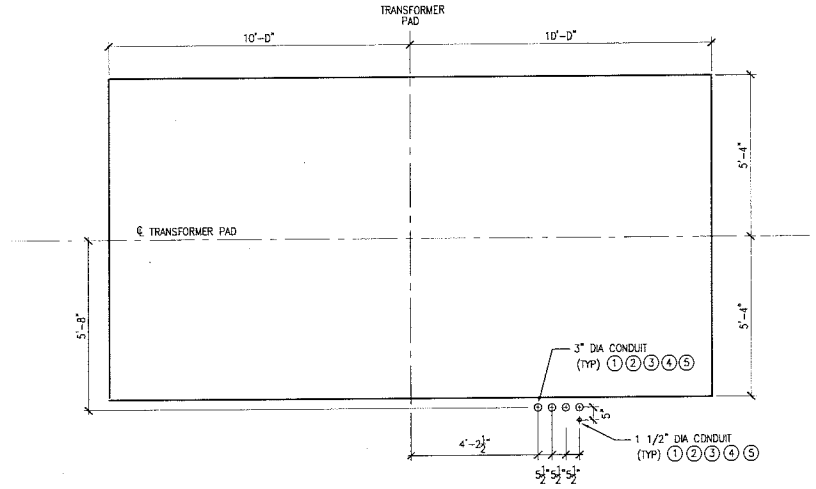
FAIRVIEW SUBSTATION
60KV CONTROL ENCLOSURE
CONDUIT STUB-UP DETAILS
SHEET 2 OF 3

DRAWN BY: WI
SCALE: 1/4" =1'
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-0-X-137
REV: A

File: W:\12200-04-Fairview Substation\Fairview Construction Drawings\FV-E-0-X-137.dwg, 1/24/2014 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Wu, Plot scale: 1:2.5848, Plot Size: ANSI A (8.50 x 11.00 inches)
Xrefs: X-BASE-05-00-00 XV-PROPERTY-01 DCPM



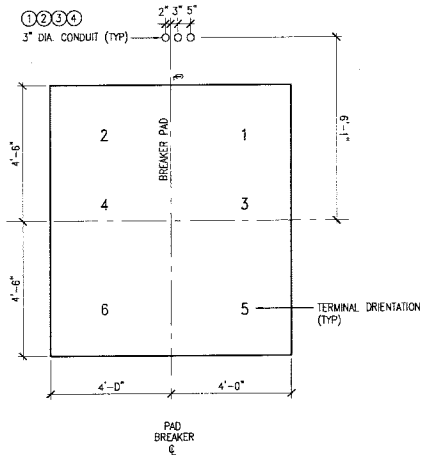
1 — CONDUIT STUB-UP DETAIL – TRANSFORMER T1, T2 & T3

SCALE: 1/2"=1'-0"

SHEET NOTES:

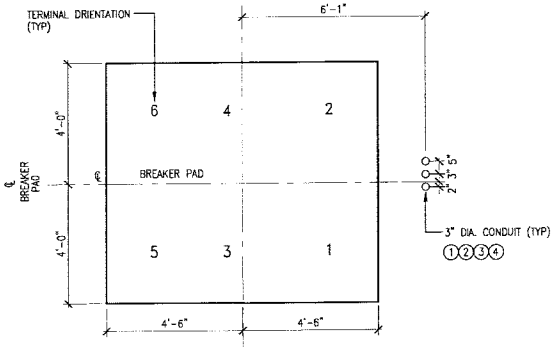
1. PROVIDE PVC TO GALVANIZED RSC TRANSITION BELOW GRADE IN HORIZONTAL CONDUIT RUN. PROVIDE GALVANIZED RSC ELBOW AT CONDUIT STUB-UP LOCATION. STUB CONDUIT UP APPROXIMATELY 6" ABOVE TOP OF CONCRETE OR ABOVE FINAL GRADE, WITH THREADED CONDUIT COUPLING.
2. PROVIDE LIQUID-TIGHT FLEX CONDUIT FOR FINAL RUN TO EQUIPMENT.
3. TERMINATE LIQUID-TIGHT FLEX CONDUIT CENTERED IN CONTROL CABINET CONDUIT ENTRANCE WINDOW.
4. SCOTCHRAP #51 CORROSION PROTECTIVE TAPE, OR EQUAL, SHALL BE PROVIDED FOR ALL UNDERGROUND RIGID STEEL CONDUITS. TAPE SHALL BE HALF-LAPPED, AND EXTENDED ON CONDUIT RUNS A MINIMUM OF 6" ABOVE FINAL GRADE OR TOP OF CONCRETE WHERE CONDUITS PENETRATE FOUNDATIONS.
5. PROVIDE UNISTRUT SUPPORT FOR CONDUIT CROSSING AT TRANSFORMER CONTAINMENT PIT.

NOTE:
ALL CONDUITS STUB-UP DIMENSIONS ARE ON HOLD, PENDING FINAL DIMENSIONS BY TRANSFORMER AND 60KV CIRCUIT BREAKERS MANUFACTURERS.



2 — CONDUIT STUB-UP DETAIL – BKRS 12 & 42

SCALE: 1/2"=1'-0"



3 — CONDUIT STUB-UP DETAIL – BKRS 22 & 32

SCALE: 1/2"=1'-0"

D 1 2 4 6

SCALE: 1/2"=1'-0"

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PROJECT NO. 12200-04

REV	DATE	DECRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

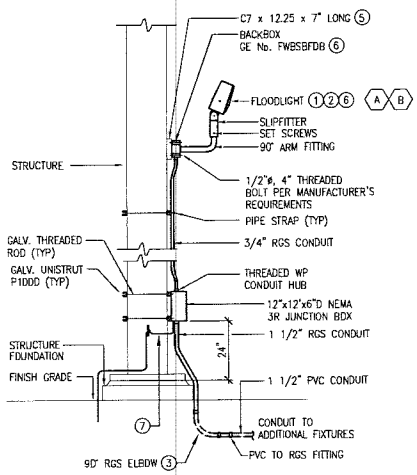
FAIRVIEW SUBSTATION
TRANSFORMER & 60KV BKRS
CONDUIT STUB-UP DETAILS
SHEET 3 OF 3

DRAWN BY: VN
SCALE: AS SHOWN
DATE: 04/22/13
MAP #: NONE
SH OF

SILICON VALLEY POWER
CITY OF SANTA CLARA

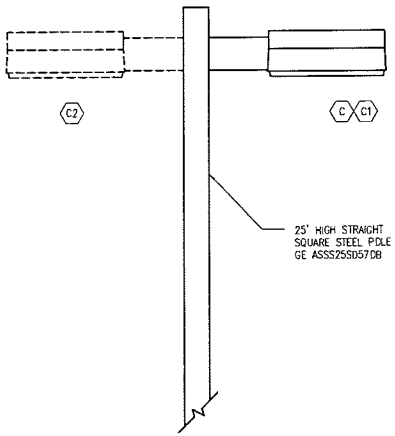
DRAWING NUMBER: FV-E-D-X-13B
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-D-X-13B.dwg, 1/24/2014 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 Inches)
Plot Name: FV-E-D-X-13B.PDF



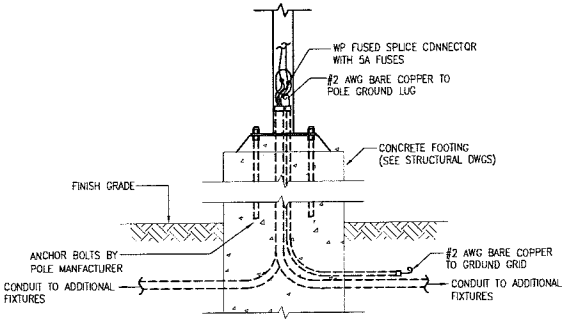
1 — DETAIL- STRUCTURE MOUNTED FLOODLIGHT

NTS



2 — DETAIL- ROADWAY LIGHT/ FLOODLIGHTS

N.T.S.



3 — DETAIL- POLE INSTALLATION (4)

N.T.S.

GENERAL NOTES:

1. ALL SPLICES FOR ALL OUTDOOR LIGHTING FIXTURES SHALL BE ABOVE GRADE.

SHEET NOTES:

(1) CONTRACTOR SHALL AIM FLOODLIGHTS IN ACCORDANCE WITH SVP DIRECTIONS.

(2) FLOODLIGHT HEIGHT AS SPECIFIED ON LIGHTING CONDUIT PLAN, SEE DWG. FV-E-D-X-135.

(3) SCOTCHRAP #51 CORROSION PROTECTIVE TAPE, OR EQUAL, SHALL BE PROVIDED FOR ALL UNDERGROUND RGS CONDUITS. TAPE SHALL BE HALF-LAPPED, AND EXTENDED ON CONDUIT RUNS A MINIMUM OF 6" ABOVE GRADE.

(4) SEE STRUCTURAL DRAWINGS FOR POLE FOUNDATION LOCATIONS.

(5) MOUNTING CHANNEL HEIGHT TO BE 24" LOWER THAN FIXTURE HEIGHT SHOWN ON DWG. FV-E-D-X-135.

(6) GROUND BACKBOX AND LIGHT FIXTURE WITH #8 AWG GROUND WIRE CONNECTED TO JUNCTION BOX GROUND.

(7) #8 BCW, STRANDED WITH COMPRESSION RING TYPE CONNECTOR AT BOTH ENDS (JUNCTION BOX GROUND).

LIGHTING FIXTURE SCHEDULE

MARK	MANUFACTURERS MODEL NO.	LAMPS QTY.	LAMPS TYPE	TOTAL WATTS	VOLTS	MOUNTING	DESCRIPTION AND REMARKS
(A)	GE PF-154 POWERFLOOD PF1S40SDA16X6DBK	1	400W HPS	476	208	STRUCTURE MOUNTED (HEIGHT ON PLAN)	400W HPS FLOODLIGHT FIXTURE, DIE CAST ALUMINUM HOUSING, GASKETED REFLECTOR, UL LISTED FOR WET LOCATIONS, KNUCKLE SLIPFITTER, WITH 90° ARM BRACKET (GE FBSFA2TTDB OR EQUAL) AND WIRING BOX (GE FWBSBFDB OR EQUAL). DARK BRONZE FINISH. PROVIDE WITH CWA BALLAST.
(B)	GE PF-154 POWERFLOOD PF1S25SDA16X6DBK	1	250W HPS	314	208	STRUCTURE MOUNTED (HEIGHT ON PLAN)	250W HP FLOODLIGHT FIXTURE, DIE CAST ALUMINUM HOUSING, GASKETED REFLECTOR, UL LISTED FOR WET LOCATIONS, KNUCKLE SLIPFITTER, DARK BRONZE FINISH. PROVIDE WITH CWA BALLAST, 90° ARM BRACKET (GE FBSFA2TTDB OR EQUAL) AND WIRING BOX (GE FWBSBFDB OR EQUAL).
(C)	GE CRITERION CHMX25SDA1BDKBZC	1	250W HPS	314	208	POLE MOUNTED ON 25' HIGH POLE	250W HPS ROADWAY LIGHTING, DIE CAST ALUMINUM HOUSING, LOW PROFILE HINGES AND LATCHES, GASKETED REFLECTOR, UL LISTED FOR WET LOCATION, DARK BRONZE FINISH, WIDE DISTRIBUTION. PROVIDE WITH CWA BALLAST.
(C1)	GE CRITERION CHMX25SDA1CDKBZC	1	250W HPS	314	208	POLE MOUNTED ON 25' HIGH POLE	SAME AS TYPE "C", EXCEPT WITH FORWARD THROW.
(C2)	GE CRITERION CHMX25SDA2CDKBZC	1	250W HPS	314	208	POLE DOUBLE ARM MOUNTED ON 25' HIGH POLE	SAME AS TYPE "C", EXCEPT WITH DOUBLE ARM MOUNTING

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

OUTDOOR LIGHTING DETAILS

DRAWN BY: VN
SCALE: AS NOTED
DATE: 04/22/13
MAP #: NONE
SH OF

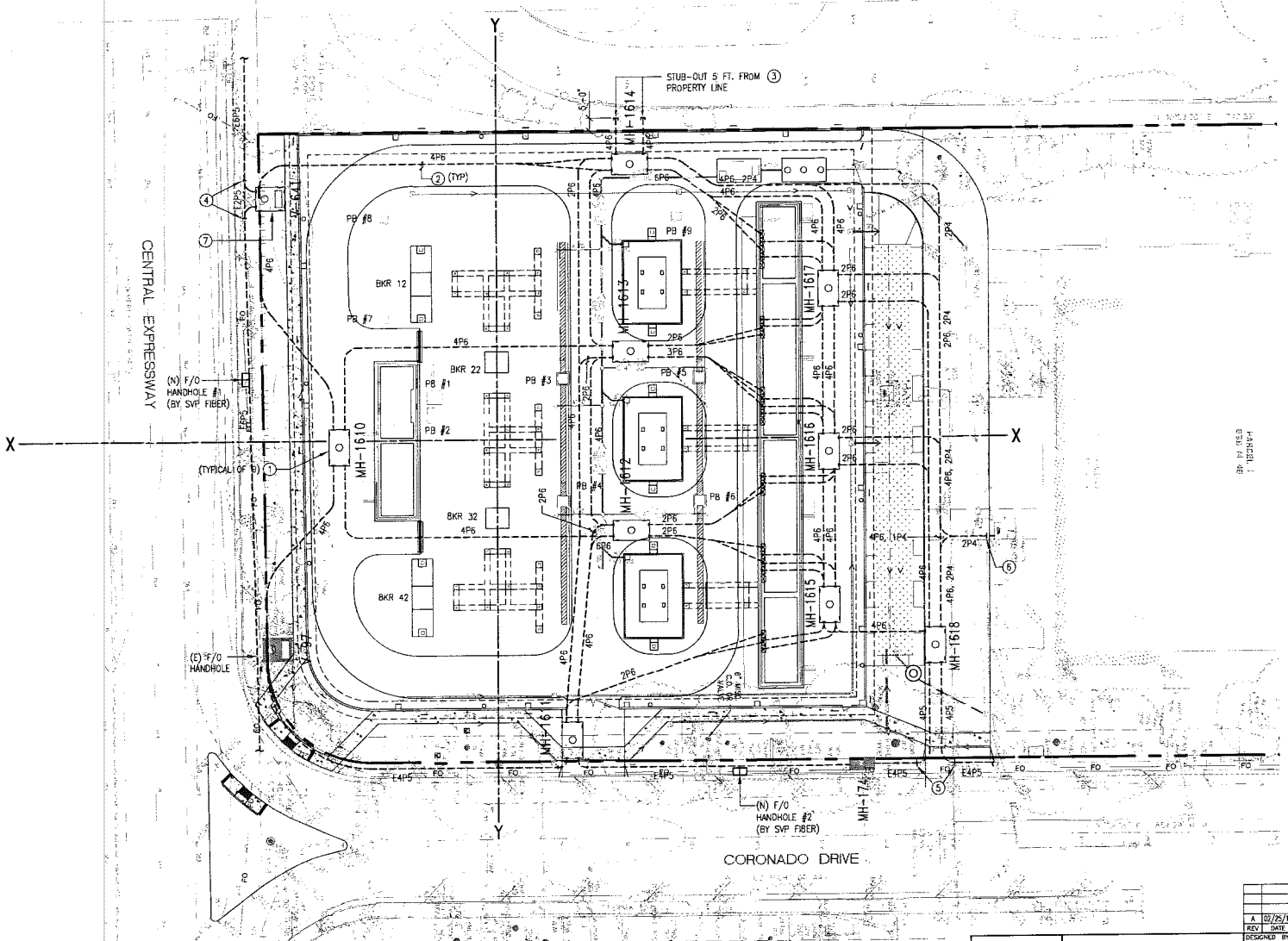
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-D-X-139
REV: A

File: M:\12200-04_Fairview Substn\Fairview Construction Drawings\FV-E-D-X-139.dwg, 1/24/2014 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI (full bleed B (17.00 x 11.00 inches)
Xrefs: FV-BORDER-CP

SHEET NOTES:

1. MANHOLES SHALL BE 8'x14'x8' ID IN ACCORDANCE WITH SVP UG 035D.
2. ALL CONDUITS FOR 12KV MV FEEDERS SHALL BE PVC TYPE DB120 IN ACCORDANCE WITH SVP UG10DD, REV 5, UNLESS OTHERWISE INDICATED. MINIMUM RADIUS FOR CONDUIT ELBOW SHALL BE 5FT.
3. INSTALL PULL ROPE AND CAP CONDUIT ENDS.
4. INTERCEPT E6P5 DUCTS AND EXTEND 4P5 TO V-641.
5. INTERCEPT E4P5 AND EXTEND TO MH-1618.
6. INTERCEPT E2P4 CONNECTING TO EXISTING TRANSFORMER.
7. VAULT V-641 WILL BE INSTALLED BY INTEL UNDER SEPARATE PROJECT.



D 10' 20' 40' 60'

SCALE: 1" = 20'-0"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

MV CONDUIT PLAN

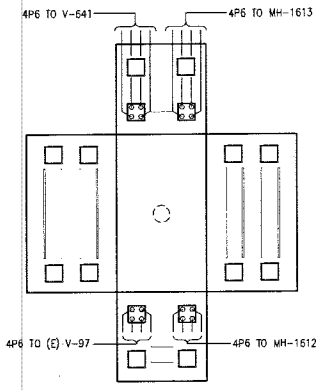
DRAWN BY: WJ
SCALE: 1"=20'-0"
DATE: 01/24/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

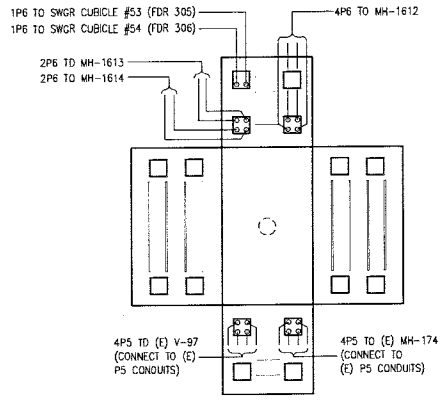
DRAWING NUMBER: FV-E-0-X-140
REV: A

CENTRAL EXPRESSWAY
(FORMERLY KIFER ROAD)

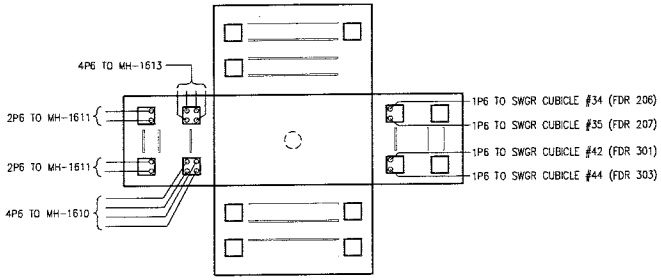
File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-140.dwg, 1/24/2014 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Nai, Plot scale: 1:2, Plot Size: ANSI full blood B (17.00 x 11.00 inches)
Xrefs: X-TBD1 X-P-UTL X-Sheet4 X-BASE-VYS-COLD Y:\BORDER-3P X-BASE-VYS-WVAN 2:32PM X-BASE-SVP X-TBD1-dwf



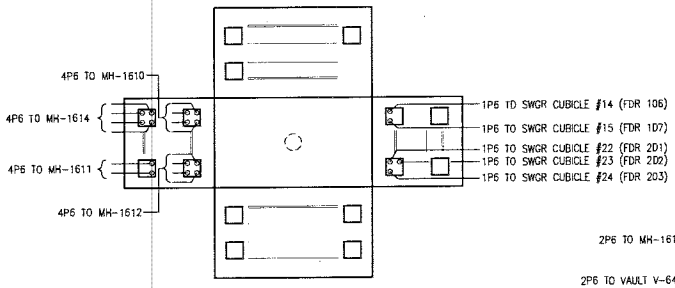
1 — MANHOLE "MH-1610" (8'x14')
SCALE: 3/16" = 1'-0"



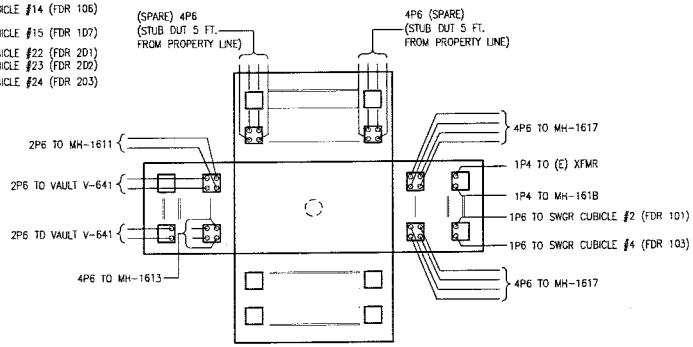
2 — MANHOLE "MH-1611" (8'x14')
SCALE: 3/16" = 1'-0"



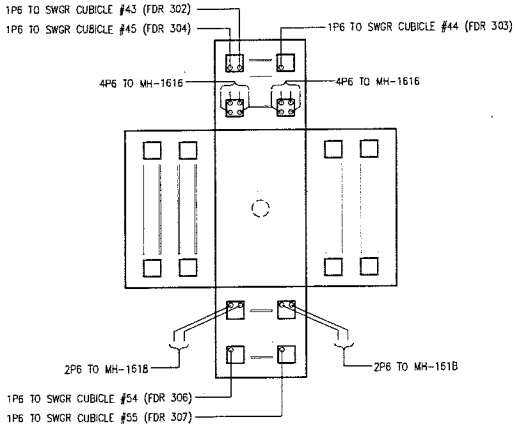
3 — MANHOLE "MH-1612" (8'x14')
SCALE: 3/16" = 1'-0"



4 — MANHOLE "MH-1613" (8'x14')
SCALE: 3/16" = 1'-0"



5 — MANHOLE "MH-1614" (8'x14')
SCALE: 3/16" = 1'-0"



6 — MANHOLE "MH-1615" (8'x14')
SCALE: 3/16" = 1'-0"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	JH

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

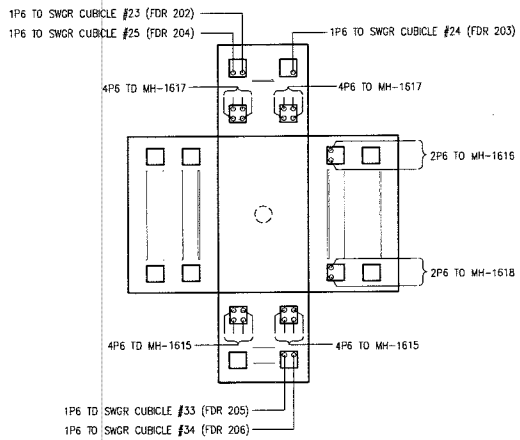
FAIRVIEW SUBSTATION
MV MANHOLE DEVELOPMENT
SHEET 1

DRAWN BY: W
SCALE: 1/2"=1'-0"
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1

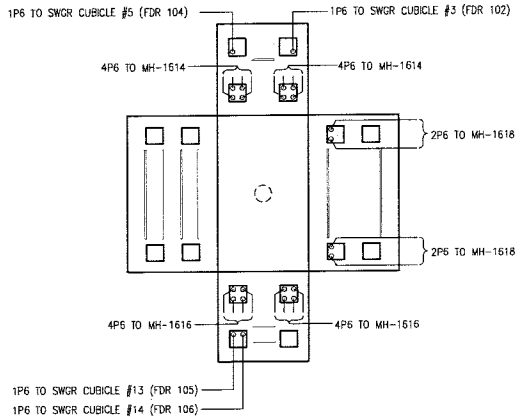
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-0-X-141
REV: A

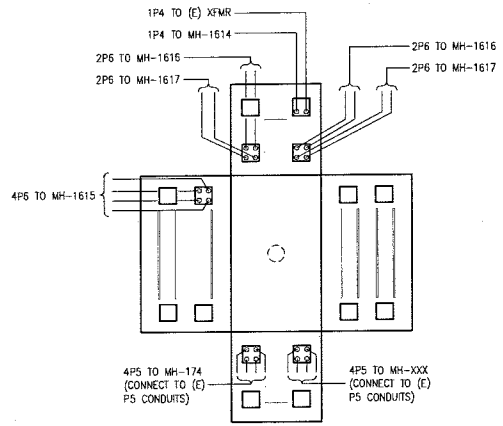
File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-141.dwg Jan. 24, 14 3:45 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Mai, Plot scale: 1:2.5849, Plot Size: ANSI A (8.50 x 11.00 inches)
Page Frame Name: EP



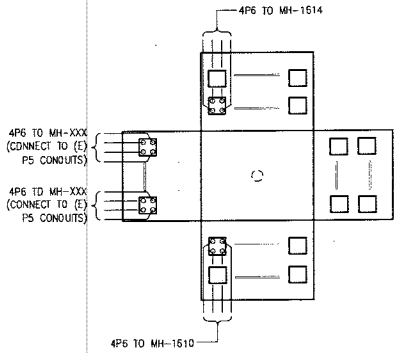
1 — MANHOLE "MH-1616" (8'x14')
SCALE: 3/16" = 1'-0"



2 — MANHOLE "MH-1617" (8'x14')
SCALE: 3/16" = 1'-0"



3 — MANHOLE "MH-1618" (8'x14')
SCALE: 3/16" = 1'-0"



4 — VAULT "V-641" (8'x10')
SCALE: 3/16" = 1'-0"
(VAULT PROVIDED AND INSTALLED BY INTEL)

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	JH

DESIGNED BY: JCH
APPROVED BY: JCH

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3350 scott blvd., bldg. 11
santa clara, ca 95054
(408) 986-8558
FAX (408) 986-9627
PROJECT NO. 12200-04

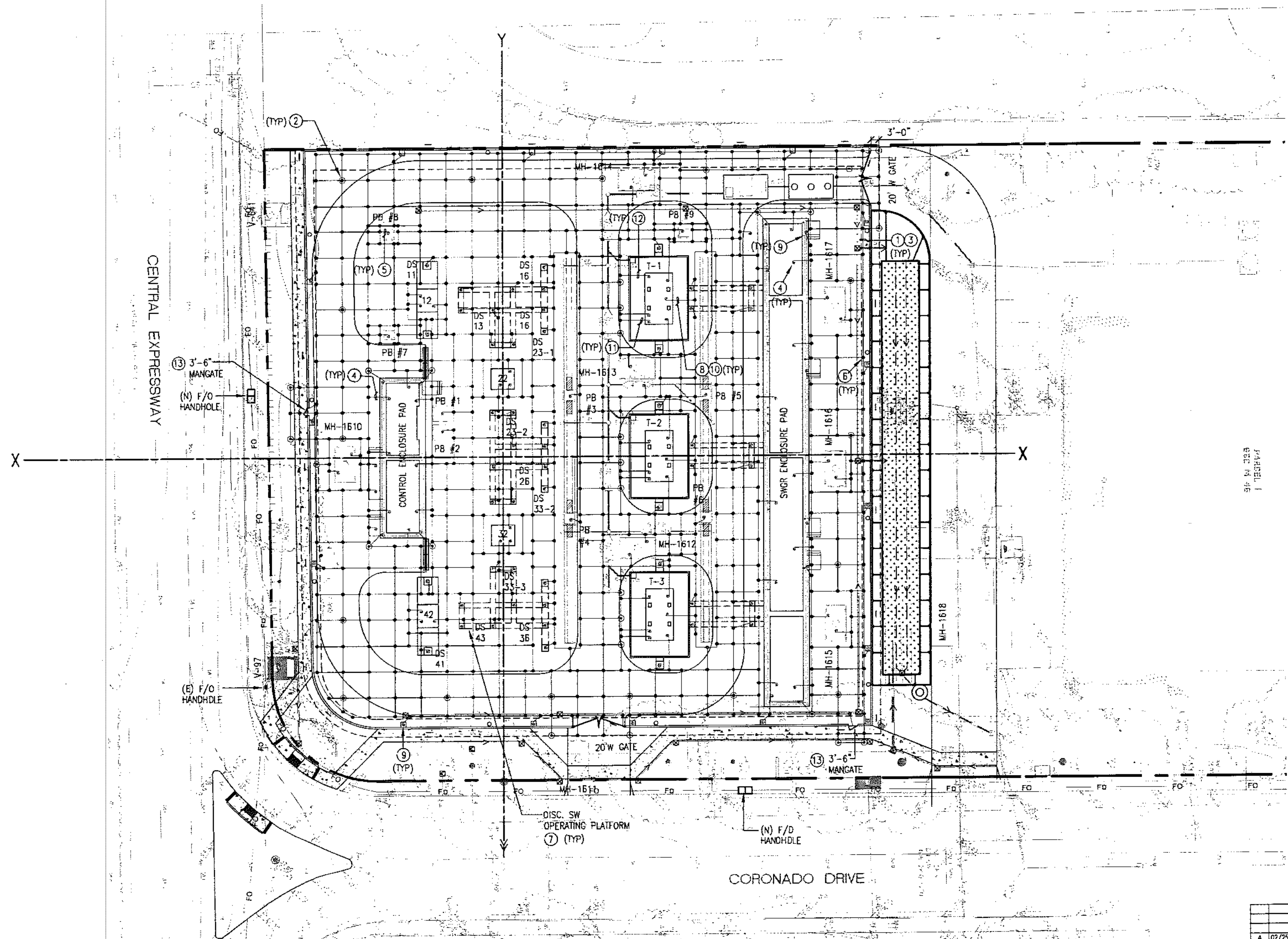
FAIRVIEW SUBSTATION
MV MANHOLE DEVELOPMENT
SHEET 2

DRAWN BY: W
SCALE: 1/2"=1'-0"
DATE: 04/22/13
MAP #: NONE
SH. 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-O-X-142
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-O-X-142.dwg, Jun 24, 14 3:43 PM, Last saved: Wuong, PlotDate: 1/24/2014 4:00 PM By: Wuong Min. Plot scale: 1:2.5948, Plot Size: ANSI A (8.50 x 11.00 inches)
Xrefs: FV-BORDER-CP



CENTRAL EXPRESSWAY
(FORMERLY KIFER ROAD)

SHEET NOTES:

1. BURIED GROUND GRID CONDUCTORS SHALL BE 250kcmil STRANDED, BARE, STANDARD ANNEALED SOFT COPPER, UNLESS OTHERWISE NOTED. GROUND TAP TO EQUIPMENT SHALL BE COPPER CLAD STEEL, 40% CONDUCTIVITY, 313.7 KCMIL.
2. GROUND RODS SHALL BE 3/4" x 10' COPPERCLAD STEEL. TOP OF GROUND ROD SHALL BE BURIED AT LEAST 12" BELOW ROUGH GRADE.
3. GROUND GRID CONDUCTORS SHALL BE BURIED 18" MINIMUM BELOW ROUGH GRADE. GROUND GRID CONDUCTORS SHALL GENERALLY BE SPACED 10 FT APART AND SHALL BE FIELD LOCATED TO CLEAR ANY STRUCTURAL OBSTRUCTIONS.
4. CONNECT GROUND TAP CONDUCTOR TO EQUIPMENT ENCLOSURE BASE FRAME GROUND PADS. EXACT CONNECTION POINTS TO BE COORDINATED WITH EQUIPMENT SHOP DRAWINGS.
5. #2/0 AWG GROUND TAP CONDUCTOR. GROUND ALL CABLE RACKS INSIDE PULLBOX.
6. ALL BELOW GRADE GROUND SYSTEM CONNECTIONS SHALL BE MADE USING CADWELD CONNECTORS OR APPROVED EQUAL.
7. DISCONNECT SWITCH OPERATING PLATFORM AND SWITCH OPERATOR SHALL BE GROUNDED PER DETAIL 4 AND 5 ON DWG FV-E-D-X-144.
8. TAP CONDUCTOR SHALL BE BROUGHT UP THROUGH CONCRETE FLOOR OF OIL CONTAINMENT AREA IN A 1" PVC SLEEVE.
9. #2 AWG GROUND TAP CONDUCTOR TO CONNECT TO LIGHTING POLE, SUMP PUMP CONTROL CABINET, AND EQUIPMENT ENCLOSURES LANDING PLATFORMS.
10. CONNECT GROUND TAP CONDUCTORS TO TRANSFORMER GROUND PAD.
11. GROUND TAP CONDUCTOR TO CONNECT TO TRANSFORMER GROUND PAD. EXTEND GROUND CONDUCTOR TO TRANSFORMER CORE GROUNDING ON TANK COVER. TAP A #2 AWG BARE COPPER TO VT'S H2 BUSHING.
12. GROUND CONDUCTOR TAP FOR CONNECTION TO GROUNDING REACTOR SHALL BE 395.5 KCMIL COPPER CLAD STEEL, 40% CONDUCTIVITY.
13. #2 AWG GROUND CONDUCTOR TO CONNECT TO DOOR FRAME. PROVIDE JUMPER FROM DOOR FRAME TO DOOR SIMILAR TO DETAIL 6 ON DRAWING FV-E-0-X-144.

LEGEND

- ⊙ GROUND ROD
- GROUND CONDUCTOR TAP TO EQUIPMENT. PROVIDE 2-HOLE BAR LUG OFFSET CADWELD TYPE "LA" OR EQUAL.

0 10' 20' 40' 60'
SCALE: 1" = 20'-0"

REV	DATE	DESCRIPTION	APPR'D
A	02/25/14	ISSUED FOR BIDDING	

engineers, inc.
3350 scott blvd., bldg. 11
santa clara, ca 95054
(408) 986-8558
FAX (408) 986-9627
PROJECT NO. 12200-04

DESIGNED BY: JCH
APPROVED BY: JCH

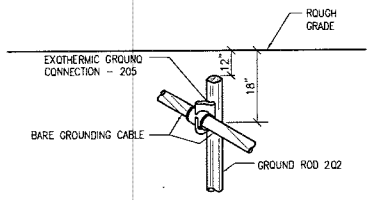
FAIRVIEW SUBSTATION
GROUNDING PLAN

DRAWN BY: W
SCALE: 1"=20'-0"
DATE: 12/02/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER FV-E-0-X-143
REV A

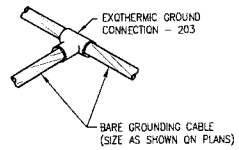
File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-143.dwg, 1/24/2014 2:18 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:09 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 Inches)
Xrefs: X-TOPO X-P-UTIL X-F-Sidewalk FV-BORDER-CP X-BASE-FVS-EOLO-10 X-BASE-FVS-MVMH 253TN X-BASE-SITE X-TOPO-old



NOTES:
EXOTHERMIC GROUND CONNECTION SHALL BE SIZED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS FOR CABLE SIZE AND ROD USED, AS SHOWN ON PLANS.

1 GROUND CABLE CONNECTION DETAIL TO GROUND ROD

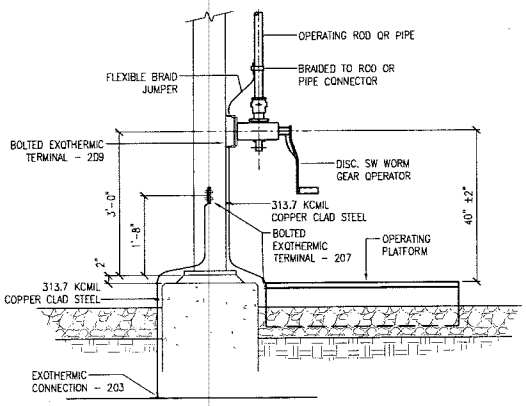
NTS



NOTES:
EXOTHERMIC GROUND CONNECTION SHALL BE SIZED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS FOR CABLE SIZE USED, AS SHOWN ON PLANS.

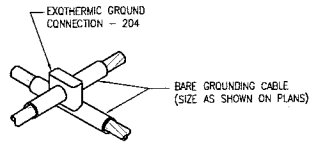
2 GROUND CONNECTION CABLE TO CABLE (TEE)

NTS



5 DISCONNECT SWITCH OPERATOR – GROUNDING CONNECTION DETAIL

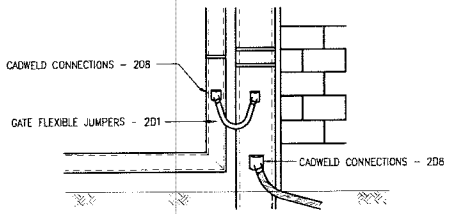
NTS



NOTES:
EXOTHERMIC GROUND CONNECTION SHALL BE SIZED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS FOR CABLE SIZE USED, AS SHOWN ON PLANS.

3 GROUND CONNECTION CABLE TO CABLE (CROSSING)

NTS



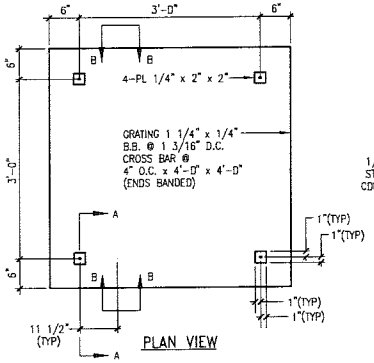
6 ENTRY GATE AND GATE POST GROUND CONNECTION DETAIL

NTS

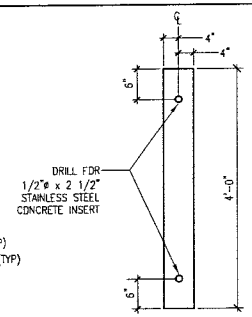
DISCONNECT SWITCH DESIGNATION	"H" DIMENSION
DS10, DS20, DS23-1, DS30, DS33-2, DS33-3, DS36, DS43-4, DS46, DS53-5, DS56, DS61	0"
DS26	1"
DS11, DS23-2, DS63	2 1/2"
DS16, DS43-3, DS53-4	3"
DS13	6"

7 OPERATING PLATFORM CONCRETE FOOTING DIMENSION "H" TABLE

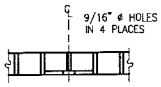
NTS



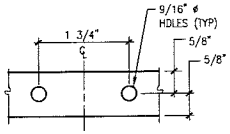
PLAN VIEW



PLAN VIEW

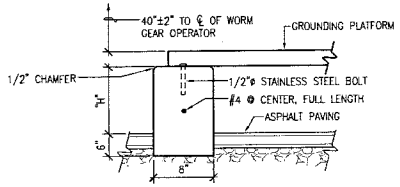


SECTION A–A



SECTION B–B

STEEL GRATING PLATFORM
HOT DIP GALVANIZED AFTER FABRICATION



* SEE TABLE ON DETAIL 7 FOR DIMENSION "H"

CAST-IN-PLACE CONCRETE FOOTING
(2 PER PLATFORM)

4 DISCONNECT SWITCH OPERATING PLATFORM

N.T.S.

BILL OF MATERIALS

ITEM	DESCRIPTION	MANUF	TYPE & CAT NO
201	FLEXIBLE JUMPERS, #2/0 AWG	CADWELD OR APPROVED EQUAL	FJ2G
202	3/4"-10' COPPERCLAD STEEL GROUND ROD	COPPERWELD OR APPROVED EQUAL	--
203	EXOTHERMIC CONNECTION, CABLE TAP TO CABLE	CADWELD OR APPROVED EQUAL	TA
204	EXOTHERMIC CONNECTION, 2 CABLES CROSSING	CADWELD OR APPROVED EQUAL	XB
205	EXOTHERMIC CONNECTION CABLE TO ROD	CADWELD OR APPROVED EQUAL	GY
206	EXOTHERMIC CONNECTION, CABLE/TEE TO ROD	CADWELD OR APPROVED EQUAL	NC

QUANTITY TO BE DETERMINED BY CONTRACTOR

BILL OF MATERIALS (CONT.)

ITEM	DESCRIPTION	MANUF	TYPE & CAT NO
207	EXOTHERMIC CONNECTION, CABLE TO 2 HOLE NEMA FLAT	CADWELD OR APPROVED EQUAL	LA (OFFSET LUG)
208	EXOTHERMIC CONNECTION, CABLE TO GATE POST OR ENTRY GATE FRAME	CADWELD OR APPROVED EQUAL	VB
209	EXOTHERMIC CONNECTION, CABLE TO 1 HOLE NEMA FLAT	CADWELD OR APPROVED EQUAL	LA (OFFSET LUG)

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

engineers, inc.
3350 scott blvd., bldg. 11
santa clara, ca 95054
(408) 985-6558
FAX (408) 885-9827
PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

GROUNDING DETAILS

DRAWN BY: YA
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH OF

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER FV-E-0-X-144
REV A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-144.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: FV-BORDER-CP

FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	DWG. No.	TO DESTINATION
60 KV BUS-1 DIFF. RELAY	#10	4/C	12CT87B1		TERM. CAB #1
BACKUP RELAY 60KV-LINE	#10	4/C	12CT87LM2		TERM. CAB #1
PRIMARY RELAY 60KV-LINE	#10	4/C	12CT87LM1		TERM. CAB #1
SPARE	#10	4/C	12CTSP		TERM. CAB #1
LOW SF6 GAS & BLOCK TRIP/CLOSE ALARMS	#12	4/C	12AP1		TERM. CAB #1
BKR EMERG MAN. TRIP ALARM	#12	4/C	12AP2		TERM. CAB #1
BKR STATUS TO B7LM1/2-12	#12	7/C	12I1		TERM. CAB #1
BKR CONT CKT-TC-1	#10	7/C	12TC1		TERM. CAB #1
BKR CONT CKT-TC-2	#10	7/C	12TC2		TERM. CAB #1
BKR CONT CKT-CC	#10	7/C	12CC		TERM. CAB #1
BKR CONT SPARE	#10	7/C	12SPARE1		TERM. CAB #1
AC POWER	#8	3-1/C	12AC		TERM. CAB #1
DC POWER CC, TC & RELAYS	#10	2/C	12DC1		TERM. CAB #1
DC POWER SPARE	#10	2/C	12DCSP		TERM. CAB #1

NOTE:

EXACT LOCATION OR WIRING TERMINATIONS WILL BE PROVIDED BY SVP WHEN EQUIPMENT SHOP DRAWINGS BECOME AVAILABLE.

engineers, inc.
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FAX (408) 986-9627

PROJECT NO. 12200-04

REV	DATE	DESCRIPTION	APPR'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

FAIRVIEW SUBSTATION

EXTERNAL CONNECTIONS
60KV BREAKER 12

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: WI
SCALE: NONE
DATE: 04/23/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER FV-E-D-X-145
REV A

FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	DWG. No.	TO DESTINATION
BUS & XFMR T1 PRI. DIFF. RELAY	#10	4/C	22CT87M1		TERM. CAB #2
BUS & XFMR T1 B/U DIFF. RELAY	#10	4/C	22CT87T1		TERM. CAB #2
60KV BUS-1 DIFF. RELAY	#10	4/C	22CT87B1		TERM. CAB #2
SPARE	#10	4/C	22CTSP		TERM. CAB #2
LOW SF6 GAS & BLOCK TRIP/CLOSE ALARMS	#12	4/C	22AP1		TERM. CAB #2
BKR EMERG MAN. TRIP ALARM	#12	4/C	22AP2		TERM. CAB #2
BKR STATUS TO 87TM-1, 87T-1	#12	7/C	22I1		TERM. CAB #2
BKR CONT CKT-TC-1	#10	7/C	22TC1		TERM. CAB #2
BKR CONT CKT-TC-2	#10	7/C	22TC2		TERM. CAB #2
BKR CONT CKT-CC	#10	7/C	22CC		TERM. CAB #2
BKR CONT SPARE	#10	7/C	22SPARE1		TERM. CAB #2
AC POWER	#8	3-1/C	22AC		TERM. CAB #2
DC POWER CC, TC & RELAYS	#10	2/C	22DC1		TERM. CAB #2
DC POWER SPARE	#10	2/C	22DCSP		TERM. CAB #2
BKR STATUS TO 2411-1	#12	4/C	22I3		TERM. CAB #2

NOTE:

EXACT LOCATION OR WIRING TERMINATIONS WILL BE PROVIDED BY SVP WHEN EQUIPMENT SHOP DRAWINGS BECOME AVAILABLE.

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FAX (408) 986-9627

PROJECT NO. 12200-04

REV	DATE	DECRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

FAIRVIEW SUBSTATION

EXTERNAL CONNECTIONS
60KV BREAKER 22

DRAWN BY: VM
SCALE: NONE
DATE: 07/13/09
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER FV-E-0-X-146
REV A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-146.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 Inches)
Xrefs: FV-BORDER-CP X-BASE-FVS-60KV-BKR5-EXTCONN

FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	DWG. No.	TO DESTINATION
BUS & XFMR T1 PRI. DIFF. RELAY	#10	4/C	32CT87TM1		TERM. CAB #2
BUS & XFMR T1 B/U DIFF. RELAY	#10	4/C	32CT87T1		TERM. CAB #2
BUS & XFMR T2 PRI. DIFF. RELAY	#10	4/C	32CT87TM2		TERM. CAB #2
BUS & XFMR T2 B/U DIFF. RELAY	#10	4/C	32CT87T2		TERM. CAB #2
LOW SF6 GAS & BLOCK TRIP/CLOSE ALARMS	#12	4/C	32AP1		TERM. CAB #2
BKR EMERG MAN. TRIP ALARM	#12	4/C	32AP2		TERM. CAB #2
BKR STATUS TO 87TM-1, 87T-1	#12	7/C	32I1		TERM. CAB #2
BKR CONT CKT-TC-1	#10	7/C	32TC1		TERM. CAB #2
BKR CONT CKT-TC-2	#10	7/C	32TC2		TERM. CAB #2
BKR CONT CKT-CC	#10	7/C	32CC		TERM. CAB #2
BKR CONT SPARE	#10	7/C	32SPARE1		TERM. CAB #2
AC POWER	#8	3-1/C	32AC		TERM. CAB #2
DC POWER CC, TC & RELAYS	#10	2/C	32DC1		TERM. CAB #2
DC POWER SPARE	#10	2/C	32DCSP		TERM. CAB #2
BKR STATUS TO 87TM-2, 87T-2	#12	7/C	32I2		TERM. CAB #2
BKR STATUS TO 2411-2	#12	4/C	32I3		TERM. CAB #2

NOTE:

EXACT LOCATION OR WIRING TERMINATIONS WILL BE PROVIDED BY SVP WHEN EQUIPMENT SHOP DRAWINGS BECOME AVAILABLE.

MTH engineers, inc.
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santa clara, ca 95054
(408) 986-8558
FAX (408) 986-9527
PROJECT NO. 12200-04

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

FAIRVIEW SUBSTATION

EXTERNAL CONNECTIONS
60KV BREAKER 32

DRAWN BY: WI
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-0-X-147
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-147.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:30 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: FV-BORDER-CP X-BASE-FVS-60KV-BKRS-EXTCONN

FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	DWG. No.	To DESTINATION
PRI. RELAY 60KV-LINE	#10	4/C	42CT87LM1		TERM. CAB #2
BACKUP RELAY 60 KV LINE	#10	4/C	42CT87LM2		TERM. CAB #2
60 KV BUS-2 DIFF. RELAY	#10	4/C	42CT87B2		TERM. CAB #2
SPARE	#10	4/C	42CTSP		TERM. CAB #2
LOW SF6 GAS & BLOCK TRIP/CLOSE ALARMS	#12	4/C	42AP1		TERM. CAB #2
BKR EMERG MAN. TRIP ALARM	#12	4/C	42AP2		TERM. CAB #2
BKR STATUS TO 87LM1/2-62	#12	7/C	42I1		TERM. CAB #2
BKR CONT CKT-TC-1	#10	7/C	42TC1		TERM. CAB #2
BKR CONT CKT-TC-2	#10	7/C	42TC2		TERM. CAB #2
BKR CONT CKT-CC	#10	7/C	42CC		TERM. CAB #2
BKR CONT SPARE	#10	7/C	42SPARE1		TERM. CAB #2
AC POWER	#8	3-1/C	42AC		TERM. CAB #2
DC POWER CC, TC & RELAYS	#10	2/C	42DC1		TERM. CAB #2
CC POWER SPARE	#10	2/C	42DCSP		TERM. CAB #2

NOTE:

EXACT LOCATION OR WIRING TERMINATIONS WILL BE PROVIDED BY SVP WHEN EQUIPMENT SHOP DRAWINGS BECOME AVAILABLE.

MGH engineers, inc.
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santa clara, ca 95054
(408) 986-8558
FAX (408) 986-9627

PROJECT NO. 12200-04

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

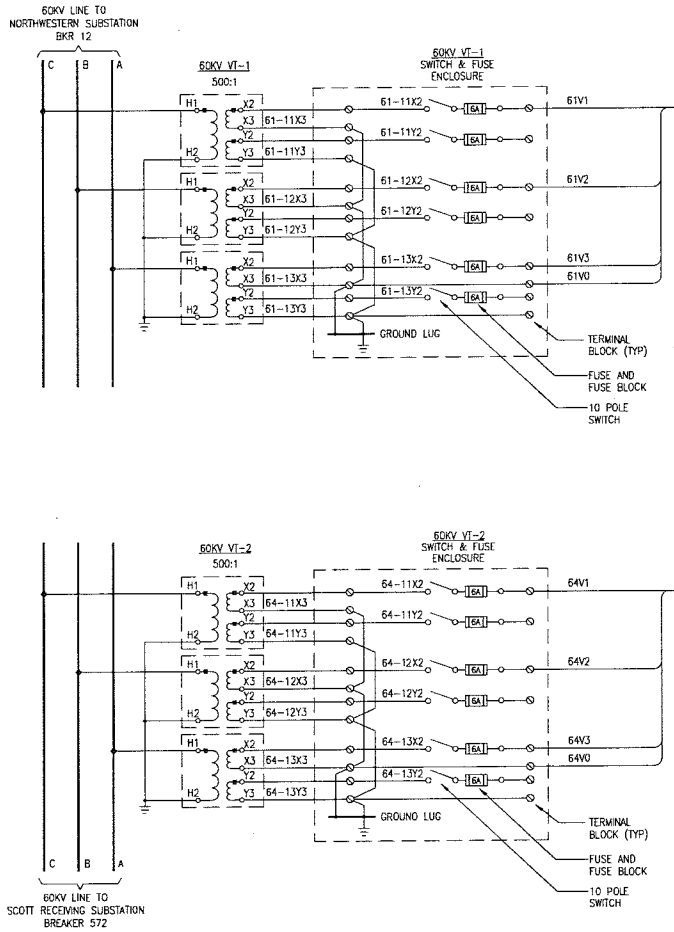
DESIGNED BY: JCH
APPROVED BY: JCH

FAIRVIEW SUBSTATION

EXTERNAL CONNECTIONS
60KV BREAKER 42

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: VN
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER: FV-E-D-X-148
REV: A



FUNCTION	COND. SIZE	No. OF COND.	CKT. No.	DWG. No.	TO DESTINATION
60KV VT-1	#10	4/C	61VT1		TERM. CAB #1
60KV VT-2	#10	4/C	64VT2		TERM. CAB #2

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

engineers, inc.
3350 scott blvd., bldg. 11
santa clara, ca 95054
(408) 986-8558
FAX (408) 986-9627

PROJECT NO. 12200-04

FAIRVIEW SUBSTATION
EXTERNAL CONNECTIONS
60KV VT-1 AND 60KV VT-2
SWITCH AND FUSE ENCLOSURE

DRAWN BY: VM
SCALE: AS NOTED
DATE: 04/22/13
MAP #: NONE
SH OF

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER FV-E-D-X-149
REV A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-D-X-149.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xref: FV-BORDER-CP

CIRCUIT SCHEDULE

CIRCUIT NO.	CABLE SIZE	FROM	TO	ROUTING	COMMENT
12AC	3-1/C, #8	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C73	AC POWER
12DC1	2-1/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C73	DC CONTROL POWER, CLOSING COIL, TRIP COILS & RELAYS
12DCSP	2-1/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C73	SPARE
12CC	7/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C73	BREAKER CLOSING CONTROL
12TC1	7/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C73	BREAKER TRIP CONTROL (TRIP COIL 1)
12TC2	7/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C73	BREAKER TRIP CONTROL (TRIP COIL 2)
12SPARE1	7/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C74	SPARE
12AP1	4/C, #12	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C74	BREAKER LOW SF6 & BLOCK TRIP/CLOSE ALARMS
12AP2	4/C, #12	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C74	BREAKER EMERG MECH TRIP ALARM
12I1	7/C, #12	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C74	BREAKER STATUS TO 87LM1/2-12
12I2	7/C, #12	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C74	BREAKER STATUS TO 87TM-1/87T-1
12CT87LM1	4/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C75	LINE PROTECTION CT'S, PRIMARY RELAYING
12CT87LM2	4/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C75	LINE PROTECTION CT'S, BACKUP RELAYING
12CT87TM-1	4/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	C01, PB#1, C25, PB#3, TR#1, C75	PRIMARY BUS & XFMR T1 DIFFERENTIAL RELAY
12CT87T-1	4/C, #10	TERM. CAB #1	BKR 12 CNTL CAB	CD1, PB#1, C25, PB#3, TR#1, C75	BACKUP BUS & XFMR T1 DIFFERENTIAL RELAY
22AC	3-1/C, #8	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C77	AC POWER
22DC1	2/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C77	DC CONTROL POWER, CLOSING COIL, TRIP COILS & RELAYS
22DCSP	2/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C77	SPARE
22CC	7/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C77	BREAKER CLOSING CONTROL
22TC1	7/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C77	BREAKER TRIP CONTROL (TRIP COIL 1)
22TC2	7/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C77	BREAKER TRIP CONTROL (TRIP COIL 2)
22SPARE1	7/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C78	SPARE
22AP1	4/C, #12	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C78	BREAKER LOW SF6 & BLOCK TRIP/CLOSE ALARMS
22AP2	4/C, #12	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C78	BREAKER EMERG MECH TRIP ALARM
22I1	7/C, #12	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C78	BREAKER STATUS TO 87TM-1/87T-1
22I2	7/C, #12	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C78	BREAKER STATUS TO 87TM-2/87T-2
22I3	4/C, #12	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C78	BREAKER STATUS TO 2411-1
22CT87TM1	4/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C79	PRIMARY BUS & XFMR T1 DIFFERENTIAL RELAY
22CT87T1	4/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C79	BACKUP BUS & XFMR T1 DIFFERENTIAL RELAY
22CT87TM2	4/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C79	PRIMARY BUS & XFMR T2 DIFFERENTIAL RELAY
22CT87T2	4/C, #10	TERM. CAB #2	BKR 22 CNTL CAB	C11, PB#2, C21, PB#1, C26, PB#3, TR#1, C79	BACKUP BUS & XFMR T2 DIFFERENTIAL RELAY
32AC	3-1/C, #8	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CBD	AC POWER
32DC1	2/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CBD	DC CONTROL POWER, CLOSING COIL, TRIP COILS & RELAYS
32DCSP	2/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CBD	SPARE
32CC	7/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CBD	BREAKER CLOSING CONTROL
32TC1	7/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CBD	BREAKER TRIP CONTROL (TRIP COIL 1)
32TC2	7/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CBD	BREAKER TRIP CONTROL (TRIP COIL 2)
32SPARE1	7/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB1	SPARE
32AP1	4/C, #12	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB1	BREAKER LOW SF6 & BLOCK TRIP/CLOSE ALARMS
32AP2	4/C, #12	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB1	BREAKER EMERG MECH TRIP ALARM
32I1	7/C, #12	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB1	BREAKER STATUS TO 87TM-2/87T-2
32I2	7/C, #12	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB1	BREAKER STATUS TO 87TM-3/87T-3
32I3	4/C, #12	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB1	BREAKER STATUS TO 2411-2
32CT87TM2	4/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB2	PRIMARY BUS & XFMR T2 DIFFERENTIAL RELAY
32CT87T2	4/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB2	BACKUP BUS & XFMR T2 DIFFERENTIAL RELAY
32CT87TM3	4/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB2	PRIMARY BUS & XFMR T3 DIFFERENTIAL RELAY
32CT87T3	4/C, #10	TERM. CAB #2	BKR 32 CNTL CAB	C12, PB#2, C35, PB#4, TR#1, CB2	BACKUP BUS & XFMR T3 DIFFERENTIAL RELAY
42AC	3-1/C, #8	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB4	AC POWER
42DC1	2/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB4	DC CONTROL POWER, CLOSING COIL, TRIP COILS & RELAYS
42DCSP	2/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB4	SPARE
42CC	7/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB4	BREAKER CLOSING CONTROL
42TC1	7/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB4	BREAKER TRIP CONTROL (TRIP COIL 1)
42TC2	7/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB4	BREAKER TRIP CONTROL (TRIP COIL 2)
42SPARE1	7/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB5	SPARE
42AP1	4/C, #12	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB5	BREAKER LOW SF6 & BLOCK TRIP/CLOSE ALARMS
42AP2	4/C, #12	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB5	BREAKER EMERG MECH TRIP ALARM
42I1	7/C, #12	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB5	BREAKER STATUS TO 87LM1/2-42
42I2	7/C, #12	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB5	BREAKER STATUS TO 87TM-3/87T-3
42CT87LM1	4/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB6	LINE PROTECTION CT'S, PRIMARY RELAYING
42CT87LM2	4/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB6	LINE PROTECTION CT'S, BACKUP RELAYING
42CT87TM-3	4/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB6	PRIMARY BUS & XFMR T3 DIFFERENTIAL RELAY
42CT87T-3	4/C, #10	TERM. CAB #2	BKR 42 CNTL CAB	C13, PB#2, C36, PB#4, TR#1, CB6	BACKUP BUS & XFMR T3 DIFFERENTIAL RELAY

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

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APPROVED BY: JCH

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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

CIRCUIT SCHEDULE
SHEET 1 OF 3

DRAWN BY: VM
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH 1 OF1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER FV-E-0-X-154
REV A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-154.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:00 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 Inches)
Xrefs: FV-BORDER-CP

CIRCUIT SCHEDULE

CIRCUIT NO.	CABLE SIZE	FROM	TO	ROUTING	COMMENT
T1AC	4-1/C, #4	XFMR T1 CNTL CAB	PANEL ACPD-1	C87, TR#2, C1D2	AC POWER
T1DC	2/C, #10	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C87	DC POWER
T1DCSP	2/C, #10	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C87	SPARE
T163X	2-1/C, #1D	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C87	T1 SUDDEN PRESSURE
T1SPARE1	7/C, #10	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C87	SPARE
T1AL	4/C, #12	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C88	XFMR T1 DYN/BECK FAIL
T1CTPDM	4/C, #10	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C88	XFMR T1 METERING CT's
T1CTSP1	4/C, #10	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C88	XFMR T1 CT 1,2,3
T1CTSP2	4/C, #10	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C88	XFMR T1 CT 7,8,9
T1CTSP3	4/C, #10	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C88	SPARE
T1VT1	4/C, #10	TERM. CAB #1	XFMR T1 CNTL CAB	CD2, PB#1, C27, PB#3, C45, PB#5, TR#2, C89	XFMR T1 12KV PDTENTIAL
T1VT1-S	4/C, #10	XFMR T1 CNTL CAB	PULLBOX #5	C89, TR#2, PB#5	XFMR T1 12KV PDTENTIAL
T2AC	4-1/C, #4	XFMR T2 CNTL CAB	PANEL ACDP-2	C92, TR#2, C1D3	AC POWER
T2DC	2/C, #10	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C92	DC POWER
T2DCSP	2/C, #10	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C92	SPARE
T263X	2-1/C, #1D	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C92	T2 SUDDEN PRESSURE
T2SPARE1	7/C, #10	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C92	SPARE
T2AL	4/C, #12	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C93	XFMR T2 DYN/BECK FAIL
T2CTPDM	4/C, #10	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C93	XFMR T2 METERING CT's
T2CTSP1	4/C, #10	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C93	XFMR T2 CT 1,2,3
T2CTSP2	4/C, #10	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C93	XFMR T2 CT 7,8,9
T2CTSP3	4/C, #10	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C93	SPARE
T2VT2	4/C, #10	TERM. CAB #1	XFMR T2 CNTL CAB	CD5, PB#1, C27, PB#3, C45, PB#5, TR#2, C94	XFMR T2 12KV POTENTIAL
T2VT2-S	4/C, #10	XFMR T2 CNTL CAB	PULLBOX #5	C94, TR#2, PB#5	XFMR T2 12KV POTENTIAL
T3AC	4-1/C, #4	XFMR T3 CNTL CAB	PANEL ACDP-3	C97, TR#2, C1D4	AC PDWER
T3DC	2/C, #10	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C97	DC PDWER
T3DCSP	2/C, #10	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C97	SPARE
T363X	2-1/C, #1D	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C97	T3 SUDDEN PRESSURE
T3SPARE1	7/C, #10	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C97	SPARE
T3AL	4/C, #12	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C98	XFMR T3 DYN/BECK FAIL
T3CTPDM	4/C, #10	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C98	XFMR T3 METERING CT's ← FUT. (N.I.C.)
T3CTSP1	4/C, #10	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C98	XFMR T3 CT 1,2,3
T3CTSP2	4/C, #10	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C98	XFMR T3 CT 7,8,9
T3CTSP3	4/C, #10	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C98	SPARE
T3VT3	4/C, #10	TERM. CAB #2	XFMR T3 CNTL CAB	C14, PB#2, C37, PB#4, C53, PB#6, TR#2, C99	XFMR T3 12KV PDTENTIAL
T3VT3-S	4/C, #10	XFMR T3 CNTL CAB	PULLBDX #6	C99, TR#2, PB#6	XFMR T3 12KV PDTENTIAL
61VT1	4/C, #10	TERM. CAB #1	VT-1 SW & FUSE ENCL.	CD1, PB#1, C25, PB#3, TR#1, C76	6DKV VT-1 RELAYING PDTENTIAL
64VT2	4/C, #10	TERM. CAB #2	VT-2 SW & FUSE ENCL.	C13, PB#2, C36, PB#4, TR#1, CB3	6DKV VT-2 RELAYING PDTENTIAL
AFD-IB1-T	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD3, PB#1, C28, PB#2, C46, PB#5, C61	AFD-IB1 TRIP TD 86T1
AFD-IB2-T	4/C, #10	TERM. CAB #1	SWGR TERM. CAB #1	CD6, PB#1, C28, PB#2, C46, PB#5, C61	AFD-IB2 TRIP TD 86T2
AFD-IB3-T	4/C, #10	TERM. CAB #2	SWGR TERM. CAB #2	C15, PB#2, C38, PB#4, C54, PB#6, C67	AFD-IB3 TRIP TD 86T3 } FUT. (N.I.C.)
ACPC1-43	4/C, #10	TERM. CAB #1	DIL/WATER SEP. PUMP CONTRDL CAB.	CD8, PB#1, C33, PB#3, C51, PB#5, TR#2, C145	AC PDWER TO SUMP CDNTRDL CABINET
DWSP-1	4/C, #12	TERM. CAB #1	DIL/WATER SEP. PUMP CDNTRDL CAB.	CD8, PB#1, C33, PB#3, C51, PB#5, TR#2, C145	SUMP PUMP ALARM
DWSPAC	SIZED BY PUMP MFR	DIL/WATER SEP. PUMP CDNTRDL CAB.	DIL/WATER SEP. VAULT	C146	SUMP PUMP PDWER CABLES, PRE-MANUFACTURED CABLE FURNISHED BY PUMP MANUFACTURER.
DWSPPRB	SIZED BY PUMP MFR	DIL/WATER SEP. PUMP CDNTRDL CAB.	DIL/WATER SEP. VAULT	C146	DIL PROBE CABLES, PRE-MANUFACTURED CABLE FURNISHED BY PUMP MANUFACTURER.
DWSPFS1	SIZED BY PUMP MFR	OIL/WATER SEP. PUMP CDNTROL CAB.	DIL/WATER SEP. VAULT	C146	FLOAT SWITCH 1 CABLES, PRE-MANUFACTURED CABLE FURNISHED BY PUMP MANUFACTURER.
DWSPFS2	SIZED BY PUMP MFR	DIL/WATER SEP. PUMP CDNTRDL CAB.	DIL/WATER SEP. VAULT	C146	FLOAT SWITCH 2 CABLES, PRE-MANUFACTURED CABLE FURNISHED BY PUMP MANUFACTURER.
FAI-S1-DCPX	2/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD3, PB#1, C28, PB#2, C46, PB#5, C61	BACKUP DC PDWER TO ETHERNET SW FAI-S1
FAI-S2-DCPX	2/C, #10	TERM. CAB #1	SWGR TERM. CAB #1	CD6, PB#1, C28, PB#2, C46, PB#5, C61	BACKUP DC PDWER TD ETHERNET SW FAI-S2
FAI-S3-DCPX	2/C, #1D	TERM. CAB #2	SWGR TERM. CAB #2	C15, PB#2, C38, PB#4, C54, PB#6, C67	BACKUP DC PDWER TD ETHERNET SW FAI-S3 } FUT. (N.I.C.)
RM1-100-BFT	4/C, #10	TERM. CAB #1	SWGR TERM. CAB #1	CD3, PB#1, C3D, PB#3, C48, PB#5, C63	RM1-1DD-BFT TD B6T1
RM2-100-BFT	4/C, #10	TERM. CAB #1	SWGR TERM. CAB #1	CD3, PB#1, C3D, PB#3, C48, PB#5, C63	RM2-1DD-BFT TD B6T1
RM1-200-BFT	4/C, #10	TERM. CAB #1	SWGR TERM. CAB #1	CD6, PB#1, C3D, PB#3, C48, PB#5, C63	RM1-2DD-BFT TD B6T2
RM2-200-BFT	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD6, PB#1, C3D, PB#3, C48, PB#5, C63	RM2-2DD-BFT TO B6T2
RM1-300-BFT	4/C, #1D	TERM. CAB #2	SWGR TERM. CAB #2	C15, PB#2, C38, PB#4, C55, PB#6, C67	RM1-3DD-BFT TD B6T3 } FUT. (N.I.C.)
RM2-300-BFT	4/C, #10	TERM. CAB #2	SWGR TERM. CAB #2	C15, PB#2, C38, PB#4, C55, PB#6, C67	RM2-3DD-BFT TD B6T3
1DD-1-CT1	4/C, #10	TERM. CAB #1	SWGR TERM. CAB #1	CD3, PB#1, C3D, PB#3, C48, PB#5, C63	CT INPUT TO B7TM-1
1DD-1-CT2	4/C, #10	TERM. CAB #1	SWGR TERM. CAB #1	CD3, PB#1, C3D, PB#3, C48, PB#5, C63	CT INPUT TO B7T-1
1DD-2-CT7	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD3, PB#1, C3D, PB#3, C48, PB#5, C63	CT INPUT TD B7T-1
1DD-2-CT8	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD3, PB#1, C3D, PB#3, C48, PB#5, C63	CT INPUT TD B7TM-1
2DD-1-CT1	4/C, #10	TERM. CAB #1	SWGR TERM. CAB #1	CD6, PB#1, C3D, PB#3, C48, PB#5, C63	CT INPUT TD B7TM-2
2DD-1-CT2	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD6, PB#1, C3D, PB#3, C48, PB#5, C63	CT INPUT TO B7T-2
2DD-2-CT7	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD6, PB#1, C3D, PB#3, C48, PB#5, C63	CT INPUT TD B7T-2
2DD-2-CT8	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD6, PB#1, C3D, PB#3, C48, PB#5, C63	CT INPUT TD B7TM-2
3DD-1-CT1	4/C, #10	TERM. CAB #2	SWGR TERM. CAB #2	C15, PB#2, C38, PB#4, C55, PB#6, C67	CT INPUT TD B7TM-3
3DD-1-CT2	4/C, #10	TERM. CAB #2	SWGR TERM. CAB #2	C15, PB#2, C38, PB#4, C55, PB#6, C67	CT INPUT TO B7T-3 } FUT. (N.I.C.)
3DD-2-CT7	4/C, #10	TERM. CAB #2	SWGR TERM. CAB #2	C15, PB#2, C38, PB#4, C55, PB#6, C67	CT INPUT TD B7T-3
3DD-2-CT8	4/C, #1D	TERM. CAB #2	SWGR TERM. CAB #2	C15, PB#2, C38, PB#4, C55, PB#6, C67	CT INPUT TD B7TM-3

CIRCUIT SCHEDULE

CIRCUIT NO.	CABLE SIZE	FROM	TO	ROUTING	COMMENT
1DDI1	4/C, #12	TERM. CAB #1	SWGR TERM. CAB #1	CD4, PB#1, C29, PB#3, C47, PB#5, C62	8KR STATUS TD 87TM-1/87T-1
1DDI2	4/C, #12	TERM. CAB #1	SWGR TERM. CAB #1	C04, PB#1, C29, PB#3, C47, PB#5, C62	BKR STATUS TD 87TM-1/87T-1
1DDSPARE	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD4, PB#1, C29, PB#3, C47, PB#5, C62	SPARE
2DDI1	4/C, #12	TERM. CAB #1	SWGR TERM. CAB #1	CD7, PB#1, C29, PB#3, C47, PB#5, C62	8KR STATUS TO 87TM-2/87T-2
2DDI2	4/C, #12	TERM. CAB #1	SWGR TERM. CAB #1	CD7, PB#1, C29, PB#3, C47, PB#5, C62	BKR STATUS TD 87TM-2/87T-2
2DDSPARE	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD7, PB#1, C29, PB#3, C47, PB#5, C62	SPARE
3DDI1	4/C, #12	TERM. CAB #2	SWGR TERM. CAB #2	C16, PB#2, C39, PB#4, C55, PB#6, C68	BKR STATUS TD 87TM-3/87T-3 } FUT. (N.I.C.)
3DDI2	4/C, #12	TERM. CAB #2	SWGR TERM. CAB #2	C16, PB#2, C39, PB#4, C55, PB#6, C68	BKR STATUS TD 87TM-3/87T-3
3DDSPARE	4/C, #1D	TERM. CAB #2	SWGR TERM. CAB #2	C16, PB#2, C39, PB#4, C55, PB#6, C68	SPARE
86T1-AFD-IB1	4/C, #12	TERM. CAB #1	SWGR TERM. CAB #1	CD4, PB#1, C29, PB#3, C47, PB#5, C64	B6T1 STATUS TD AFD-IB1
86T2-AFD-IB2	4/C, #12	TERM. CAB #2	SWGR TERM. CAB #1	CD7, PB#1, C29, PB#3, C47, PB#5, C64	86T2 STATUS TD AFD-IB2
86T3-AFD-IB3	4/C, #12	TERM. CAB #3	SWGR TERM. CAB #2	C16, PB#2, C39, PB#4, C55, PB#6, C68	86T3 STATUS TD AFD-IB3 } FUT. (N.I.C.)
86T1-TRC-100-1	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD4, PB#1, C29, PB#3, C47, PB#5, C64	B6T1 TRIP/BLDCK/CLOSE
86T1-TRC-100-2	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD4, PB#1, C29, PB#3, C47, PB#5, C64	86T1 TRIP/BLDCK/CLOSE
86T2-TRC-200-1	4/C, #1D	TERM. CAB #2	SWGR TERM. CAB #1	CD7, PB#1, C29, PB#3, C47, PB#5, C64	86T2 TRIP/BLDCK/CLOSE
86T2-TRC-200-2	4/C, #1D	TERM. CAB #2	SWGR TERM. CAB #1	CD7, PB#1, C29, PB#3, C47, PB#5, C64	86T2 TRIP/BLDCK/CLOSE
86T3-TRC-300-1	4/C, #1D	TERM. CAB #3	SWGR TERM. CAB #2	C16, PB#2, C39, PB#4, C55, PB#6, C68	86T3 TRIP/BLDCK/CLOSE
86T3-TRC-300-2	4/C, #1D	TERM. CAB #3	SWGR TERM. CAB #2	C16, PB#2, C39, PB#4, C55, PB#6, C68	86T3 TRIP/BLDCK/CLOSE
B7TM1-BFT	4/C, #1D	TERM. CAB #1	SWGR TERM. CAB #1	CD4, PB#1, C29, PB#3, C47, PB#5, C64	B7TM1-BFT TD B6B-D & B6B-E
B7TM2-BFT	4/C, #1D	TERM. CAB #2	SWGR TERM. CAB #1	CD7, PB#1, C29, PB#3, C47, PB#5, C64	B7TM2-BFT TD B6B-F & B6B-G
B7TM3-BFT	4/C, #1D	TERM. CAB #3	SWGR TERM. CAB #2	C16, PB#2, C39, PB#4, C55, PB#6, C68	B7TM3-BFT TO B6B-H & B6B-J } FUT. (N.I.C.)
CDMM1	CAT6	COMM. CAB	XFMR T1 CNTL CAB	C1D, PB#1, C32, PB#3, C45, PB#5, C91	T1 DYN ETHERNET CDMM
CDMM2	CAT6	COMM. CAB	XFMR T2 CNTL CAB	C91, XFMR T1 CNTL CAB, C96	T1 DYN ETHERNET CDMM
CDMM3	CAT6	CDMM. CAB	XFMR T3 CNTL CAB	C91, XFMR T1 CNTL CAB, C96, XFMR T2 CNTL CAB, C1D1	T1 DYN ETHERNET CDMM } FUT. (N.I.C.)
ACPC1	4-1/C #1/D	PANEL "ACDP-1"	PANEL "ACP-C1"	C119, PB#7, C126, PB#8, C134, PB#9, C137	FEEDER TD PANEL "ACP-S1"
ACPC2	4-1/C #1/D	PANEL "ACDP-2"	PANEL "ACP-C2"	C12D, PB#7, C127, PB#8, C135, PB#9, C138	FEEDER TD PANEL "ACP-S2"
ACPS1	4-1/C #1/D	PANEL "ACDP-1"	PANEL "ACP-S1"	C111	FEEDER TO PANEL "ACP-S1"
ACPS2	4-1/C #1/D	PANEL "ACDP-2"	PANEL "ACP-S2"	C112	FEEDER TO PANEL "ACP-S2"
ACPS3	4-1/C #1/D	PANEL "ACDP-3"	PANEL "ACP-S3"	C113	FEEDER TO PANEL "ACP-S3"
LPS	4-1/C #1/D	PANEL "ACP-S2"	PANEL "LP-S"	C144	FEEDER TD PANEL "LP-S"
DCPS1	2-1/C #2/D	PANEL "DCPM"	PANEL "DCP-S1"	C114, PB#7, C121, PB#8, C129, PB#9, C139	FEEDER TO PANEL "DCP-S1"
DCPS2	2-1/C #2/D	PANEL "DCPM"	PANEL "DCP-S2"	C115, PB#7, C122, PB#8, C13D, PB#9, C14D	FEEDER TD PANEL "DCP-S2"
DCPS3	2-1/C #2/D	PANEL "DCPM"	PANEL "DCP-S3"	C116, PB#7, C123, PB#8, C131, PB#9, C141	FEEDER TO PANEL "DCP-S3"
DCPS12	2-1/C #2/D	PANEL "DCPM"	PANEL "DCP-S12"	C117, PB#7, C124, PB#8, C132, PB#9, C142	FEEDER TD PANEL "DCP-S12"
DCPS23	2-1/C #2/D	PANEL "DCPM"	PANEL "DCP-S23"	C11B, PB#7, C125, PB#8, C133, PB#9, C143	FEEDER TD PANEL "DCP-S23"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JOH
APPROVED BY: JOH

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PROJECT NO. 1220D-04

FAIRVIEW SUBSTATION

CIRCUIT SCHEDULE
SHEET 2 OF 3

DRAWN BY: W
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-D-X-155
REV: A

File: M:\1220D-04_Fairview Substa\Fairview Construction Drawings\FV-E-D-X-155.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: FV-BORDER-D

CIRCUIT SCHEDULE

CIRCUIT NO.	CABLE SIZE	FROM	TO	ROUTING	COMMENT
SWGXLTG	2-1/C, #10	TERM. CAB #1	SWGR TERM. CAB #1	CD8, PB#1, C28, PB#3, C46, PB#5, C61	SWGR ENCLOSURE EXTERIOR LIGHTING
LP-02D4	2-1/C, #8	TERM. CAB #1	LT-35, LT-36, LT-33, LT-34, LT-31, LT-32, LT-30	CD8, PB#1, C33, PB#3, TR#1, C181, C183, C184, C187, C186	SUBSTATION YARD MAINTENANCE/EMERGENCY LIGHTING
LP-06D8	2-1/C, #8	TERM. CAB #1	LT-17, LT-18, LT-19, LT-15, LT-16	CD8, PB#1, C33, PB#3, C51, PB#5, C159, C160, C158, C157	SUBSTATION YARD MAINTENANCE/EMERGENCY LIGHTING
LP-1012	2-1/C, #8	TERM. CAB #1	LT-20, LT-21, LT-23, LT-24, LT-22	CD8, PB#1, C33, PB#3, C51, PB#5, TR#2, C161, C162, C163, C164	SUBSTATION YARD MAINTENANCE/EMERGENCY LIGHTING
LP-1416	2-1/C, #8	TERM. CAB #1	LT-25, LT-26, LT-28, LT-29, LT-27	C18, PB#2, C4D, PB#4, C59, PB#6, TR#2, C165, C166, C167, C168	SUBSTATION YARD MAINTENANCE/EMERGENCY LIGHTING
LP-1820	2-1/C, #8	TERM. CAB #1	LT-37, LT-38, LT-39, LT-40, LT-42, LT-41	C18, PB#2, C4D, PB#4, TR#1, C179, C176, C177, C173, C175	SUBSTATION YARD MAINTENANCE/EMERGENCY LIGHTING
LP-2628A	2-1/C, #8	TERM. CAB #1	LT-2, LT-3, LS-1, LS-2, LS-3, LS-4	CD8, PB#1, C33, PB#3, C51, PB#5, TR#2, C163, C167, C150, C151, C152, C153	SUBSTATION YARD SECURITY LIGHTING
LP-2628B	2-1/C, #8	TERM. CAB #1	LT-1, LS-7, LS-6, LS-5	CD8, PB#1, C33, PB#3, C51, PB#5, TR#2, C159, C156, C155	SUBSTATION YARD SECURITY LIGHTING
LP-3032A	2-1/C, #8	TERM. CAB #1	LT-4, LT-5, LT-6, LS-8, LS-9	CD8, PB#1, C33, PB#3, C182, TR#1, C185, C188, C189, C190	SUBSTATION YARD SECURITY LIGHTING
LP-3032B	2-1/C, #8	TERM. CAB #1	LT-7, LT-8, LS-12, LS-11, LS-10	CD8, PB#1, C33, PB#3, TR#1, C184, C183, C193, C192, C191	SUBSTATION YARD SECURITY LIGHTING
LP-3436A	2-1/C, #8	TERM. CAB #1	LT-9, LT-10, LT-11, LT-12, LS-16	C18, PB#2, C4D, PB#4, TR#1, C179, C180, C178, C174, C169	SUBSTATION YARD SECURITY LIGHTING
LP-3436B	2-1/C, #8	TERM. CAB #1	LT-13, LT-14, LS-15, LS-14, LS-13	C18, PB#2, C40, PB#4, TR#1, C173, C175, C170, C171, C172	SUBSTATION YARD SECURITY LIGHTING

CIRCUIT SCHEDULE

CIRCUIT NO.	CABLE SIZE	FROM	TO	ROUTING	COMMENT

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

CIRCUIT SCHEDULE
SHEET 3 OF 3

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: VM
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER FV-E-D-X-156
REV A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-D-X-156.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, Plot(Date: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: FV-BORDER-CS

CONDUIT SCHEDULE

CONDUIT NO.	SIZE	TYPE	FROM	TO	CONTAINS CIRCUIT	COMMENTS
C01	4"	PVC	TERM. CAB #1	PULLBOX #1	12AC, 12DC1, 12DCSP, 12CC, 12TC1, 12TC2, 12SPARE1, 12AP1, 12AP2, 12I1, 12I2, 12CT87LM1, 12CT87LM2, 12CT87TM-1, 12CT87T-1, 61VT1	
C02	4"	PVC	TERM. CAB #1	PULLBOX #1	T1DC, T1DCSP, T163X, T1SPARE1, T1AL, T1CTPQM, T1CTSP1, T1CTSP2, T1CTSP3, T1VT1	
C03	4"	PVC	TERM. CAB #1	PULLBOX #1	AFD-IB1-T, FAI-S1-DCPX, RM1-1DD-BFT, RM2-1DD-BFT, 1DD-1-CT1, 1DD-1-CT2, 1DD-2-CT7, 1DD-2-CT8, SWGR-FA	
C04	4"	PVC	TERM. CAB #1	PULLBOX #1	1DD11, 1DD12, 1DDSPARE, 86T1-AFD-IB1, 86T1-TBC-1DD-1, 86T1-TBC-1DD-2, 87TM1-BFT	
C05	4"	PVC	TERM. CAB #1	PULLBOX #1	T2DC, T2DCSP, T263X, T2SPARE1, T2AL, T2CTPQM, T2CTSP1, T2CTSP2, T2CTSP3, T2VT2	
C06	4"	PVC	TERM. CAB #1	PULLBOX #1	AFD-IB2-T, FAI-S2-DCPX, RM1-2DD-BFT, RM2-2DD-BFT, 2DD-1-CT1, 2DD-1-CT2, 2DD-2-CT7, 2DD-2-CT8	
C07	4"	PVC	TERM. CAB #1	PULLBOX #1	2DD11, 2DD12, 2DDSPARE, 86T2-AFD-IB2, 86T2-TBC-2DD-1, 86T2-TBC-2DD-2, 87TM2-BFT	
C08	4"	PVC	TERM. CAB #1	PULLBOX #1	ACPC1-43, OWSP-1, SWGRXLTG, SWGR-FA LP2426A, LP2426B, LP3032A, LP3032B, LP0204, LP0608, LP1012	
C09	4"	PVC	TERM. CAB #1	PULLBOX #1	FO-MTC1	
C10	4"	PVC	TERM. CAB #1	PULLBOX #1	COMM1, COMM2, COMM3	
C11	4"	PVC	TERM. CAB #2	PULLBOX #2	22AC, 22DC1, 22DCSP, 22CC, 22TC1, 22TC2, 22SPARE1, 22AP1, 22AP2, 22I1, 22I2, 22I3, 22CT87TM-2, 22CT87T-2, 22CT87TM-1, 22CT87T-1,	
C12	4"	PVC	TERM. CAB #2	PULLBOX #2	32AC, 32DC1, 32DCSP, 32CC, 32TC1, 32TC2, 32SPARE1, 32AP1, 32AP2, 32I1, 32I2, 32I3, 32CT87TM-2, 32CT87T-2, 32CT87TM-3, 32CT87T-3,	
C13	4"	PVC	TERM. CAB #2	PULLBOX #2	42AC, 42DC1, 42DCSP, 42CC, 42TC1, 42TC2, 42SPARE1, 42AP1, 42AP2, 42I1, 42I2, 42CT87TM-3, 32CT87T-3, 42CT87LM1, 42CT87LM2, 64VT2,	
C14	4"	PVC	TERM. CAB #2	PULLBOX #2		SPARE
C15	4"	PVC	TERM. CAB #2	PULLBOX #2		SPARE
C16	4"	PVC	TERM. CAB #2	PULLBOX #2		SPARE
C17	4"	PVC	TERM. CAB #2	PULLBOX #2		SPARE
C18	4"	PVC	TERM. CAB #2	PULLBOX #2	LP3436A, LP3436B, LP1416, LP1820	
C19	4"	PVC	TERM. CAB #2	PULLBOX #2	FO-MTC2	
C20	4"	PVC	TERM. CAB #2	PULLBOX #2		SPARE
C21	4"	PVC	PULLBOX #1	PULLBOX #2	22AC, 22DC1, 22DCSP, 22CC, 22TC1, 22TC2, 22SPARE1, 22AP1, 22AP2, 22I1, 22I2, 22I3, 22CT87TM-2, 22CT87T-2, 22CT87TM-1, 22CT87T-1,	
C22	4"	PVC	PULLBOX #1	PULLBOX #2		SPARE
C23	4"	PVC	PULLBOX #1	PULLBOX #2		SPARE
C24	4"	PVC	PULLBOX #1	PULLBOX #2		SPARE
C25	4"	PVC	PULLBOX #1	PULLBOX #3	12AC, 12DC1, 12DCSP, 12CC, 12TC1, 12TC2, 12SPARE1, 12AP1, 12AP2, 12I1, 12I2, 12CT87LM1, 12CT87LM2, 12CT87TM-1, 12CT87T-1, 61VT1	
C26	4"	PVC	PULLBOX #1	PULLBOX #3	22AC, 22DC1, 22DCSP, 22CC, 22TC1, 22TC2, 22SPARE1, 22AP1, 22AP2, 22I1, 22I2, 22I3, 22CT87TM-2, 22CT87T-2, 22CT87TM-1, 22CT87T-1,	
C27	4"	PVC	PULLBOX #1	PULLBOX #3	T1DC, T1DCSP, T163X, T1AL, T1CTPQM, T1CTSP1, T1CTSP2, T1CTSP3, T1VT1, T2DC, T2DCSP, T263X, T2AL, T2CTPQM, T2CTSP1, T2CTSP2, T2CTSP3, T2VT2	
C28	4"	PVC	PULLBOX #1	PULLBOX #3	AFD-IB1-T, AFD-IB2-T, SWGXLTG, FAI-S1-DCPX, FAI-S2-DCPX, SWGR-FA	
C29	4"	PVC	PULLBOX #1	PULLBOX #3	1DD11, 1DD12, 1DDSPARE, 2DD11, 2DD12, 2DDSPARE, 86T1-TBC-1DD-1, 86T1-TBC-1DD-2	

CONDUIT SCHEDULE

CONDUIT NO.	SIZE	TYPE	FROM	TO	CONTAINS CIRCUIT	COMMENTS
C30	4"	PVC	PULLBOX #1	PULLBOX #3	RM1-1DD-BFT, RM2-1DD-BFT, RM1-2DD-BFT, RM2-2DD-BFT, 1DD-1-CT1, 1DD-1-CT2, 1DD-2-CT7, 1DD-2-CT8, 2DD-1-CT1, 2DD-1-CT2, 2DD-2-CT7, 2DD-2-CT8	
C31	4"	PVC	PULLBOX #1	PULLBOX #3	86T1-AFD-IB1, 86T2-AFD-IB2, 86T2-TBC-2DD-1, 86T2-TBC-2DD-2, 87TM1-BFT, 87TM2-BFT	
C32	4"	PVC	PULLBOX #1	PULLBOX #3	FO-MTC1, COMM1, COMM2, COMM3	
C33	4"	PVC	PULLBOX #1	PULLBOX #3	ACPC1-43, OWSP-1, LP2426A, LP2426B, LP3032A, LP3032B, LP0204, LP0608, LP1012	
C34	4"	PVC	PULLBOX #1	PULLBOX #3		SPARE
C35	4"	PVC	PULLBOX #2	PULLBOX #4	32AC, 32DC1, 32DCSP, 32CC, 32TC1, 32TC2, 32SPARE1, 32AP1, 32AP2, 32I1, 32I2, 32I3, 32CT87TM-2, 32CT87T-2, 32CT67TM-3, 32CT87T-3,	
C36	4"	PVC	PULLBOX #2	PULLBOX #4	42AC, 42DC1, 42DCSP, 42CC, 42TC1, 42TC2, 42SPARE1, 42AP1, 42AP2, 42I1, 42I2, 42CT87TM-3, 32CT87T-3, 42CT87LM1, 42CT87LM2, 64VT2,	
C37	4"	PVC	PULLBOX #2	PULLBOX #4		SPARE
C38	4"	PVC	PULLBOX #2	PULLBOX #4		SPARE
C39	4"	PVC	PULLBOX #2	PULLBOX #4		SPARE
C40	4"	PVC	PULLBOX #2	PULLBOX #4	LP3436A, LP3436B, LP1416, LP1820	
C41	4"	PVC	PULLBOX #2	PULLBOX #4	FO-MTC2	
C42	4"	PVC	PULLBOX #2	PULLBOX #4		SPARE
C43	4"	PVC	PULLBOX #2	PULLBOX #4		SPARE
C44	4"	PVC	PULLBOX #2	PULLBOX #4		SPARE
C45	4"	PVC	PULLBOX #3	PULLBOX #5	T1DC, T1DCSP, T163X, T1AL, T1CTPQM, T1CTSP1, T1CTSP2, T1CTSP3, T1VT1, T2DC, T2DCSP, T263X, T2AL, T2CTPQM, T2CTSP1, T2CTSP2, T2CTSP3, T2VT2, COMM1, COMM2, COMM3	
C46	4"	PVC	PULLBOX #3	PULLBOX #5	AFD-IB1-T, AFD-IB2-T, SWGXLTG, FAI-S1-DCPX, FAI-S2-DCPX, SWGR-FA	
C47	4"	PVC	PULLBOX #3	PULLBOX #5	1DD11, 1DD12, 1DDSPARE, 2DD11, 2DD12, 2DDSPARE, 86T1-TBC-1DD-1, 86T1-TBC-1DD-2	
C48	4"	PVC	PULLBOX #3	PULLBOX #5	RM1-1DD-BFT, RM2-1DD-BFT, RM1-2DD-BFT, RM2-2DD-BFT, 1DD-1-CT1, 1DD-1-CT2, 1DD-2-CT7, 1DD-2-CT8, 2DD-1-CT1, 2DD-1-CT2, 2DD-2-CT7, 2DD-2-CT8	
C49	4"	PVC	PULLBOX #3	PULLBOX #5	86T1-AFD-IB1, 86T2-AFD-IB2, 86T2-TBC-2DD-1, 86T2-TBC-2DD-2, 87TM1-BFT, 87TM2-BFT	
C50	4"	PVC	PULLBOX #3	PULLBOX #5	FO-MTC1	
C51	4"	PVC	PULLBOX #3	PULLBOX #5	ACPC1-43, OWSP-1, LP2426A, LP2426B, LP3032A, LP3032B, LP0204, LP0608, LP1012	
C52	4"	PVC	PULLBOX #3	PULLBOX #5		SPARE

REV	DATE	DECRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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FAX (408) 986-9627
PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

CONDUIT SCHEDULE
SHEET 1 OF 3

DRAWN BY: VN
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER FV-E-0-X-157
REV A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-157.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xref: FV-BORDER-CP

CONDUIT SCHEDULE

CONDUIT ND.	SIZE	TYPE	FROM	TO	CONTAINS CIRCUIT	COMMENTS
C53	4"	PVC	PULLBOX #4	PULLBOX #6		SPARE
C54	4"	PVC	PULLBOX #4	PULLBOX #6		SPARE
C55	4"	PVC	PULLBOX #4	PULLBOX #6		SPARE
C56	4"	PVC	PULLBOX #4	PULLBOX #6		SPARE
C57	4"	PVC	PULLBOX #4	PULLBOX #6		SPARE
C58	4"	PVC	PULLBOX #4	PULLBOX #6	FO-MTC2	SPARE
C59	4"	PVC	PULLBOX #4	PULLBOX #6	LP3436A, LP3436B, LP1416, LP1820	
C60	4"	PVC	PULLBOX #4	PULLBOX #6		SPARE
C61	4"	PVC	PULLBOX #5	SWGR MASTER TERM. CAB #1 (UNIT 18)	T1VT1-S, T2VT2-S, AFD-IB1-T, AFD-IB2-T, SWGXLTG, FAI-S1-OCPX, FAI-S2-OCPX, SWGR-FA	
C62	4"	PVC	PULLBOX #5	SWGR MASTER TERM. CAB #1 (UNIT 18)	1DDI1, 1DDI2, 1DDSPARE, 2DDI1, 2DDI2, 2DDSPARE, 86T1-TBC-100-1, 86T1-TBC-100-2	
C63	4"	PVC	PULLBOX #5	SWGR MASTER TERM. CAB #1 (UNIT 18)	RM1-100-BFT, RM2-100-BFT, RM1-200-BFT, RM2-200-BFT, 100-1-CT1, 100-1-CT2, 100-2-CT7, 100-2-CT8, 200-1-CT1, 200-1-CT2, 200-2-CT7, 200-2-CT8	
C64	4"	PVC	PULLBOX #5	SWGR MASTER TERM. CAB #1 (UNIT 18)	86T1-AFD-IB1, 86T2-AFD-IB2, 86T2-TBC-200-1, 86T2-TBC-200-2, 87TM1-BFT, 87TM2-BFT	
C65	4"	PVC	PULLBOX #5	SWGR MASTER TERM. CAB #1 (UNIT 18)	FO-MTC1	
C66	4"	PVC	PULLBOX #5	SWGR MASTER TERM. CAB #1 (UNIT 18)		SPARE
C67	4"	PVC	PULLBOX #6	SWGR MASTER TERM. CAB #2 (UNIT 38)		SPARE
C68	4"	PVC	PULLBOX #6	SWGR MASTER TERM. CAB #2 (UNIT 38)		SPARE
C69	4"	PVC	PULLBOX #6	SWGR MASTER TERM. CAB #2 (UNIT 38)		SPARE
C70	4"	PVC	PULLBOX #6	SWGR MASTER TERM. CAB #2 (UNIT 38)		SPARE
C71	4"	PVC	PULLBOX #6	SWGR MASTER TERM. CAB #2 (UNIT 38)	FO-MTC2	
C72	4"	PVC	PULLBOX #6	SWGR MASTER TERM. CAB #2 (UNIT 38)		SPARE
C73	3"	PVC	CABLE TRENCH #1	60KV BKR 12	12AC, 12DC1, 12DCSP, 12CC, 12TC1, 12TC2	
C74	3"	PVC	CABLE TRENCH #1	60KV BKR 12	12SPARE1, 12AP1, 12AP2, 12I1, 12I2	
C75	3"	PVC	CABLE TRENCH #1	60KV BKR 12	12CT87LM1, 12CT87LM2, 12CT87TM-1, 12CT87T-1	
C76	1 1/2"	PVC	CABLE TRENCH #1	VT-1 SW & FUSE ENCLOSURE	61VT1	
C77	3"	PVC	CABLE TRENCH #1	60KV BKR 22	22AC, 22DC1, 22DCSP, 22CC, 22TC1, 22TC2	
C78	3"	PVC	CABLE TRENCH #1	60KV BKR 22	22SPARE1, 22AP1, 22AP2, 22I1, 22I2, 22I3	
C79	3"	PVC	CABLE TRENCH #1	60KV BKR 22	22CT87TM-2, 22CT87T-2, 22CT87TM-1, 22CT87T-1	
C80	3"	PVC	CABLE TRENCH #1	60KV BKR 32	32AC, 32DC1, 32DCSP, 32CC, 32TC1, 32TC2	
C81	3"	PVC	CABLE TRENCH #1	60KV BKR 32	32SPARE1, 32AP1, 32AP2, 32I1, 32I2, 32I3	
C82	3"	PVC	CABLE TRENCH #1	60KV BKR 32	32CT87TM-2, 32CT87T-2, 32CT87TM-3, 32CT87T-3	
C83	1 1/2"	PVC	CABLE TRENCH #1	VT-2 SW & FUSE ENCLOSURE	64VT2	
C84	3"	PVC	CABLE TRENCH #1	60KV BKR 42	42AC, 42DC1, 42DCSP, 42CC, 42TC1, 42TC2	
C85	3"	PVC	CABLE TRENCH #1	60KV BKR 42	42SPARE1, 42AP1, 42AP2, 42I1, 42I2	
C86	3"	PVC	CABLE TRENCH #1	60KV BKR 42	42CT87LM1, 42CT87LM2, 42CT87TM-3, 42CT87T-3	
C87	3"	PVC	CABLE TRENCH #2	XFMR T1 CAB.	T1AC, T1DC, T163X, T1SPARE1, T1DCSP	
C88	3"	PVC	CABLE TRENCH #2	XFMR T1 CAB.	T1AL, T1CTPOM, T1CTSP1, T1CTSP2, T1CTSP3	
C89	3"	PVC	CABLE TRENCH #2	XFMR T1 CAB.	T1VT1, T1VT1-S	
C90	3"	PVC	CABLE TRENCH #2	XFMR T1 CAB.	SPARE	
C91	1 1/2"	PVC	CABLE TRENCH #2	XFMR T1 CAB.	COMM1	

CONDUIT SCHEDULE

CONDUIT NO.	SIZE	TYPE	FROM	TO	CONTAINS CIRCUIT	COMMENTS
C92	3"	PVC	CABLE TRENCH #2	XFMR T2 CAB.	T2AC, T2DC, T263X, T2SPARE1, T2DCSP	
C93	3"	PVC	CABLE TRENCH #2	XFMR T2 CAB.	T2AL, T2CTPOM, T2CTSP1, T2CTSP2, T2CTSP3	
C94	3"	PVC	CABLE TRENCH #2	XFMR T2 CAB.	T2VT2, T2VT2-S	
C95	3"	PVC	CABLE TRENCH #2	XFMR T2 CAB.	SPARE	
C96	1 1/2"	PVC	CABLE TRENCH #2	XFMR T2 CAB.	COMM2	
C97	3"	PVC	CABLE TRENCH #2	XFMR T3 CAB.	T3AC, T3DC, T363X, T3SPARE1, T3DCSP	
C98	3"	PVC	CABLE TRENCH #2	XFMR T3 CAB.	T3AL, T3CTPOM, T3CTSP1, T3CTSP2, T3CTSP3	
C99	3"	PVC	CABLE TRENCH #2	XFMR T3 CAB.	T3VT3, T3VT3-S	FUTURE CIRCUITS (NIC)
C100	3"	PVC	CABLE TRENCH #2	XFMR T3 CAB.	SPARE	
C101	1 1/2"	PVC	CABLE TRENCH #2	XFMR T3 CAB.	COMM3	
C102	1 1/2"	PVC	CABLE TRENCH #2	ACDP-1	T1AC	
C103	1 1/2"	PVC	CABLE TRENCH #2	ACDP-2	T2AC	
C104	1 1/2"	PVC	CABLE TRENCH #2	ACDP-3	T3AC — FUTURE CIRCUIT (NIC)	
C105	3"	PVC	ATS-1	CPT-1	ATS1-N	
C106	3"	PVC	ATS-1	CPT-3	ATS1-A — FUTURE CIRCUIT (NIC)	
C107	3"	PVC	ATS-2	CPT-2	ATS2-N	
C108	3"	PVC	ATS-2	CPT-1	ATS2-A	
C109	3"	PVC	ATS-3	CPT-3	ATS3-N — FUTURE CIRCUIT (NIC)	
C110	3"	PVC	ATS-3	CPT-2	ATS3-A	RDUTE TO ATS-1 VIA ATS-3 CABINET
C111	2"	PVC	ACDP-1	ACP-S1	ACPS1	
C112	2"	PVC	ACDP-2	ACP-S2	ACPS2	
C113	2"	PVC	ACDP-3	ACP-S3	ACPS3 — FUTURE CIRCUIT (NIC)	
C114	2"	PVC	PANEL "DCPM"	PULLBOX #7	DCPS1	
C115	2"	PVC	PANEL "DCPM"	PULLBOX #7	DCPS2	
C116	2"	PVC	PANEL "DCPM"	PULLBOX #7	DCPS3 — FUTURE CIRCUIT (NIC)	
C116	2"	PVC	PANEL "DCPM"	PULLBOX #7	DCPS12	
C118	2"	PVC	PANEL "DCPM"	PULLBOX #7	DCPS23	
C119	2"	PVC	PANEL "ACP-C1"	PULLBOX #7	ACPC1	
C120	2"	PVC	PANEL "ACP-C2"	PULLBOX #7	ACPC2	
C121	2"	PVC	PULLBOX #7	PULLBOX #8	DCPS1	
C122	2"	PVC	PULLBOX #7	PULLBOX #8	DCPS2	
C123	2"	PVC	PULLBOX #7	PULLBOX #8	DCPS3 — FUTURE CIRCUIT (NIC)	
C124	2"	PVC	PULLBOX #7	PULLBOX #8	DCPS12	
C125	2"	PVC	PULLBOX #7	PULLBOX #8	DCPS23	
C126	2"	PVC	PULLBOX #7	PULLBOX #8	ACPC1	
C127	2"	PVC	PULLBOX #7	PULLBOX #8	ACPC2	
C128	2"	PVC	PULLBOX #7	PULLBOX #8		SPARE
C129	2"	PVC	PULLBOX #8	PULLBOX #9	DCPS1	
C130	2"	PVC	PULLBOX #8	PULLBOX #9	DCPS2	
C131	2"	PVC	PULLBOX #8	PULLBOX #9	DCPS3 — FUTURE CIRCUIT (NIC)	
C132	2"	PVC	PULLBOX #8	PULLBOX #9	DCPS12	
C133	2"	PVC	PULLBOX #8	PULLBOX #9	OCPS23	
C134	2"	PVC	PULLBOX #8	PULLBOX #9	ACPC1	
C135	2"	PVC	PULLBOX #8	PULLBOX #9	ACPC2	
C136	2"	PVC	PULLBOX #8	PULLBOX #9		SPARE
C137	2"	PVC	PULLBOX #9	ACDP-1	ACPC1	
C138	2"	PVC	PULLBOX #9	ACDP-2	ACPC2	
C139	2"	PVC	PULLBOX #9	DCP-S1	DCPS1	
C140	2"	PVC	PULLBOX #9	DCP-S2	DCPS2	
C141	2"	PVC	PULLBOX #9	DCP-S3	DCPS3 — FUTURE CIRCUIT (NIC)	
C142	2"	PVC	PULLBOX #9	DCP-S12	DCPS12	
C143	2"	PVC	PULLBOX #9	DCP-S23	DCPS23	
C144	2"	PVC	PANEL "ACP-S2"	PANEL "LP-S"	LPS	
C145	1 1/2"	PVC	CABLE TRENCH #2	OIL/WATER SEPARATOR PUMP CONTROL CABINET	ACPC1-43, DWSP-1	
C146	2"	PVC	OIL/WATER SEPARATOR PUMP CONTROL CABINET	OIL/WATER SEPARATOR VAULT	OWSPAC, OWSPPR8, OWSPFS1, OWSPSF2	

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

CONDUIT SCHEDULE
SHEET 2 OF 3

DRAWN BY: VN
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-0-X-158
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-158.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: FV-BORDER-CP

CONDUIT SCHEDULE

CONDUIT NO.	SIZE	TYPE	FROM	TO	CONTAINS CIRCUIT	COMMENTS
C150	1 1/2"	PVC	CABLE TRENCH #2	LS-1	LP2628A	
C151	1 1/2"	PVC	LS-1	LS-2	LP2628A	
C152	1 1/2"	PVC	LS-2	LS-3	LP2628A	
C153	1 1/2"	PVC	LS-3	LS-4	LP2626A	
C154	1 1/2"	PVC	LS-5	LS-6	LP2628B	
C155	1 1/2"	PVC	LS-6	LS-7	LP2628B	
C156	1 1/2"	PVC	CABLE TRENCH #2	LS-7	LP2628B	
C157	1 1/2"	PVC	CABLE TRENCH #2	LT-15, LT-16	LP060B	
C158	1 1/2"	PVC	CABLE TRENCH #2	LT-18, LT-19	LP06DB	
C159	1 1/2"	PVC	CABLE TRENCH #2	LT-1, LT-17	LP2628B, LP2628B, LP060B	
C160	1 1/2"	PVC	LT-1 PULLBOX	LT-17	LP060B	
C161	1 1/2"	PVC	CABLE TRENCH #2	LT-20, LT-21	LP1012	
C162	1 1/2"	PVC	CABLE TRENCH #2	LT-23, LT-24	LP1012	
C163	1 1/2"	PVC	CABLE TRENCH #2	LT-2, LT-22	LP2628A, LP2628A, LP1012	
C164	1 1/2"	PVC	LT-2 PULLBOX	LT-22	LP1012	
C165	1 1/2"	PVC	CABLE TRENCH #2	LT-25, LT-26	LP1416	
C166	1 1/2"	PVC	CABLE TRENCH #2	LT-28, LT-29	LP1416	
C167	1 1/2"	PVC	CABLE TRENCH #2	LT-3, LT-27	LP2628A, LP2628A, LP1416	
C168	1 1/2"	PVC	LT-3 PULLBOX	LT-27	LP1416	
C169	1 1/2"	PVC	CABLE TRENCH #1	LS-16	LP3436A	
C170	1 1/2"	PVC	CABLE TRENCH #1	LS-15	LP3436B	
C171	1 1/2"	PVC	LS-15	LS-14	LP3436B	
C172	1 1/2"	PVC	LS-14	LS-13	LP3436B	
C173	1 1/2"	PVC	LT-13 & LT-41 PULLBOX	LT-14 & LT-42 PULLBOX	LP3436B, LP1820	
C174	1 1/2"	PVC	CABLE TRENCH #1	LT-12	LP3436A, LP3436A	
C175	1 1/2"	PVC	CABLE TRENCH #1	LT-14 & LT-42 PULLBOX	LP3436B, LP3436B, LP1820, LP1820	
C176	1 1/2"	PVC	LT-39 & LT-40 PULLBOX	LT-38	LP1820	
C177	1 1/2"	PVC	CABLE TRENCH #1	LT-39 & LT-40 PULLBOX	LP1820, LP1820	
C178	1 1/2"	PVC	CABLE TRENCH #1	LT-11	LP3436A, LP3436A	
C179	1 1/2"	PVC	CABLE TRENCH #1	LT-9 & LT-37 PULLBOX	LP3436A, LP3436A, LP182D, LP1820	
C18D	1 1/2"	PVC	CABLE TRENCH #1	LT-10	LP3436A, LP3436A	
C181	1 1/2"	PVC	CABLE TRENCH #1	LT-35 & LT-36 PULLBOX	LP0204, LP0204	
C182	1 1/2"	PVC	CABLE TRENCH #1	LT-4	LP3032A, LP3D32A	
C183	1 1/2"	PVC	LT-8 & LT-33 PULLBOX	LT-7 & LT-34 PULLBOX	LP3032B, LP02D4	
C184	1 1/2"	PVC	CABLE TRENCH #1	LT-7 & LT-34 PULLBOX	LP3032B, LP3032B, LP0204, LPD2D4	
C185	1 1/2"	PVC	CABLE TRENCH #1	LT-5	LP3032A, LP3032A	
C186	1 1/2"	PVC	LT-31 & LT-32 PULLBOX	LT-30	LP0204	
C187	1 1/2"	PVC	CABLE TRENCH #1	LT-31 & LT-32 PULLBOX	LP0204, LP0204	
C188	1 1/2"	PVC	CABLE TRENCH #1	LT-6	LP3032A, LP3032A	
C189	1 1/2"	PVC	CABLE TRENCH #1	LS-8	LP3032A	
C190	1 1/2"	PVC	LS-8	LS-9	LP3032A	
C191	1 1/2"	PVC	LS-10	LS-11	LP3032B	
C192	1 1/2"	PVC	LS-11	LS-12	LP3032B	
C193	1 1/2"	PVC	LS-12	LT-8 & LT-33 PULLBOX	LP3032B	
C200	4"	PVC	F/O HH #1	PULLBOX #1		RESERVED FOR SVP FIBER
C201	4"	PVC	F/O HH #1	PULLBOX #1		RESERVED FOR SVP FIBER
C202	4"	PVC	F/O HH #2	CABLE TRENCH #2		RESERVED FOR SVP FIBER
C203	4"	PVC	F/O HH #2	CABLE TRENCH #2		RESERVED FOR SVP FIBER

CONDUIT SCHEDULE

CONDUIT NO.	SIZE	TYPE	FROM	TO	CONTAINS CIRCUIT	COMMENTS

REV	DATE	DESCRIPTION	APPR'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

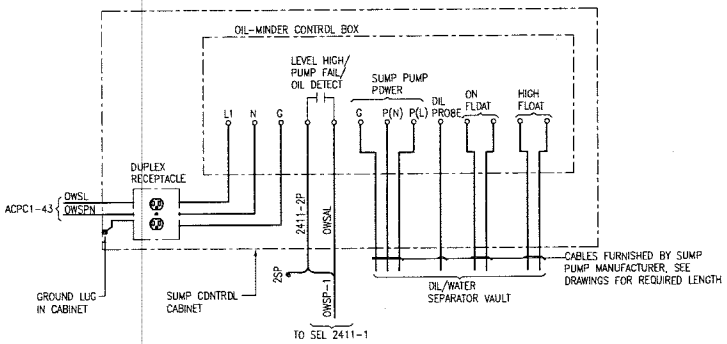
CONDUIT SCHEDULE
SHEET 3 OF 3

DRAWN BY: YN
SCALE: NONE
MAP #: NONE
DATE: 04/22/13
SH 1 OF 1

SILICON VALLEY POWER
CITY OF SANTA CLARA

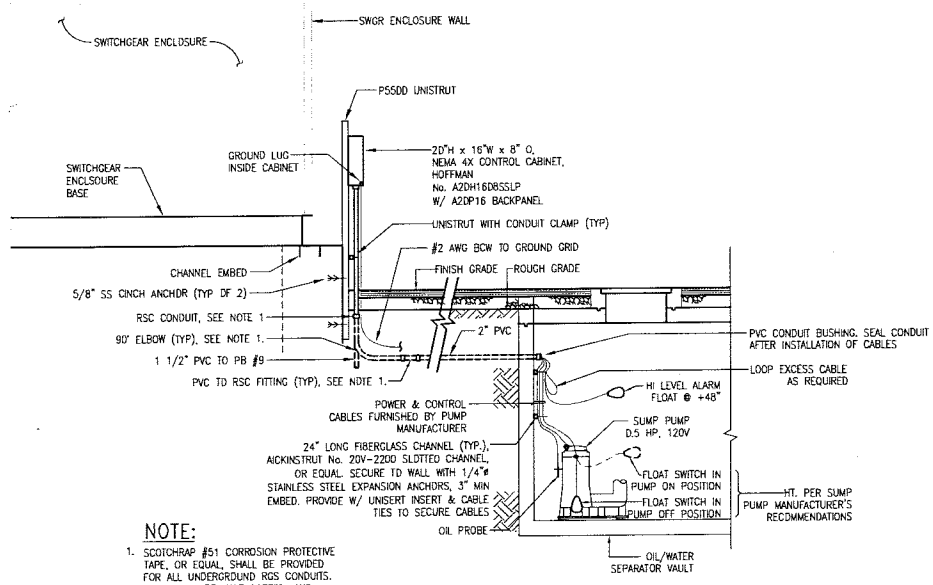
DRAWING NUMBER: FV-E-D-X-159
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-D-X-159.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full based B (17.00 x 11.00 Inches)
Xref: T1-BORDER-SP



1 OIL/WATER SEPARATOR PUMP – WIRING SCHEMATIC

N.T.S.



NOTE:

1. SCOTCHRAP #51 CORROSION PROTECTIVE TAPE, OR EQUAL, SHALL BE PROVIDED FOR ALL UNDERGROUND RGS CONDUITS. TAPE SHALL BE HALF-LAPPED, AND EXTENDED ON CONDUIT RUNS A MINIMUM OF 6" ABOVE GRADE.

2 OIL/WATER SEPARATOR PUMP – INSTALLATION DETAIL

N.T.S.

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

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PROJECT NO. 12200-04

DESIGNED BY:	JCH	FAIRVIEW SUBSTATION	DRAWN BY: VN
APPROVED BY:	JCH	SUMP PUMP WIRING SCHEMATIC & INSTALLATION DETAIL	SCALE: NONE / DATE: 04/22/13
			MAP #: NONE / SH 1 OF 1
		SILICON VALLEY POWER CITY OF SANTA CLARA	DRAWING NUMBER FV-E-D-X-160 / REV A

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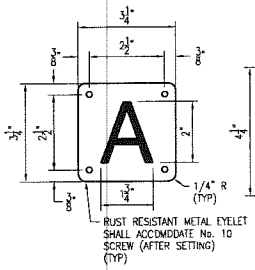
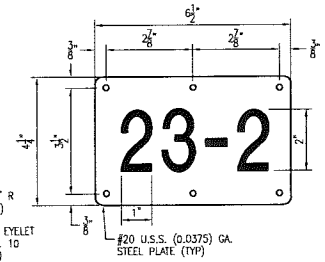
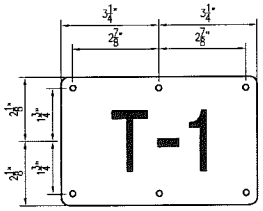
Xrefs: FV-B0B0TB-CP



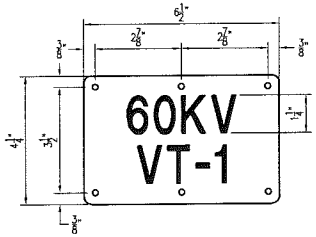
BUS ID NAMEPLATE



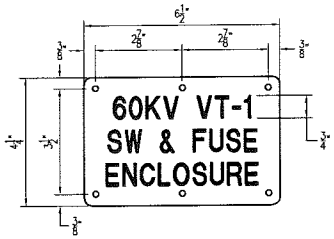
SWITCH ID NAMEPLATE



TRANSFORMER ID NAMEPLATE



60KV VT-1 ID NAMEPLATE



60KV VT-1 SWITCH & FUSE ENCLOSURE ID NAMEPLATE

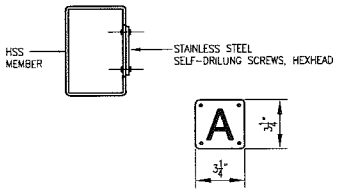
MATERIAL
FUSED PORCELAIN ENAMEL FOR OUTDOOR USE.

COLOR
WHITE LETTERS ON DARK GREEN BACKGROUND. ALL LETTERS TO BE CENTERED ON NAMEPLATE.

REFERENCE
SEE DWG. FV-E-0-X-2 FOR NUMBER & LOCATION OF EQUIPMENT ID NAMEPLATES.

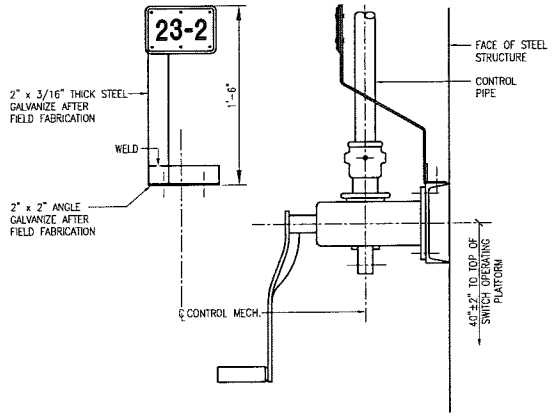
1 BUS/DISCONNECT SWITCH/TRANSFORMER NAMEPLATES DETAILS

N.T.S. (TYPICAL FOR OTHER EQUIPMENT)



2 BUS ID NAMEPLATE INSTALLATION DETAILS

N.T.S. (SIMILAR FOR 60KV VT-1 & VT-2 ID NAMEPLATES)



3 DISCONNECT SWITCH NAMEPLATE INSTALLATION DETAIL

N.T.S.

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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PROJECT NO. 12200-04

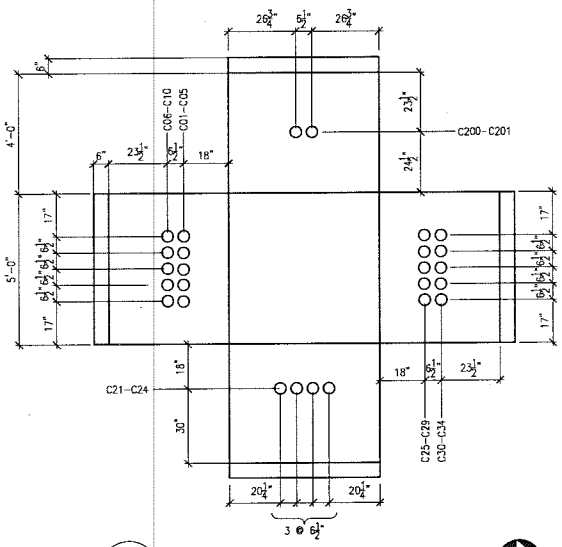
FAIRVIEW SUBSTATION

BUS AND EQUIPMENT IDENTIFICATION NAMEPLATES

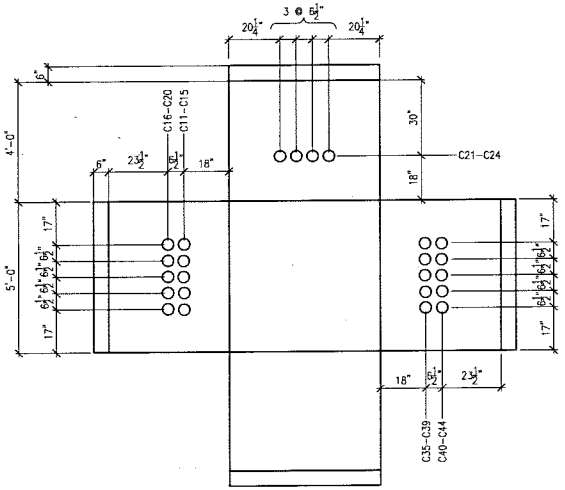
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: VM
SCALE: NONE
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER FV-E-0-X-161
REV A

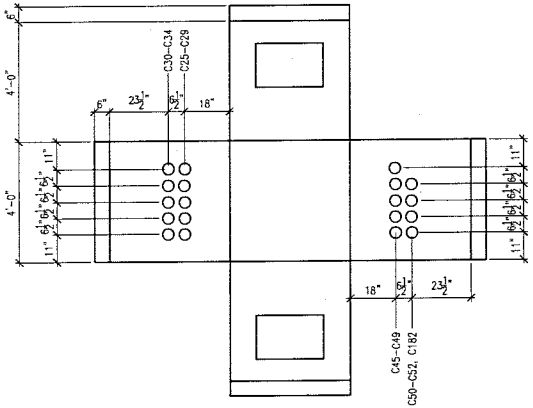
File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-161.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 Inches)
Xrefs: FV-BORDER-CP



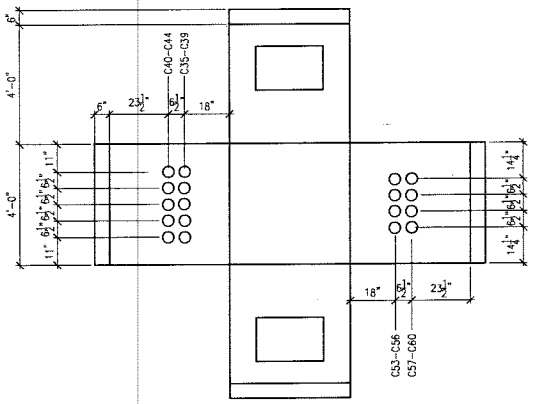
1 PULLBOX #1 DEVELOPMENT
SCALE: 1/2"=1'-0"



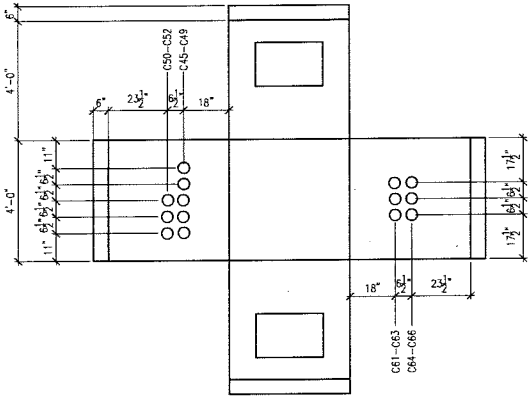
2 PULLBOX #2 DEVELOPMENT
SCALE: 1/2"=1'-0"



3 PULLBOX #3 DEVELOPMENT
SCALE: 1/2"=1'-0"



4 PULLBOX #4 DEVELOPMENT
SCALE: 1/2"=1'-0"



5 PULLBOX #5 DEVELOPMENT
SCALE: 1/2"=1'-0"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

engineers, inc.
3350 scott blvd., bldg. 11
santa clara, ca 95054
(408) 986-8558
FAX (408) 986-9627
PROJECT NO. 12200-04

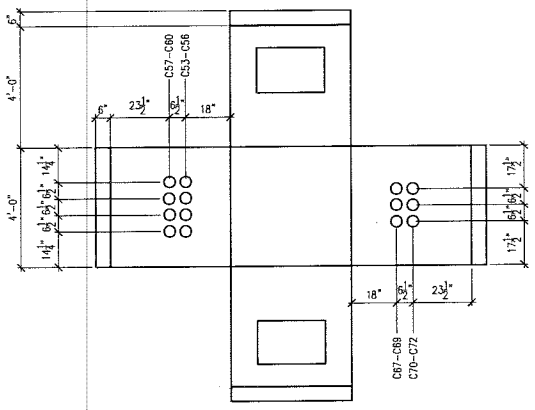
FAIRVIEW SUBSTATION

PULLBOX DEVELOPMENT
SHEET 1 OF 3

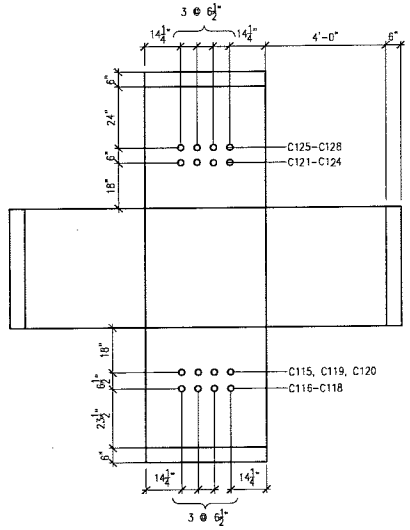
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: WI
SCALE: AS SHOWN
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER: FV-E-0-X-162
REV: A

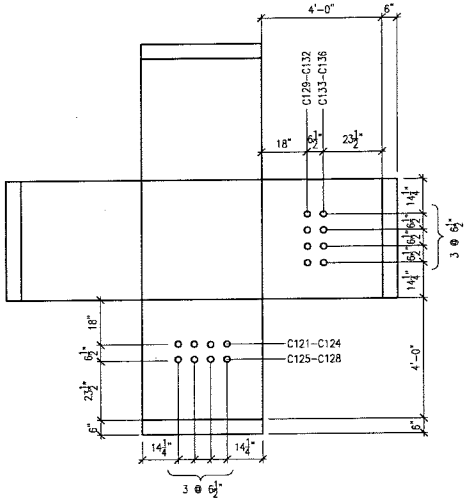
File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-162.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 Inches)
Xrefs: FV-BORDER-CP



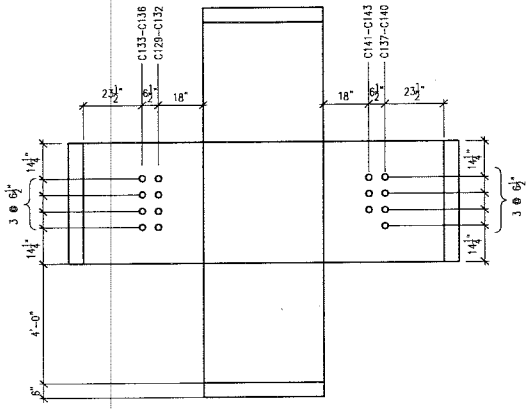
1 PULLBOX #6 DEVELOPMENT
SCALE: 1/2"=1'-0"



2 PULLBOX #7 DEVELOPMENT
SCALE: 1/2"=1'-0"



3 PULLBOX #8 DEVELOPMENT
SCALE: 1/2"=1'-0"



4 PULLBOX #9 DEVELOPMENT
SCALE: 1/2"=1'-0"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

engineers, inc.
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santa clara, ca 95054
(408) 986-8559
FAX (408) 986-9627
PROJECT NO. 12200-04

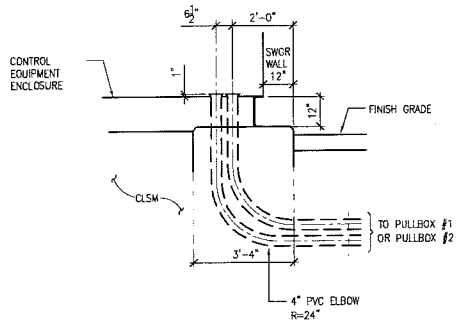
FAIRVIEW SUBSTATION
PULLBOX DEVELOPMENT
SHEET 2 OF 3

DRAWN BY: VN
SCALE: AS SHOWN
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1

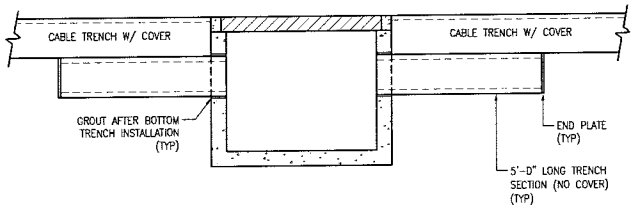
SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-0-X-163
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-163.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xrefs: FV-BORDER-CP



2 ELEVATION AT TERMINATION CABINET
SCALE: 1/2"=1'-0"



1 PULLBOX SECTION
SCALE: 1/2"=1'-0"

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

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FAX (408) 986-9627
PROJECT NO. 12200-04

FAIRVIEW SUBSTATION

MISCELLANEOUS DETAILS
SHEET 3 OF 3

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWN BY: VM
SCALE: AS SHOWN
DATE: 04/22/13
MAP #: NONE
SH 1 OF 1
DRAWING NUMBER: FV-E-0-X-164
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-0-X-164.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2.5849, Plot Size: ANSI A (8.50 x 11.00 Inches)
Xrefs: FV-BORDER-CP

BACK PANEL

FUNCTION	CABLE SIZE	No. OF COND.	CKT. No.	TBWC. No.	TO DESTINATION
XFMR T1 CT-1/2/3	#10	4/C	T1CTSP1	-	TERM. CAB. #1
XFMR T1 CT-6/7/8	#10	4/C	T1CTSP2	-	TERM. CAB. #1
SPARE	#10	4/C	T1CTSP3	-	TERM. CAB. #1
XFMR T1 CT-9/10/11 (METERING)	#10	4/C	T1CTM	-	TERM. CAB. #1
AC POWER	#4	4-1/C	T1AC	-	TERM. CAB. #1
DC POWER	#10	2/C	T1DC	-	TERM. CAB. #1
SPARE	#10	2/C	T1DCSP	-	TERM. CAB. #1
SPARE	#10	7/C	T1SPARE	-	TERM. CAB. #1
T1 SUDDEN PRESS SZNT.	#10	2-1/C	T1SEX	-	TERM. CAB. #1
T1 DYN/BECK FAIL	#12	4/C	T1AL	-	TERM. CAB. #1
T1 12KV POTENTIAL	#10	4/C	T1VT1	-	TERM. CAB. #1
T1 DTN ETHERNET COMM.		CAT6	COMM1	-	COMM. CAB.

NOTE:

EXACT LOCATION OR WIRING TERMINATIONS WILL BE PROVIDED BY SVP WHEN EQUIPMENT SHOP DRAWINGS BECOME AVAILABLE.

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

engineers, inc.
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santa clara, ca 95054
(408) 986-8556
FAX (408) 986-9627
PROJECT NO. 12200-04

DESIGNED BY: JCH
APPROVED BY: JCH

FAIRVIEW SUBSTATION

EXTERNAL CONNECTIONS - XFMR T1

DRAWN BY: VN
SCALE: NONE
DATE: 09/06/12
MAP #: NONE
SH OF

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-1-X-41
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-1-X-41.dwg, 1/24/2014 2:15 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong VAN, Plot scale: 1:2, Plot Size: ANSI full blend B (17.00 x 11.00 inches)
Xrefs: FV-BORDER-CP

BACK PANEL

FUNCTION	CONDUCTOR SIZE	NO. OF COND.	PCT. No.	SWG. No.	TO DESTINATION
XFMR T2 CT-1/2/3	#10	4/C	T2CTSP1	-	TERM. CAB. #2
XFMR T2 CT-6/7/8	#10	4/C	T2CTSP2	-	TERM. CAB. #2
SPARE	#10	4/C	T2CTSP3	-	TERM. CAB. #2
XFMR T2 CT-9/10/11 (METERING)	#10	4/C	T2CTM	-	TERM. CAB. #2
AC POWER	#4	4-1/C	T2AC	-	TERM. CAB. #2
DC POWER	#10	2/C	T2DC	-	TERM. CAB. #2
SPARE	#10	2/C	T2DCSP	-	TERM. CAB. #2
SPARE	#10	7/C	T2SPARE	-	TERM. CAB. #2
T2 SUDDEN PRESS CONT.	#10	2-1/C	T2SDX	-	TERM. CAB. #2
T2 DYN/RECK FAIL	#12	4/C	T2AL	-	TERM. CAB. #2
T2 12KV POTENTIAL	#10	4/C	T2VT2	-	TERM. CAB. #2
T2 DYN ETHERNET COMM.	CAT6	COMM2	-	COMM CAB VIA T1	

NOTE:

EXACT LOCATION OR WIRING TERMINATIONS WILL BE PROVIDED BY SVP WHEN EQUIPMENT SHOP DRAWINGS BECOME AVAILABLE.

engineers, inc.
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santa clara, ca 95054
(408) 986-8556
FAX (408) 986-9627
PROJECT NO. 12200-04

REV	DATE	DESCRIPTION	APPRV'D
A	02/25/14	ISSUED FOR BIDDING	

DESIGNED BY: JCH
APPROVED BY: JCH

FAIRVIEW SUBSTATION

EXTERNAL CONNECTIONS - XFMR T2

DRAWN BY: VN
SCALE: NONE
DATE: 09/05/12
MAP #: NONE
SH OF

SILICON VALLEY POWER
CITY OF SANTA CLARA

DRAWING NUMBER: FV-E-2-X-41
REV: A

File: M:\12200-04_Fairview Substa\Fairview Construction Drawings\FV-E-2-X-41.dwg, 1/24/2014 2:19 PM, Last saved: Vuong, PlotDate: 1/24/2014 4:01 PM By: Vuong Mai, Plot scale: 1:2, Plot Size: ANSI full bleed B (17.00 x 11.00 inches)
Xref: FV-BORDER-CP

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-9

Date: January 28, 2014

To: City Manager for Council Action

From: Director of Water and Sewer Utilities

Subject: Pass to print an Ordinance Amending Chapter 13.10 (Sewers) Of Title 13 of the Code of the City of Santa Clara, California.

EXECUTIVE SUMMARY:

Staff is proposing changes to Chapter 13.10, Sewers, of the Santa Clara Municipal Code. These revisions are being proposed to address conditions set forth in a Settlement Agreement which was entered into by and between the City and Northern California River Watch on March 13, 2013.

The proposed ordinance includes language that adds new definitions related to the conditions set forth in the Settlement Agreement and creates a 'Private Lateral Program'. Key elements of this amendment include the following:

- Creates a new definition for Closed Circuit Television (CCTV) which, for the purposes of the ordinance, is a video camera designed to be used in the sewer system to project areas which may not be easily accessible for entry.
- Creates a Private Lateral Program through definition, establishing program criteria and triggers, and specifying inspection, repair, and replacement activities related to the Settlement Agreement.

The proposed ordinance defines triggering events that would result in the City requiring the inspection and possible repair or replacement of sewer laterals at the property owner's expense. These triggering events include:

1. A private sewer lateral experiences two or more Sanitary Sewer Overflows (SSOs) within two years.
2. The public sewer main is being repaired or replaced, and the connected lateral has structural or design defects which could reasonable result in a blockage, exfiltration or SSO.
3. Inspection by City staff indicates a structural or design defect that could reasonable result in an SSO.

If passed, this ordinance may create significant expenses for property owners if one of these triggering criteria is met. The costs for the inspection or repair of the sewer lateral would be the responsibility of the property owner. State law requires that revenues derived from the sewer fees or charges are not allowed to exceed the funds required to provide the sewer services and that one class of customers cannot subsidize another class of customers. The amount of a fee or charge imposed upon any parcel or person is also not allowed to exceed the proportional cost of the service attributable to the parcel. Therefore, sewer revenues cannot be used to pay for the repairs to or replacement of private sewer laterals.

The current City fee for the inspection of a sewer lateral is $1,030 and the fee for the replacement of a 4 inch sewer lateral is $16,225. Property owners would have the option of having a private contractor repair or replace the sewer lateral. The number of residents that will be impacted is unknown at this time.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Presenting this amendment to the Sewer Ordinance to Council allows the City to meet the condition of proposing a Private Lateral Program, as specified in the Settlement Agreement, within the time frame agreed upon, which is March 13, 2014.

ECONOMIC/FISCAL IMPACT:

The ordinance revisions will have minimal financial impact to the Water and Sewer Utilities Funds from an administrative and operational aspect. Staff will need to monitor the Private Lateral Program through additional documentation of incident and operations and maintenance activities, but this is work is expected to be done in the course of routine activity documentation and is not expected to increase workload significantly.

Under the proposed ordinance, the property owners would be required to pay for the cost of inspection, repair or replacement of the sewer lateral if one of the triggering events occurs.

RECOMMENDATION:

That the Council pass to print the attached Ordinance amending Section 13.10.020 (Definitions) and Section 13.10.040 (Maintenance and Inspection of Sewer Connections) of Chapter 13 ("Sewers") of Title 13 ("Public Services") of the Code of the City of Santa Clara, California which establishes a program for the inspection, repair, and/or replacement of the private sewer laterals as part of a Private Lateral Program.

Christopher L. de Groot
Director of Water and Sewer Utilities

APPROVED:

for Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Proposed Ordinance

I:\Water\MEMOS\AGENDA\2014\Inspect-Repair Replace SS Laterals\2014 Agenda Report_RiverWatch_SS Laterals_ .doc

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 13.10.020 (DEFINITIONS) AND SECTION 13.10.040 (MAINTENANCE AND INSPECTION OF SEWER CONNECTIONS) OF CHAPTER 13 ("SEWERS") OF TITLE 13 ("PUBLIC SERVICES") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

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

WHEREAS, Northern California River Watch is a 501(c)(3) non-profit, public benefit corporation organized under the laws of the State of California, dedicated to the protection, enhancement, and restoration of the rivers, creeks, and tributaries of Northern California;

WHEREAS, the City of Santa Clara owns and operates a collection system for the purpose of collecting and conveying for treatment wastewater from residential, commercial, and industrial sources;

WHEREAS, on or about July 17, 2012, Northern California River Watch provided the City of Santa Clara with a Notice of Violations and Intent to File Suit Under the Clean Water Act;

WHEREAS, Northern California River Watch and the City of Santa Clara, through their authorized representatives and with neither adjudication of Northern California River Watch's claims nor admissions by the City of Santa Clara of any alleged violation or other wrongdoing, have chosen to resolve in full Northern California River Watch's allegations in the Notice Letter through settlement and avoid the cost and uncertainties of further litigation;

WHEREAS, Northern California River Watch and the City of Santa Clara have agreed that it is in their mutual interest to enter into this agreement setting forth the terms and conditions appropriate to resolving Northern California River Watch's allegations set forth in the Notice Letter; and,

WHEREAS, Northern California River Watch and the City of Santa Clara entered into a Settlement Agreement on March 13, 2013, which stipulates that within one year City administration would recommended to City Council an ordinance which would establish a program for the inspection, repair, and/or replacement of the private sewer laterals ("Private Lateral Program").

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

SECTION 1: That section 13.10.020 ("Definitions") of Chapter 13.10 ("Sewers") of Title 13 ("Public Services") of "The Code of the City of Santa Clara, California" ("SCCC") is amended by the addition of two terms that are to read as follows. All definitions following are to be renumbered.

"(C) "C" definitions:

(3) Closed Circuit Television (CCTV). "CCTV" is a video camera specifically designed to project images of the conveyance system, which may not be easily accessible for entry, including but not limited to, sewer lines, catch basins, or lateral lines.

(P) "P" definitions:

(6) Private Lateral Program. "Private Lateral Program" is a City program created under the Settlement Agreement between and among Northern California River Watch and the City dated March 13, 2013, and which addresses inspection, repair, and/or replacement of private sewer laterals under certain conditions specified in 5(a) of the Settlement Agreement."

SECTION 2: That section 13.10.040 ("Maintenance and inspection of sewer connections") of Chapter 13.10 ("Sewers") of Title 13 ("Public Services") is amended to include the following addition that is to read:

"Private Lateral Program includes the inspection, repair, and/or replacement of private sewer laterals. The following events or conditions will be the criteria used to determine the need for inspection, repair, or replacement of private sewer laterals:

(1) A CCTV inspection shall be performed on any private sewer lateral if two or more sanitary sewer overflows occurred from the same private sewer lateral within two (2) years;

(2) Private Sewer Laterals shall be repaired or replaced concurrently with the repair or replacement of the sewer main line to which the lateral is connected where structural or design defects exist in the connected lateral that could reasonable result in a blockage, exfiltration, or sanitary sewer overflow; or

(3) Private Sewer Laterals shall be repaired or replaced where CCTV activities or other investigation by City maintenance crews identifies a structural or design defect that could reasonably result in a sanitary sewage overflow.

Necessary associated inspections, repairs or replacement of the private sewer laterals, whether performed by the City, or City's representative, shall be charged to and paid for by the property owner."

SECTION 3: 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 4: 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 5: 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 _____, 201_, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

I:\Water\MEMOS\AGENDA\2014\Inspect-Repair Replace SS Laterals\Sewer Ord-Private Sewer Lateral Prog (River Watch)-Final w CAO.docx

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MA-16

Date: February 25, 2014

To: City Manager for Council Action

From: City Attorney

Subject: Adoption of Ordinance No. 1920, Amending Chapter 13.10 ("Sewers") of Title 13 ("Public Services") by Amending Sections 13.10.020, 13.10.450, 13.10.500, 13.10.580, and Adding Section 13.10.670 to the Santa Clara City Code

EXECUTIVE SUMMARY:

Ordinance No. 1920, amending Chapter 13.10 ("Sewers") of Title 13 ("Public Services") by amending Sections 13.10.020, 13.10.450, 13.10.500, 13.10.580, and adding Section 13.10.670 to "The Code of the City of Santa Clara, California" was passed for the purpose of publication ("passed to print") on February 11, 2014. Pursuant to City Charter Sections 808 and 812, proposed Ordinance 1920, was published on February 19, 2014, and copies were posted in at least three public places. The proposed ordinance is necessary to comply with US Environmental Protection Agency (US EPA) and the State Water Resources Control Board (SWRCB). The proposed changes include:

- Clarifying definitions of Significant Change, Significant Industrial User and Upset.
- Creating new definitions for Clean Water Act, Pollutant Not Present, and Slug Control Plan.
- Allowing industrial users to apply for a waiver of sampling requirements for pollutants not present in their wastewater discharge.
- Allowing industrial users a rebuttal to an 'upset' or exceptional incident, which is unintentional and a temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the industrial user.
- Clarifying that a late report or failure to submit reports required under federal law could subject the user to penalties. It now also provides a means for the Director to waive the assessment if the industrial discharge meets a number of conditions.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Passage of this ordinance allows for compliance with the US EPA regulations, as well as uniformity in code enforcement by the San Jose-Santa Clara Regional Wastewater Facility inspectors. The consistency between both City ordinances will help ensure standardization among customers for inspection purposes and compliance with municipal codes.

ECONOMIC/FISCAL IMPACT:

The ordinance revisions will have minimal, if any, financial impact to the Water and Sewer Utilities or the City. Furthermore, this ordinance revision keeps the City in compliance with US EPA regulations, consequently avoiding fines and penalties that might result from non-compliance.

RECOMMENDATION:

That the Council adopt Ordinance 1920, amending Chapter 13.10 ("Sewers") of Title 13 ("Public Services") by amending Sections 13.10.020, 13.10.450, 13.10.500, 13.10.580, and adding Section 13.10.670 to "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 1920
I:\AGENDA\AGENDA REPORTS\Ordinance Adoption 1920 - Sewer Updates 02-25-14.doc

ORDINANCE NO. 1920

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 13.10 ("SEWERS") OF TITLE 13 ("PUBLIC SERVICES") BY AMENDING SECTIONS 13.10.020, 13.10.580, 13.10.450, 13.10.500, AND ADDING SECTION 13.10.670 OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

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

WHEREAS, requirements by the U.S. Environmental Protection Agency ("US EPA") and the State Water Resources Control Board necessitate changes to the City of Santa Clara's Sewer Use Ordinance;

WHEREAS, said changes require Chapter 13.10 of "The Code of the City of Santa Clara, California" to be repealed and replaced; and,

WHEREAS, the City Council finds, pursuant to Title 14 of the California Code of Regulations, Sections 15061(b)(3) and 15308, that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment and also merely amends parts of the regulatory process for the protection of the environment.

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

SECTION 1: That Section 13.10.020 ("Definitions") of Chapter 13.10 ("Sewers") of Title 13 ("Public Services") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"13.10.020 Definitions.

The definitions set forth below shall govern the application and interpretation of this chapter.

(a) "A" definitions:

(1) "Amalgam separator" means a device that: employs filtration, settlement, centrifugation, or ion exchange to remove dental amalgam and its metal constituents from a dental office vacuum system before it discharges to the sanitary sewer; has been certified under the International Organization for Standardization's standard for amalgam separators as capable of removing a minimum of ninety-five percent (95%) of dental amalgam at flow rates comparable to the flow rate of the actual vacuum suction system in operation; and does not have any automatic flow bypass.

(2) "Ammonia" means the form of nitrogen that is chemically definable as NH_3.

(3) "Audit protocols" means the procedures to be followed in performing flow and pollutant audit studies.

(4) "Average concentration" means the concentration of a pollutant in an industrial user's discharge that is calculated by adding the concentrations of the particular pollutant in all composite samples taken during a given time period, including, but not limited to, self-monitoring samples, and dividing the total by the number of samples taken.

(b) "B" definitions:

(1) "Batch discharge" means the discharge of wastewater resulting from an intermittent treatment process in which an identified amount of process wastewater is collected, treated to meet discharge standards, and released to the sanitary sewer system.

(2) "Best management practices" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the introduction of pollutants to the sanitary sewer system that have been determined by the Director to be cost-effective for particular industry groups, business types, or specific industrial processes.

(3) "Biochemical oxygen demand" means the quantity of oxygen expressed in parts per million (ppm) by weight, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of twenty degrees centigrade (20° C).

(c) "C" definitions:

(1) "Categorical industrial user" or "CIU" means a source performing any categorical process subject to Federal pretreatment standards, as described in 40 CFR Sections 405 through 471, as amended from time to time, that has any connection to the sanitary sewer system.

(2) "Categorical pretreatment standard" or "categorical standard" means any regulation containing pollutant discharge limits promulgated by EPA that apply to specific categories of users and which appear in 40 CFR Sections 405 through 471, as amended from time to time.

(3) "Clean Water Act" is the 1972 amendment to the Federal Water Pollution control Act, 33 U.S.C. section 1251 et seq. The Act is the primary legislation concerning water pollution and its regulation. The Act establishes a permit system that must be used by point sources of pollution such as industrial facilities, government facilities, and agricultural operations. These point sources are not allowed to discharge or dispose of the pollutants they produce in surface water without a permit from the National Pollutant Discharge Elimination System (NPDES).

(4) "Code of Federal Regulations" (or "CFR") refers to the Code of Federal Regulations as published by the Office of the Federal Register National Archives and Records Administration. Whenever a reference is made to any portion of the CFR, or to any other Federal

regulation, such reference shall apply to all amendments and additions to such portion of said regulations now or hereinafter enacted.

(5) "Composite sample" means a flow-proportional or time-proportional sample, which accurately represents the average pollutant concentration discharged during a continuous time period. A composite sample may be obtained manually or automatically, and it may be taken discretely or continuously. For manual composite sampling, at least six individual samples from each sample point shall be combined and mixed to obtain one composite sample; flow-proportion may be obtained either by varying the time interval between each discrete sample or the volume of each discrete sample.

(6) "Critical user" means a discharger whose wastewater contains priority pollutants, or who discharges any waste which has the potential to cause interference in concentration above those allowed in this chapter and/or who discharges in excess of one hundred thousand (100,000) gallons per day.

(d) "D" definitions:

(1) "Diluting waters" means noncontact cooling water, boiler blowdown, domestic sewage, groundwater, stormwater, surface drainage, reverse osmosis reject, water softener regeneration, potable waters, or any other waters that are not part of an industrial process and that do not contain priority pollutants but are combined with industrial wastewater prior to the monitoring point for industrial wastewater discharge. "Diluting waters" also includes excess water used in production processes, such as rinse tanks or rinse water running when in production in excess of operational or quality requirements.

(2) "Director," for purposes of this chapter, shall mean the Director of Water and Sewer Utilities or his/her designee.

(3) "Discharger" means any person discharging wastewater into the sanitary sewer system.

(4) "Domestic wastewater" means wastewater from private residences and other premises resulting from the use of water for personal washing, sanitary purposes and/or the elimination of human wastes and related matter.

(e) "E" definitions:

(1) "Existing source" means any source of discharge that is not a new source.

(f) "F" definitions:

(1) "Food service establishment" means a user that prepares and/or sells food for consumption either on or off the premises or washes utensils or dishes on premises that may contribute grease to the sewer system, including, but not limited to, restaurants, sandwich shops, delicatessens, bakeries, cafeterias, markets, bed and breakfast inns, motels, hotels, meeting halls, caterers, retirement and nursing homes or pizzerias. The term, as used in this chapter, does not refer to food stores or establishments that do not prepare food on premises and do not process food in a manner which may contribute grease to the sewer system.

(g) "G" definitions:

(1) "Garbage" means wastes from the preparation, cooking, and dispensing of foods, and from the handling, storage, and sale of produce.

(2) "Grab sample" means a single discrete sample collected at a particular time and place that represents the composition of the waste stream only at that time and place.

(3) "Grease" means liquid or other waste containing floatable and/or dispersed grease, vegetable oil, petroleum oil, nonbiodegradable cutting oil, or fat, oil or grease products of animal, vegetable or mineral origin which is detectable and measurable using

analytical test procedures established in the United States Code of Federal Regulations, 40 CFR Section 136.

(4) "Grease control device" means a grease interceptor, grease trap, mechanical grease removal device or other device approved for use by the Director.

(5) "Grease interceptor" means a large tank installed underground and designed to collect and control solid-food wastes and floating grease from wastewater prior to discharge into the sanitary sewer collection system. Grease interceptors are normally installed outside the building and use gravity to separate grease from the wastewater as it moves from one compartment of the interceptor to the next.

(6) "Grease trap" means a device placed under or in close proximity to sinks or other fixtures likely to discharge grease in an attempt to separate, trap and hold oil and grease substances.

(h) Reserved for future use.

(i) "I" definitions:

(1) "Industrial user" means any nonresidential user that discharges industrial wastes to the sanitary sewer system.

(2) "Industrial wastes" means the wastes from producing, manufacturing, and processing operations of every kind and nature.

(3) Interference.

(A) "Interference" means a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the processes or operation of the sanitary sewer system, including the plant, or causes or significantly contributes to a violation of any requirement of the National Pollutant Discharge Elimination System (NPDES) permit, which is a permit issued to the City pursuant to Section 402 of the Clean Water Act.

(B) "Interference" also includes prevention of biosolids use or disposal by the plant in accordance with published regulations providing guidelines under Section 405 of the Federal Clean Water Act (33 U.S.C. Sections 1251 through 1387) or in regulations developed pursuant to the Solid Waste Disposal Act (SWDA) (42 U.S.C. Section 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 through 2654), or more stringent State regulations (including those contained in any State biosolids management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the plant.

(j) Reserved for future use.

(k) Reserved for future use.

(l) "L" definitions:

(1) "Low flow discharger" means an industrial discharger whose average process flow, as shown on the discharger's application to discharge and as measured as a rolling six-month average, is less than one thousand (1,000) gallons per day.

(m) "M" definitions:

(1) "Maximum allowable concentration" means the highest permissible concentration or other measure of pollutant magnitude taken at a specific point in time.

(2) "Mechanical grease removal device" means a power operated device or combination of devices using electrical equipment to heat, filter, siphon, skim or otherwise separate and retain floating grease and solid food waste prior to the wastewater exiting the trap and entering the sanitary sewer collection system.

(n) "N" definitions:

(1) "New source" means:

(A) Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication

of proposed pretreatment standards under Section 307(c) of the Clean Water Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section; provided, that:

(i) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(ii) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(iii) The production or wastewater generating processes of the building, structure, facility or installation are, in the sole judgment of the Director, substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(B) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (n)(1)(A)(ii) or (iii) of this section but otherwise alters, replaces, or adds to existing process or production equipment.

(C) Construction of a new source as defined under this definition has commenced if the owner or operator has:

(i) Begun, or caused to begin, as part of a continuous on-site construction program:

a. Any placement, assembly or installation of facilities or equipment; or

b. Significant site preparation work, including clearing, excavating, or removal of existing buildings, structures, or facilities, which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(ii) Entered into a contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

(o) "O" definitions:

(1) "Owner" means any person who owns private premises that contain a source as defined in this section.

(2) "Operator" means any person who owns, leases, operates, controls, or supervises a source as defined in this section.

(p) "P" definitions:

(1) "Pass-through" means a discharge which exits the plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the plant's NPDES permit, including an increase in the magnitude or duration of a violation.

(2) "pH" means the logarithm of the reciprocal of the concentration of hydrogen ions in moles per liter of solution.

(3) "Plant" means the San Jose/Santa Clara Water Pollution Control Plant.

(4) "Pollutant not present" means a pollutant regulated by a categorical pretreatment standard that is not used or stored in a categorical industrial user's facility, is not

added to or created by any industrial or pretreatment process at the facility, and is not present above the background levels of the water supply.

(5) "Pretreatment standard" means prohibited discharge standards, categorical pretreatment standards, and local limits.

(6) "Priority pollutants" means all pollutants as defined by the "General Pretreatment Regulations" of the Environmental Protection Agency, found at Title 40, Chapter 1, Subchapter W, Parts 401 and 403 of the Code of Federal Regulations.

(7) "Process flow" means the daily, twenty-four (24)-hour flow of wastewater from any kind or nature of production, manufacturing, or processing operation, including industrial and commercial operations where water is used for the removal of any type of waste other than sanitary sewage. Process flow does not include diluting waters.

(q) Reserved for future use.

(r) "R" definitions:

(1) "Reasonable control measures" means control technologies, best management practices, source control practices, and waste-minimization procedures that prevent or reduce the introduction of pollutants to the sanitary sewer system and are determined by the Director to be cost-effective for particular industry groups, business types, or specific industrial processes.

(s) "S" definitions:

(1) "Sanitary sewage" means water-carried wastes from residences, business buildings, institutions, and industrial establishments, excluding ground, surface, and stormwaters, subsurface drainage, and also excluding industrial waste.

(2) "Sanitary sewer overflow" is any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system, including

overflows or releases that reach waters of the United States, overflows or releases that do not reach waters of the United States, and backups into buildings and/or private property caused by conditions within the publicly owned portion of the sewer system.

(3) "Sanitary sewer system" means all sewers, treatment plants, and other facilities owned or operated by the City for carrying, collecting, pumping, treating, and disposing of sanitary sewage and industrial wastes.

(4) "Sewer" means a pipe or conduit for carrying sewage.

(5) "Sewer lateral" (same as "sewer service lateral") means the sewer connection piping used to convey sewage from a building or facility on a parcel (private or public property) to the City-owned sewer main. Each sewer lateral is owned by the entity that owns the property or facility from which that sewer lateral serves to convey sewage.

(6) "Significant change" means any change in an industrial user's operation that results in any of the following:

(A) An increase or decrease in annual average process flow of twenty-five percent (25%) over the standard discharger's average process flow for the discharger's most immediate preceding twelve (12) months.

(B) An increase or decrease in annual average process flow that results in a change from low flow discharger to standard discharger or from standard discharger to low flow discharger.

(C) An increase or decrease in annual average process flow that results in a change from non-significant industrial user to significant industrial user or from significant industrial user to non-significant industrial user.

(D) An increase or decrease in annual production rate of twenty-five percent (25%) for any industrial user subject to production-based limits over the industrial user's production rate for the most immediate preceding twelve (12) months.

(E) Adding of deleting process discharge or sample points.

(F) Waiver of monitoring requirements for any pollutant not present.

(7) "Significant industrial user" means:

(A) An industrial user that has processes subject to categorical pretreatment standards except as provided under subsection (C); or

(B) An industrial user that:

(i) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the sanitary system (excluding sanitary, noncontact cooling and boiler blowdown wastewater); or

(ii) Contributes a process waste-stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the plant; or

(iii) Is designated as such by the Director on the basis that it has a reasonable potential for adversely affecting the plant's operation or for violating any pretreatment standard or requirement.

(C) A significant industrial user does include an industrial user that has processed subject to categorical pretreatment standards if the industrial user:

(i) Does not discharge more than 100 gpd of total categorical process wastewater;

(ii) Has complied with all applicable categorical pretreatment standards;

(iii) Never discharges any untreated concentrated wastewater; and

(iv) Submits annually a certificate statement pursuant to 40 CFR 403.12(g).

(8) An industrial user is in "significant noncompliance" if it has a violation or violations meeting one or more of the following criteria:

(A) Chronic violations of wastewater discharge limits defined here as those in which sixty-six percent (66%) or more of all the measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR Section 403.3(l);

(B) Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR Section 403.3(l), multiplied by the applicable TRC (TRC equals 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

(C) Any other violation of a pretreatment standard or requirement as defined by 40 CFR Section 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of the Director personnel or the general public);

(D) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the plant's exercise of its emergency authority to halt or prevent such a discharge;

(E) Failure to meet, within ninety (90) days after the scheduled due date, a compliance schedule milestone contained in a discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(F) Failure to provide, within forty-five (45) days after the due date, required reports such as baseline monitoring reports, ninety (90)-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(G) Failure to accurately report noncompliance; and

(H) Any other violation or group of violations, which may include a violation of reasonable control measures, which the Director or determines will adversely affect the operation or implementation of the pretreatment program.

(9) "Slug control plan" means the document prepared pursuant to 40 CFR 403.8(f)(1)(iii)(B)(6) by a significant industrial user that describes the procedural and operational controls in place to prevent a slug load or slug discharge.

(10) "Slug load" or "slug discharge" means any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or noncustomary batch discharge, which has a reasonable potential to cause interference or pass-through or in any other way cause a violation of the provisions of this chapter or applicable permit conditions.

(11) "Source" means any building, structure, facility or installation from which there is or may be a potential as determined by the Director discharge pollutants above the local limits included in this chapter or State or Federal limits or wastewater of such volume or strength that it may cause interference, pass through or operational problems in the sanitary sewer system or at the San Jose/Santa Clara Water Pollution Control Plant.

(12) "Standard discharger" means any industrial discharger who is not a low flow discharger.

(13) Standard Methods.

(A) "Standard methods" means the procedures set forth in the Code of Federal Regulations, unless the use of another method for the analysis of industrial wastewater has been approved in writing in advance by the Director.

(B) All analyses shall be performed by a laboratory certified by the State for the specific pollutants and matrix to be analyzed, unless otherwise approved in writing, by the Director, prior to performance of a sample analysis.

(14) "Stormwaters" means the flow across any surface or in storm sewers resulting from rainfall.

(15) "Suspended solids" means solids that either float on the surface of, or are in suspension in, water, sewage, or other liquids and that are removable by laboratory filtering.

(t) "T" definitions:

(1) "Total toxic organics (TTOs)" are the sum of the concentrations for each of the regulated toxic organic compounds listed at Title 40, Chapter 1, Subchapter W, Part 401, Section 401.15 CFR and are found in the discharge at a concentration greater than ten micrograms per liter. Some categorical standards (40 CFR Sections 405 through 471) list the specific toxic organic compounds that are to be included in the summation.

(2) "Trucked or hauled waste" means any waste discharged into the sanitary sewer system after being placed in a motorized vehicle for removal from the location where the waste was generated or produced.

(u) "U" definitions:

(1) "Upset" means an unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the

industrial user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

(2) "User" means any person responsible for payment of sewer service charges.

(v) Reserved for future use.

(w) Reserved for future use.

(x) Reserved for future use.

(y) "Y" definitions:

(1) "Yellow grease" means grease which is associated with food preparation or processing, which has not been contaminated with wash water or chemicals, or by being spilled or otherwise contaminated.

(z) "Z" definitions:

(1) "Zero discharger" or "ZDC" means an industrial facility that performs any categorical process subject to Federal pretreatment standards, as described in 40 CFR 405 through 471, that has any connection to the sanitary sewer system, but does not discharge wastewater from the categorical process to the sanitary sewer. (Ord. 1901 § 2, 11-27-12)."

SECTION 2: That Section 13.10.450 ("Delinquent fees") of Chapter 13.10 ("Sewers") of Title 13 ("Public Services") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"13.10.450 Delinquent fees.

(a) Discharge Permit applications are due ninety (90) days prior to (1) commencing discharge to the sanitary sewer system, (2) commencing operation of a zero discharging categorical process, or (3) expiration of the existing discharge permit. Any person who fails to

file a discharge permit application by the application due date prior to discharge shall be assessed a penalty for delinquent filing as follows:

(1) Up to and including thirty (30) days after the application due date, the penalty shall be fifty percent (50%) of the permit fee.

(2) Thirty one (31) to ninety (90) days after the application due date, the penalty shall be one hundred percent (100%) of the permit fee.

(3) Ninety-one (91) days to one (1) year after the application date, the penalty shall be two hundred percent (200%) of the permit fee.

(4) More than a one-year after the application due date, the penalty shall be one thousand percent (1,000%) of the permit fee.

(b) Such penalties shall be in addition to any other penalties or fines that may be levied, and they are in addition to any other remedies that the City may have with respect to the discharge.

(c) The Director may waive the assessment of penalty if the industrial discharger meets all of the following requirements:

(1) the industrial discharger has submitted a completed application to no later than thirty (30) days from the date the application was due;

(2) the industrial discharger has applied to the for a waiver no later than thirty (30) days form the date the application was due;

(3) the industrial discharger submitted timely applications for (a) the five (5) years immediately prior the present late application, or (b) the two (2) years immediately prior to the present late application if the industrial discharger has discharged for less than five (5) years; and

(4) the industrial discharger can provide documentation that (a) the application was postmarked or received by the Plant no later than three (3) days after the application due date, or (b) failure to submit a timely application was due to circumstances beyond the control of the industrial discharger, and cured despite the exercise of ordinary care and the absence of willful neglect."

SECTION 3: That Section 13.10.500 ("Permit conditions") of Chapter 13.10 ("Sewers") of Title 13 ("Public Services") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"13.10.500 Permit conditions.

(a) Discharge permits shall be expressly subject to all provisions of this chapter and all other regulations, user charges, discharge limitations, and fees established by the City and all applicable local, State, and Federal law and regulations.

(b) The permit may include such terms and conditions as the Director may deem necessary to implement this chapter, or any other applicable local, State, or Federal law and regulations, including, but not limited to:

(1) Limits on the average and maximum wastewater volume, constituents and characteristics;

(2) Requirements for installation and maintenance of flow monitoring, inspection, and sampling facilities;

(3) Specifications and pretreatment requirements for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests, and reporting schedule;

(4) Compliance schedules;

(5) Requirements for submission of technical reports or discharge reports;

(6) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the City and affording the City access thereto;

(7) Requirements for notification to the City of any new introduction of wastewater constituents or any significant change in the volume or character of the wastewater constituents being introduced into the wastewater stream;

(8) Requirements and plans for protection against accidental discharges, including, but not limited to, berming of chemicals and waste materials. The review and approval of such plans and operating procedures shall not relieve the user of the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this Code or other State or Federal regulations;

(9) Requirements for notification of accidental discharges;~~.~~

(10) Requirements for submission of a slug control plan or specific elements thereof."

SECTION 4: That Section 13.10.580 ("Discharge reports") of Chapter 13.10 ("Sewers") of Title 13 ("Public Services") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

13.10.580 Discharge reports.

(a) Dischargers are subject to the reporting requirements as contained in Title 40 CFR. The Director may require that any person connected to or discharging wastewater into the sanitary sewer system file additional periodic discharge reports or a zero discharge report.

(b) The periodic discharge report may be required to include, but need not be limited to, nature of process, volume, rates of flow, mass emission rate, hours of operation, number of employees, hauling record, potential slug discharge, or other information which relates to the

generation of waste, including wastewater constituents and characteristics in the wastewater discharge and the ability of the discharger to meet applicable discharge limits.

(c) The zero discharge report shall certify that the zero discharger user does not discharge any process water to sanitary sewer system, or for a zero discharge categorical user, discharge any categorical process water or ancillary process water to the designated zero discharge categorical sample point or into the sanitary sewer system. This report may be required to include, but need not be limited to, the nature of the process, hours of operation, number of employees, hauling records, or other information that relates to the generation of wastes.

(d) The Director may also require such periodic discharge reports and zero discharge reports to include information concerning the chemical constituents and quantity of chemicals stored on site, including waste hauling records or other information, which relates to the generation of wastes even though they may not normally be discharged.

(e) In addition to discharge reports, the Director may require dischargers to submit such additional reports as may be necessary to allow the City to evaluate the discharger's ability to comply with this chapter, including but not limited to best management practice or self-monitoring reports.

(f) It shall be unlawful for any person who has discharged wastewater to the sanitary sewer system to refuse to file any report requested by the Director or to file any report after the application due date specified by the Director.

(g) Sampling and analysis shall be performed in accordance with 40 CFR Section 136 and amendments thereto. Where 40 CFR Section 136 does not contain sampling or analytical methods for the pollutant in question, or where the Director determines that the application of 40 CFR 136 is inappropriate for the pollutant question, sampling and analysis shall be performed by using analytical methods validated by the Director.

13.10.585 Upset – Rebuttal.

The following circumstances may be raised as an affirmative defense to an action brought for noncompliance with categorical pretreatment standards:

(A) The industrial user can demonstrate through properly signed, contemporaneous operating logs, or other relevant evidence that:

(i) the industrial user can identify the cause(s) of the upset;

(ii) when the upset occurred, the facility was being operated in a prudent and workman-like manner, and in compliance with applicable operation and maintenance procedures;

(iii) the industrial user has submitted the following information to the Plant:

(a) A description of the discharge to the Plant and the cause of the noncompliance;

(b) the period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue: and

(c) steps being taken and/or planned to be taken to reduce, eliminate and prevent recurrence of the noncompliance.

(iv) the industrial user shall report the information specified in subsection (A)(iii) to the or designee within twenty-four (24) hours of becoming aware of the upset, and provide written notice within five (5) days of becoming aware of the upset.

(B) The industrial user seeking to establish the occurrence of an upset as an affirmative defense shall have the burden of proof.

(C) The industrial user shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of

treatment is provided. The requirement under this section applies even in a situation where the primary source of power of the treatment facility is reduced, lost, or fails."

SECTION 5: That a Section 13.10.670 ("Waiver of pollutants not present") is added to Chapter 13.10 ("Sewers") of Title 13 ("Public Services") of "The Code of the City of Santa Clara, California," ("SCCC") to read as follows:

"13.10.670 Waiver of pollutants not present.

(a) A categorical industrial user seeking to request a waiver of monitoring requirements for pollutants not present must submit the following with its permit application:

(1) Data from at least one sampling of the facility's process wastewater prior to any treatment that is representative of all wastewater from all processes;

(2) Signature in compliance with section 14.10.460

(3) Certification statement as specified under 40 CFR 403.6(a)(2)(ii); and

(4) Other technical factors as may be required by the Director to demonstrate that the pollutant is not present in the industrial user's discharge.

(b) If approved, the waiver shall be included as part of the categorical industrial user's discharge permit. The categorical industrial user must certify in each self monitoring report with the statement set forth in 40 CFR 403.12(e)(2)(v) that there has been no increase in the wastestream due to the activities of the user of the pollutant that was waived.

(c) The waiver shall only be valid for the term of the permit, and a new request for waiver must be submitted for each new permit."

SECTION 8: 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 9: 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 10: 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 11th day of February, 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. 1920

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 expessing 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: 2/19/2014

Dated at Santa Clara, California

This _____20TH day of _____FEBRUARY_____, 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. 1920

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 13.10 ("SEWERS") OF TITLE 13 ("PUBLIC SERVICES") BY AMENDING SECTIONS 13.10.020, 13.10.580, 13.10.450, 13.10.500, AND ADDING SECTION 13.10.670 OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

The proposed ordinance amendments include administrative changes, such as clarification of definitions and reporting requirements for regulated facilities as described in Title 40 of the Code of Federal Regulations. Specifically, it adds new definitions and modifies the permitting and reporting requirements for certain industrial dischargers, and makes other technical and conforming changes to the City's Sewer Use Ordinance.

DATE OF ORDINANCE INTRODUCTION: February 11, 2014

DATE OF PUBLIC HEARING: February 25, 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.: 2/19/2014

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-1

Santa Clara All-America City 2001

Date: February 11, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Approval of an Agreement for Design Professional Services with Kimley-Horn and Associates, Inc. for the Mission College Boulevard and the Stevens Creek Boulevard Traffic Signal Interconnect and Coordination Project (CE 13-14-05)

EXECUTIVE SUMMARY:

The City received two Transportation Fund for Clean Air (TFCA) grants to replace existing traffic signal controller cabinets and traffic signal service cabinets, install new traffic signal communication conduits, pullboxes, and fiber optic cables for the City's Centralized Traffic Signal Network System. City staff issued a Request for Proposal to qualified professional engineering consulting firms on November 07, 2013 for design professional services for interconnection and coordination of traffic signals at seven (7) signalized intersections along Mission College Boulevard, between Mission College Turn-around (west of Great America Parkway) and Montague Expressway and at eight (8) signalized intersections along Stevens Creek Boulevard, between Stern Avenue and Woodhams Road. The City received proposals from two firms. Kimley-Horn and Associates, Inc. (KHA) is being recommended to perform the design based on expertise of their design team, commitment to provide internal quality assurance/quality control, and familiarity of City's standards and requirements. KHA has also provided professional design services for the City on three recent and very similar traffic signal interconnect and coordination projects.

A Design Professional Service Agreement has been prepared by the Traffic Engineering Division for services by Kimley-Horn and Associates, Inc. for the design of a traffic signal interconnect system along Mission College Boulevard and along Stevens Creek Boulevard. The Agreement prepared by staff was approved as to form by the City Attorney's Office. A copy of this agreement has been placed in Council offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this Agreement will allow the Consultant to begin design of the traffic signal interconnect system, preparation of traffic signal coordination timing plans, and remain on schedule to meet grant deadlines.

ECONOMIC/FISCAL IMPACT:

The Agreement is for $104,500 in Basic Services and $10,450 for Additional Services, for a total contract amount not to exceed $114,950. Appropriations for this Project are available in Mission College Boulevard Signal Timing and Interconnect Project (533-4433-80100-1366-(G) TFC14) and Stevens Creek Boulevard Signal Timing and Interconnect Project (533-4433-80100-1368-(G) TFC14). Since the funding sources for the project comes from these Grants, there will be no impact to the General Fund.

RECOMMENDATION:

That the Council:

1. Approve and authorize the City Manager to execute the Agreement for Design Professional Services with Kimley-Horn and Associates, Inc. for the Mission College Boulevard and the Stevens Creek Boulevard Traffic Signal Interconnect and Coordination Project (CE 13-14-05) for an amount not to exceed $114,950; and
2. Authorize the City Manager to make minor, non-substantive modifications, if necessary.

Rajeev Batra

Rajeev Batra
Director of Public Works / City Engineer

Certified as to Availability of Funds: AK

533-4433-80100-1366-(G)TFC14	$43,663.00
533-4433-80100-1368-(G)TFC14	$71,287.00

Angela Knestock

for Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

MAJORITY VOTE OF COUNCIL

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Agreement for Design Professional Services with Kimley-Horn and Associates, Inc.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND KIMLEY-HORN AND ASSOCIATES, INC. FOR MISSION COLLEGE BOULEVARD AND STEVENS CREEK BOULEVARD TRAFFIC SIGNAL INTERCONNECT AND COORDINATION PROJECT

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2014, ("Effective Date") by and between Kimley-Horn and Associates, Inc., a North Carolina corporation, with its principal place of business located at 3001 Weston Parkway, Cary, North Carolina 27513-2301 ("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 ("Local Agency"). Local Agency and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. Local Agency desires to secure design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and,

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers, and licensed professional land surveyors; and,

C. Consultant represents that it, and its sub-consultants, 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,

D. 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. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Consultant shall furnish all technical and design professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by Local Agency at his/her own risk and expense. Services to be provided to Local Agency 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.

Consultant acknowledges that the execution of this Agreement by Local Agency is predicated upon representations made by Consultant in that certain document entitled "Proposal and Pricing for Professional Services for the Mission College Boulevard and Stevens Creek Boulevard (Two Corridors) Traffic Signal Interconnect and Coordination Project", dated November 21, 2013 ("Proposal") parts of which have been approved by the Local Agency and set forth in Exhibit A, which constitutes the basis for this Agreement.

Consultant shall incorporate the Local Agency's latest Standard Specifications, Details, Design Criteria, and any Caltrans' approved environmental documents into the Plans, Specifications, and Estimates (PS&E) of the proposed scope of work. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner (SEP) signs the Categorical Exclusion (CE), a Caltrans Deputy District Director signs the Finding of No Significant Impact (FONSI), or the Caltrans District Director signs the Record of Decision (ROD).

2. 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 **December 31, 2017.**

The Consultant is advised that any recommendation for contract award is not binding on the Local Agency until the contract is fully executed and approved by the Local Agency.

3. CONSULTANT'S SERVICES TO BE APPROVED BY A LICENSED DESIGN PROFESSIONAL.

A. All PS&E, reports, engineering data, and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. QUALIFICATIONS OF CONSULTANT - STANDARD OF WORKMANSHIP.

Consultant 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 Local Agency expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant 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.

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The PS&E, designs, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to Local Agency. 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 Local Agency for similar projects.

5. ASSIGNMENT OF DUTIES.

The Consultant's Project Manager for this Agreement is Kevin Aguigui and Local Agency's Project Manager (or Administrator) is Marshall Johnson.

No other person(s) will be assigned from Consultant other than the approved Project Manager listed in this Section and other the approved staff identified on Exhibit B, SCHEDULE OF FEES. It is agreed by and between the Parties that should it be desirable for any other person to work under this Agreement, such person may only be added with the express written consent of Local Agency.

6. MONITORING OF SERVICES.

Local Agency, the State, and Federal Highway Administrator (FHWA) may monitor, including the daily review and inspection, the Services performed under this Agreement to determine whether Consultant's operation conforms to Local Agency policy and to the terms of this Agreement. Local Agency may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable Local Agency, County, State, and FHWA requirements. If any action of Consultant constitutes a breach, Local Agency may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Consultant 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. Consultant agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Local Agency when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, Local Agency may make corrections or replace materials or services and charge Consultant for the cost incurred by Local Agency.

8. PERFORMANCE OF SERVICES.

Consultant shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by Local Agency. Consultant shall be as fully responsible to Local Agency for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it. Consultant will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. RESPONSIBILITY OF CONSULTANT.

Consultant shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither Local Agency'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 Consultant shall be and remain liable to Local Agency in accordance with applicable law for all damages to Local Agency caused by Consultant's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by Local Agency of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Consultant shall not in any respect absolve Consultant from the responsibility Consultant 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. FUNDING REQUIREMENTS.

A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the Local Agency for the purpose of this contract. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or Local Agency governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. The Local Agency has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

11. COMPENSATION AND PAYMENT.

In consideration for Consultant's complete performance of Services, Local Agency shall pay Consultant for all materials provided and services rendered by Consultant at the rate per hour for labor and cost per unit for materials, including travel and per diem, unless otherwise expressly so provided, as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

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Consultant will bill Local Agency on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by Local Agency. Invoices submitted shall include, but not limited to, description of work/task performed, percentage of completion for each task, amount for current invoice, previous invoiced amount, invoiced-to-date amount, contract amount, and remaining contract amount (or in format acceptable by the Local Agency), and all supporting documentation for amount requested for payments. Local Agency will pay Consultant within thirty (30) days of Local Agency's receipt of invoice and all supporting documentations.

12. CONTINGENT FEE.

Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the Local Agency has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

13. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

14. 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. In the event of such termination, the Local Agency may proceed with the work in any manner deemed proper by the Local Agency. 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, Consultant shall discontinue further services as of the effective date of termination, and Local Agency shall pay Consultant for all Services satisfactorily performed up to such date, unless the cost of completion to the Local Agency exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due the Consultant under this agreement and the balance, if any, shall be paid the Consultant upon demand.

15. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

Local Agency and Consultant 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 Local Agency. Consultant shall not hire or substitute sub-consultants without express written permission from Local Agency.

The Consultant shall perform the Services with resources available within its own organization; and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by the Local Agency, except that which is expressly identified in the Local Agency's approved Cost Proposal. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to sub-consultants.

16. 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.

17. INDEPENDENT CONSULTANT.

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Local Agency. Consultant has full rights, however, to manage its employees in their performance of Services under this Agreement. Consultant is not authorized to bind Local Agency to any contracts or other obligations.

18. NO PLEDGING OF LOCAL AGENCY'S CREDIT.

Under no circumstances shall Consultant have the authority or power to pledge the credit of Local Agency or incur any obligation in the name of Local Agency. Consultant shall save and hold harmless the Local Agency, its Local Agency Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of Local Agency's credit by Consultant under this Agreement.

19. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of Local Agency, 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 Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

20. USE OF LOCAL AGENCY NAME OR EMBLEM.

Consultant shall not use Local Agency'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 Local Agency.

21. 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 Local Agency but Consultant may retain and use copies thereof. Local Agency shall not be limited in any way or at any time in its use of said material. However, Consultant 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.

22. RIGHT TO INSPECT RECORDS OF CONSULTANT.

Local Agency, through its authorized employees, representatives or agents; the State; and FHWA 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 Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Local Agency. Any expenses not so recorded shall be disallowed by Local Agency.

Consultant shall submit to Local Agency, State, and FHWA any and all reports concerning its performance under this Agreement that may be requested by Local Agency, State, and FHWA in writing. Consultant agrees to assist Local Agency in meeting Local Agency's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

23. CORRECTION OF SERVICES.

Consultant agrees to correct any incomplete, inaccurate or defective Services at no further costs to Local Agency, when such defects are due to the negligence, errors or omissions of Consultant.

24. FAIR EMPLOYMENT.

Consultant 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.

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25. DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISES (UDBE) PARTICIPATION.

Consultants are strongly encouraged to use services offered by financial institutions owned and controlled by Disadvantaged Business Enterprise (DBE) and Underutilized Disadvantaged Business Enterprise (UDBE) firms. Consultant will be required to submit "Local Agency Proposer DBE Information (Consultant Contracts)" and "Local Agency Proposer UDBE Information (Consultant Contracts)" or written statement explaining why DBE and UDBE firms were not utilized in its proposal.

The term "Disadvantaged Business Enterprise" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).

The term "Underutilized Disadvantaged Business Enterprise" means the DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.

The term "Small Business" (SB) is as defined in 49 CFR 26.65.

26. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify Local Agency, 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 out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, sub-consultants, or agents in the performance, or non-performance, of services under this Agreement.

27. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall purchase and maintain in full force and effect, at no cost to Local Agency 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.

28. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Local Agency.

29. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Local Agency and Consultant. No other understanding, agreements, conversations, or otherwise, with any representative of Local Agency 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 Local Agency.

30. 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.

31. WAIVER.

Consultant agrees that waiver by Local Agency 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.

32. NOTICES.

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

City of Santa Clara
Attention: Rajeev Batra, Director of Public Works/City Engineer
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 1-408-985-7936

And to Consultant addressed as follows:

Kimley-Horn and Associates, Inc.
Attention: Randall Durrenberger
1300 Clay Street, Suite 325
Oakland, CA 94612
or by facsimile at (916) 608-0885

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.

33. 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.

34. 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.

35. RETENTION OF RECORDS/AUDIT.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; the Consultant, sub-consultants, and the Local Agency shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The state, the State Auditor, Local Agency, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

36. AUDIT REVIEW PROCEDURES.

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Local Agency's Director of Finance.

B. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the Local Agency's Director of Finance of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the Local Agency will excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

37. CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR.

A. If claims are filed by the Local Agency's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the Local Agency's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. Consultant's personnel that the Local Agency considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the Local Agency. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

C. Services of the Consultant's personnel in connection with the Local Agency's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

D. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

38. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.

In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

39. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and Local Agency 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.

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40. COMPLIANCE WITH ETHICAL STANDARDS.

Consultant shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO AN AGREEMENT WITH THE LOCAL AGENCY (CITY OF SANTA CLARA), CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

41. CONFLICT OF INTERESTS.

A. This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Consultant certifies that to the best of its knowledge, no Local Agency officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant 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. Consultant will advise Local Agency if a conflict arises.

B. Consultant shall disclose any financial, business, or other relationship with Local Agency that may have an impact upon the outcome of this Agreement, or any ensuing Local Agency construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing Local Agency construction project, which will follow.

C. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

D. The Consultant hereby certifies that neither Consultant, nor any firm affiliated with the Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultants who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

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42. DEBARMENT AND SUSPENSION CERTIFICATION.

The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the Local Agency. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

43. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION.

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Local Agency employee. For breach or violation of this warranty, Local Agency shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

44. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; **Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying"** in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

[Paragraph 45 and signatures follow on page 15]

45. STATEMENT OF COMPLIANCE

The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

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 and agree, for and in consideration of the payments to be made, conditions mentioned, and work to be performed, to diligently perform in accordance with 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

"LOCAL AGENCY"

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

By: _____
(Signature of Person executing the Agreement on behalf of Consultant)

Name: Randall Durrenberger

Title: Vice President

Local Address: 1300 Clay Street, Suite 325
Oakland, CA 94612

Telephone: (510) 625-0712

Fax: (916) 608-0885

"CONSULTANT"

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AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
MISSION COLLEGE BOULEVARD AND STEVENS CREEK BOULEVARD TRAFFIC SIGNAL INTERCONNECT AND COORDINATION PROJECT

EXHIBIT A

SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS TO BE PROVIDED TO LOCAL AGENCY BY CONSULTANT UNDER THIS AGREEMENT:

I. GENERAL

The City of Santa Clara desires to engage a professional Consultant for the services described in the below BASIC SCOPE OF SERVICES.

Consultant shall be expected to provide complete, professional, high-quality services and products; to provide consultation and work with the City staff and others who are involved with the Project; and to provide the expertise, guidance, advice, assistance in accomplishing the work.

II. BACKGROUND AND PROJECT

A. BACKGROUND:

A.1 As part of City-wide improvements on City's traffic systems and their coordination, the City is in various phases of several Traffic Signal Interconnect and Coordination Projects. The City is proceeding next with the Traffic Signal Interconnect and Coordination Improvements and wishes to engage the professional services of a Consultant to design the Traffic Signal Interconnect and Coordination Improvements on Mission College Boulevard, from Mission College Turn-around (west of Great America Parkway) to Montague Expressway, (Mission College Corridor), on Stevens Creek Boulevard, from Tantau Avenue to Woodhams Road, and to produce bid documents for said corridor (Project).

B. PROJECT:

Consultant is to provide complete engineering study and design services for this Project, including: develop Plans, Specifications, and Estimates (PS&E) for traffic signal interconnect and coordination on the Mission College and Stevens Creek Corridors. The design services shall include the following elements:

B.1 Upgrading the existing traffic signal controller cabinets to NEMA TS2- Type 1 and installing new service pedestals (Type III-AF).

B.2 Preparation of design plans for the installation of new 288-strand Single-Mode Fiber Optic (SMFO) interconnect for the signalized intersections on Mission College Boulevard and Stevens Creek Boulevard.

B.3 Developing, implementing and fine-tuning traffic signal coordination plans for the signalized intersections on Mission College Boulevard and Stevens Creek Boulevard.

B.4 Perform "before" and "after" travel time and delay studies for the Mission College and Stevens Creek Corridors.

B.5 Integration and setup into the City's ATMS system, conversion of traffic signal timing sheets, and setup of communications.

B.6 Project also includes assisting the City with providing Bid, Construction, and Post-Construction Services.

Consultant is to provide professional services for this Project that meets the City's and Community's needs, is efficient and cost-effective, and is within the approved budget and schedule, meeting all the Project goals.

III. BASIC SCOPE OF SERVICES

A general description of the services, tasks, and responsibilities required of the Consultant are as follows:

A. RESPONSIBILITIES OF CITY:

A.1 The City shall make available aerial photos (if needed), most recent traffic volume counts (when available), timing sheets (when available), record drawings (when available), City utility plat maps, contact information of other agencies, AutoCAD drawing template, Design Criteria, and Standard Details and Specifications.

B. PREAMBLE TO BASIC SERVICES:

B.1 The Consultant shall provide approved personnel, including Sub-consultants, to perform the services described in the paragraphs below:

a) Field visits to the Project site and perform topographic surveys on both Mission College and Stevens Creek Corridors, including all intersections.

b) Perform needed traffic counts and study to develop PS&E.

c) Preparation of plans and specifications to upgrade existing traffic signal controller cabinets to NEMA TS2- Type 1 and install new service pedestals (Type IIIAF).

d) Design of installation of new 288-strand SMFO interconnect for the signalized intersections along Mission College and Stevens Creek Corridors.

e) Develop, implement and fine-tune traffic signal coordination plans for the signalized intersections on Mission College and Stevens Creek Corridors, including working with the County of Santa Clara (County), City of Cupertino, and City of San Jose, etc., where necessary.

f) Develop Synchro network for all of the signalized intersections under this Project.

g) Integrate Project intersections onto City's "NAZTEC ATMS.now" system.

h) Coordinate, prepare documents, and obtain approval (Encroachment Permit) from other Agencies (Caltrans, County, etc.) for works in their right-of-way, including attending meetings and preparing meeting agendas and minutes.

i) Prepare and submit PS&E at the 30%, 70%, 100% completion stages, and Final Bid Documents (P&S) to the City for review and comments.

j) Perform "before" and "after" travel time and delay studies.

k) Provide information and assistance during the bidding phase of this Project, including answering questions from bidders and preparation of addenda, when requested by the City.

l) Provide Construction support services, including attending Pre-Construction meeting, providing responses to Contractor's Submittals, Request(s) for Information (RFI), Request(s) for Substitution (RFS), and Change Order(s) (CO).

m) Provide Post-Construction services, including assisting City in determining if the Project is ready for the stage of completion as requested by the Contractor, a walk-through of the Project site, review of the Contractor Punch List, and preparation of Record Drawings.

B.2 The Consultant's Basic Services shall consist of the services described in Section C. BASIC SERVICES, below.

C. BASIC SERVICES:

C.1 Site Planning/Pre-Design:

a) Documents Collection & Project Overview with City: Consultant shall thoroughly research and review all relevant planning documents, maps, Record Drawings, signal timing sheets, existing phasing, coordination plans, and other pertinent information of existing Mission College and Stevens Creek Corridors. Consultant shall attend a kick-off meeting with City staff to review the Project's goals, scope, schedule, costs, team coordination, City process, and

public outreach strategy, plan, and goals. Consultant shall identify potential and excluded design/timing/coordination elements, available and/or required City documents, meeting locations, and approximate meeting dates.

b) Site Survey: Consultant shall conduct a detailed field review/investigation to gather critical information for the design. Such information shall include, but not be limited to, existing lane geometry; physical roadway features, roadway conditions such as on-street parking locations, bus stop locations, truck traffic, existing traffic parking restrictions, etc.; visible utilities, including existing equipment in place such as traffic signal controller cabinets, signal poles, pullboxes and other traffic signal furniture that are located behind the face-of-curb; examine existing interconnect conduits along both Mission College and Stevens Creek Corridors to determine available space for the new signal interconnect cables; potential accessibility issues; saturation flow rates for typical movements; travel speeds between intersections and along both Mission College and Stevens Creek Corridors; and commute travel patterns. Field information shall also be collected, confirmed, and then used to develop the signal timing plans.

c) Topographic Survey: Consultant shall perform topographic surveys for both Mission College and Stevens Creek Corridors. The surveys shall include the end intersections of the Corridor, from back-of-walk to back-of-walk, and pertinent visible utilities from back-of-walk to City's right-of-way lines. Gathered topographic survey information shall be used as a base layout/map for the Project's Plans.

d) Signal Timing Study: Consultant shall collect the necessary traffic data and coordinate with the City to obtain information for the Signal Timing Study (signal timing sheets, existing phasing, coordination plans, and additional signal timing preferences) and develop a "Synchro" (proprietary traffic software) network that shall include all of the signalized intersections under this Project. Consultant shall submit the Signal Timing Study to the City.

e) Traffic Data Collection: Consultant shall also manually collect new traffic data for the Project as follows:

1. Weekday Traffic Study: Traffic counts shall be manually collected on a Tuesday, Wednesday, or Thursday. Weekday counts shall include turning movement counts, including vehicular, pedestrian, and bicycle counts, and shall be collected during the weekday AM peak, Midday, and PM peak hours.

2. Weekend Traffic Study: Traffic counts shall be manually collected on Saturday only. Weekend counts shall include turning movement counts, including vehicular, pedestrian, and bicycle counts, and shall be collected during the Saturday peak period, not exceeding 3-hours.

Based on the Saturday counts and the 24-hour hose counts, Consultant shall estimate Sunday peak volumes.

3. Traffic counts shall not be collected on holidays, during abnormal weather conditions, on school breaks, or periods of scheduled lane or street closures for construction activities and/or special events.

Traffic data shall be collected at the following intersections:

- Mission College Boulevard and Mission College Turn-around
- Mission College Boulevard and Great America Parkway
- Mission College Boulevard and Marriott Hotel Entrance
- Mission College Boulevard and Freedom Circle
- Mission College Boulevard and Agnew Road
- Mission College Boulevard and Juliette Lane
- Mission College Boulevard and Burton Drive
- Stevens Creek Boulevard and Stern Avenue
- Stevens Creek Boulevard and Calvert Drive
- Stevens Creek Boulevard and Agilent Technologies Driveway
- Stevens Creek Boulevard and Lawrence Expressway SB off ramp
- Stevens Creek Boulevard and Lawrence Expressway NB on ramp
- Stevens Creek Boulevard and Cabot Avenue/Loma Linda Drive
- Stevens Creek Boulevard and Albany Drive/Cronin Drive
- Stevens Creek Boulevard and Woodhams Road

f) Machine Counts: Consultant shall perform 24-hour hose counts for five (5) consecutive days, from Wednesday through Sunday, to establish daily and weekly traffic patterns at the following locations:
   - Mission College Boulevard between Mission College Turn-around and Great America Parkway.
   - Mission College Boulevard between Juliette Lane and Burton Drive.
   - Stevens Creek Boulevard between Tantau Avenue and Calvert Drive.
   - Stevens Creek Boulevard between Cronin Drive/Albany Drive and Woodhams Road.

g) Before/After Study: Consultant shall conduct a floating car "Before" and "After" travel time study on Mission College Boulevard, between Mission College Turn-around and Montague Expressway and on Stevens Creek Boulevard, between Tantau Avenue and Woodhams Road. A minimum of six (6) runs shall be conducted in each direction during the weekday and weekend (Saturday only) peak periods. Consultant shall summarize the results in a technical memorandum to be submitted to the City.

h) Meeting Agenda and Minutes: Consultant shall prepare meeting agenda and meeting minutes for all meetings, including Agency and Public meetings and submit documents to the City within 7 business days from each meeting.

i) Project Schedule: Consultant shall prepare a detailed Project Schedule for the entire Project from Pre-Design Phase through Post-Construction Phase. Schedule shall be modified and submitted on a monthly basis with completed tasks and critical path items clearly identified.

j) Submittal Log: Consultant shall provide a Submittal Log summarizing City comments received to date. Submittal Log will include, but not be limited to, commenting department/agency, corresponding comments, response to comments, action items, person responsible for follow up, and corresponding dates. Submit submittal log in electronic format with each submittal.

C.2 Preliminary Design:

a) Consultant shall engage the City and affected Agencies in the design process through the identification and prioritization of potential enhancements to incorporate the City's overall coordination/interconnect goals, available construction budget, community and agency concerns, and long term operation and maintenance goals.

b) Consultant shall develop signal coordination plans during the weekday and weekend peak periods for both Mission College and Stevens Creek Corridors. Coordination plans shall include AM, Midday, and PM peak; Weekday off-peak, and Weekend periods. Coordination plans shall also include, but not be limited to, cycle length analysis, lead/lag phasing review, offset analysis, and split analysis. The 24-hour Average Daily Trip (ADT) counts shall be used to determine times of the day to implement the Signal Coordination Plans.

c) Consultant shall integrate all intersections within the Project into the City's "ATMS.now" system. Traffic System Integration shall include, but not be limited to, the following:
- Converting existing traffic controller databases into new databases.
- Setting up graphic interface in the "ATMS.now" system for real time status of the intersection (Mapping).
- Preparing and entering the new controller timings, including base timings, coordinated timings into the "ATMS.now" system.
- Establishing the communications connection between the "ATMS.now" system and each new traffic controller, both on a bench and when the traffic controllers are installed in the field.
- Field fine tuning of the traffic controller timings including coordination.

Once the databases of the existing traffic signal controllers have been converted to the new traffic signal controllers, Consultant shall conduct bench testing of the new controllers with the converted databases to confirm that the controller parameters are operating properly for each new traffic controller. All new traffic controller timings shall be consistent with the latest approved version of the California Manual on Uniform Traffic Control Devices.

Based on the City's preference, Consultant shall enter the new database into the new traffic controllers and upload into ATMS.now to establish the connection between ATMS.now and each new traffic controller. This shall entail both integrating the new controllers into ATMS.now during a bench test and then establishing the connection with newly installed traffic controllers in the field.

d) Consultant shall be present during traffic signal controller cutovers to observe operations and make any necessary modifications to controller parameters and timings. Consultant shall field fine tune the new signal timings, including coordination operations, once all of the signal timings have been installed in the traffic controllers in the field and the ATMS.now connection has been established.

C.3 Design:

a) Quality Assurance/Control: Consultant shall conduct a quality control (QC) review before each and every submittal to ensure all City's and affected Agencies' comments have been addressed, plans are drawn to scale and plotted to full size, and all existing and proposed improvements from previous submittal are shown.

b) Plans: Plans shall to be drawn on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to City's Design Criteria and fundamental engineering drawing standards. Plans shall be drawn by AutoCAD 2009 or earlier versions, using City-provided standard AutoCAD template with background layout from Consultant's topographic survey.

c) Meeting Coordination: Consultant shall plan, coordinate, schedule, and produce meeting minutes with action items for all meetings with the City and Project Manager, as deemed necessary to efficiently complete this phase of the design in a timely manner. The location of all meetings with the City shall be within the limits of the City of Santa Clara. The Consultant shall provide at least a 7-calendar day notice for such meetings.

d) Agency Approval: Consultant shall coordinate, apply, and obtain approval from other Agencies affected by this Project at appropriate stage of PS&E. If needed, City will assist the Consultant in any Encroachment Permit application with other Agencies.

e) 30% P&E: Consultant shall prepare the 30% concept Plans and construction cost Estimates. 30% Plans shall include, but not be limited to, general engineering drawing fundamentals, sketches showing new and existing items to be used or impacted by the Project; traffic signal interconnect conduit, pull boxes, controllers, service cabinets, poles, and loop detectors;

existing traffic striping, pavement markings, and message; existing improvements such as curbs, gutters, sidewalks, curb ramps, median islands, pork-chop islands at intersections, etc.; proposed minor civil construction required to upgrade curb ramps to ADA compliance; and ALL existing utilities such as water lines/laterals, meters/valves and fire hydrants, electric lines/vaults, poles and pull boxes, sanitary sewer (SS) and storm drain (SD) systems. 30% P&E submittal in Portable Document Format (PDF) format, with Plans in full size, via e-mail is acceptable.

Consultant shall also coordinate with Silicon Valley Power (SVP) regarding service applications for power disconnects/reconnects into new Type III AF service cabinets and complete required applications for City signature and submission.

f) 70% PS&E: Based on City's and other Agencies' comments, Consultant shall revise the 30% P&E to produce the 70% PS&E. Consultant shall provide 30% response matrix, which shall include the original comments with commenter's name and Department/Division, Consultant's responses to the comments, and final resolutions. Consultant shall prepare the 70% Specifications based upon the City-provided Project Specific Book Specifications – Book 1. The 70% construction cost Estimate shall include bid items detail break downs, which shall be used in the Project Specifications.

   70% PS&E submittal to City in PDF format, with Plans in full size, via e-mail is acceptable. 70% P&S submittal to other Agencies shall be in hard copies with number of copies as required by said Agencies.

   Consultant shall meet with the City to review of the 70% PS&E comments and to receive further directions to complete the final design. Consultant shall prepare meeting agenda and minutes for said meeting.

g) 100% PS&E: Based on City's comments and directions and other Agencies' comments, Consultant shall revise the 70% PS&E to produce the 100% PS&E. Consultant shall provide 70% response matrix, which shall include the original comments with commenter's name and Department/Division, Consultant's responses to the comments, and final resolutions.

   100% PS&E submittal shall be in hard copies: five (5) sets of full-size Plans and one (1) bound Project Specific Specifications – Book 1 and one (1) copy of the construction cost Estimate.

h) Bid Documents: Consultant shall make any necessary revisions to the 100% PS&E to develop the Bid Documents, Plans and Specifications, and submit to City. Bid Documents shall require wet stamp and signature by Consultant's Project Engineer. Bid Plans shall be drawn to scale, plotted to D-size reproducible velum sheets, except the Tile sheet shall be in photo mylar.

C.4 Bidding and Awarding:

a) This task requires Consultant to provide information and assistance during the bidding phase, to answer questions from bidders, to assist City in its outreach program for obtaining qualified bidders, to prepare addenda when necessary, and to attend and participate in a pre-bid conference (if needed).

b) If the Bidding Phase has not commenced within ninety (90) days after the Consultant submits the Construction Documents to the City, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

c) Should the lowest responsive and responsible bid for the construction of the Project exceed the last approved Consultant's estimate by more than 10%, and changes are directed by City for the purpose of reducing the Project cost, Consultant shall make said changes with no increase in fee. If the Project is then re-advertised for bid, Consultant shall provide these same Task C.4 services at no extra cost.

d) Should City, after receipt of bids, determine that it is not in its best interests to award the construction contract, City may terminate this Agreement in accordance with Provision 12, TERMINATION OF AGREEMENT, of this Agreement.

C.5 Construction Services:

a) Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement shall commence with the "Notice to Proceed" (NTP) of the Contract for Construction and terminates on the date the City Council approves the Certificate of Completion. Consultant shall at all times have access to the work wherever it is in preparation or progress. Consultant shall assist the City and the Project Manager or City Inspector in providing Administration of the Contract for Construction. Duties, responsibilities and limitation of authority of the Consultant shall not be restricted, modified or extended without written agreement of the City and Consultant.

b) Consultant shall attend the Pre-construction Meeting, conducted by the City, respond to Contractor's inquiries, and assist City in producing and finalizing the meeting minutes.

c) The Consultant shall visit the site up to three (3) times as requested by the City for the benefit of the Project during this phase. During these site visits, the Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meetings, and other meetings as requested by the City. When visiting the site, the Consultant and its sub-consultant shall prepare a written

field report noting their observations and specifically documenting action that should be taken by the City regarding such items, such as, but not limited to, contract deficiencies, change orders, and Contractor requests for information.

d) Consultant shall review Contractor's submittals, including Shop Drawings, Product Data, and Samples. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in the Consultant's judgment to permit adequate review unless otherwise agreed to. The Consultant will be allowed a maximum of fourteen (14) calendar days for submittals per review. The Consultant's review shall not constitute review of safety precautions, unless otherwise specifically stated by the Consultant, of construction means, methods, techniques, sequences or procedures. The Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

   Consultant shall respond to Contractor's RFIs and RFSs. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact the Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact the Project schedule.

   The Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the City, Consultant shall review CO pricing and provide written responses for the City's review and finalizing said COs.

e) When requested by the City, Consultant shall conduct reviews to assist the City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.

C.6 Post-Construction Services:

a) Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if the Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.

b) Consultant shall perform a walk-through of the Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of the Project site with the City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.

c) Consultant shall at completion of the Project provide City with one set of reproducible Record Drawings (RDs) on photo Mylar that reflect the changes to the work during construction based upon marked up prints, drawings and other data furnished by the Contractor and City. Consultant shall used the original photo mylar Title sheet for the RDs set. If Consultant adds additional sheets to the Plans, these shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. Consultant shall also provide one complete set of RDs (24" x 36") in electronic format (PDFs) and AutoCAD files on a CD/DVD. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

d) During all one-year periods of guarantee of the Work provided for in the Contracts with the Contractor, Consultant shall act as City's advisor for the purpose of securing correction of any and all defects and deficiencies covered by guarantees. Consultant shall assist City by providing interpretations of the Plans and Specifications when requested.

C.7 Deliverables – Electronic and hard copy format:

- Meeting agendas and minutes
- Project Schedules
- Submittal Logs

Task C.1:

AutoCAD files of Site and Topographic Survey.
Before/After Technical Memorandum – PDF and Microsoft Word.
Traffic count data – electronic and PDF.
Synchro model output – electronic and PDF.

Task C.2: Traffic Signal Coordination and Traffic Responsive Operations Technical Memorandums and Traffic Signal Coordination Plan – PDF and Microsoft Word.

Task C.3:

- 30% P&E – PDFs (Plans on D-size sheets, drawn to scale) and AutoCAD files. SVP and other Agencies Applications – PDFs and hard copies.
- 70% PS&E – PDFs to City and hard copies as required by other Agencies (Plans on D-size sheets, drawn to scale). 70% Specifications and Estimate – Microsoft Word/Excel. AutoCAD files of 70% Plans.
- 100% PS&E – 5 sets of P&S (Plans on D-size sheets, drawn to scale), 1 copy of Estimate. AutoCAD files of 100% Plans.

- Bid Documents – 1 set of Plans (drawn to scale, plotted to D-size) on reproducible vellum sheets, Title/Cover sheet on photo mylar (delivered in protective packaging to prevent wrinkling), 1 printout set of Project Specific Specifications-Book 1, and PDFs of P&S, AutoCAD files of Plans, and Microsoft Word files of Specifications on CD/DVD

Task C.4: Response to bidder's inquiries and clarifications on P&S – PDFs. Addenda – PDFs and 1 original wet signed hard copy for City printing.

Task C.5: Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions – PDFs and 1 original wet signed hard copy for City duplication. COs' recommendations, Field Reports, Scope, and Evaluations – PDFs.

Task C.6: Substantial Completion/Final Completion recommendations and Reviewed Punch List – PDFs. Record Drawings – PDFs, 1 set of reproducible photo mylars, and AutoCAD files on CD/DVD.

– End of Exhibit A –

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
MISSION COLLEGE BOULEVARD AND STEVENS CREEK BOULEVARD TRAFFIC SIGNAL INTERCONNECT AND COORDINATION PROJECT

EXHIBIT B

SCHEDULE OF FEES

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

I. ORIGINAL PAYMENT AMOUNT

The total payment to the Consultant for all work necessary for performing all tasks, as stated in **Exhibit A,** shall be One Hundred Four Thousand, Five Hundred Fifty Dollars ($104,500) plus Additional Services, which shall not exceed the sum of Ten Thousand Four Hundred Fifty Dollars ($10,450). Billing shall be on a monthly basis proportionate to the services performed for each task completed. In no event shall the amount billed to City by Consultant for services under this Agreement exceed One Hundred Fourteen Thousand, Nine Hundred Fifty Dollars ($114,950), subject to budget appropriations.

II. ADDITIONAL SERVICES

Additional Services shall be provided at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Additional Services are allowed only if written authorization is given by the Director of Public Works in advance of the work to be performed. Additional Services shall not exceed $10,450 without approval by the City.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. Reimbursable Expenses shall be billed at cost plus ten percent (10%). The following items are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Local Travel Expenses
- Faxes
- Telephone Expenses
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Expenses may include but are not limited to:

- Outside Duplication Cost for PS&E as specified in Section III, BASIC SCOPE OF SERVICES, of Exhibit A
- Presentation Materials, Art works, News letters
- Overnight Delivery Services when requested by the City
- Courier Services when requested by the City

All Reimbursable Expenses, other than those listed above, shall be approved in advance by the City.

The Consultant shall notify the City when approximately 75% of the Reimbursable Expenses budget has been billed to the City and shall provide a revised estimate of Reimbursable Expenses through Project completion. City may review estimate and may approve all or part of additional cost. The City shall be under no obligation to provide any Reimbursable Expenses in excess of the approved maximum reimbursable budget.

IV. PAY RATE SCHEDULE

Basic Services:
Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each phase listed below. Fees shall be lump sum and not-to-exceed (LS, nte) per task as listed below:

1. Task C.1 – Site Planning/Pre-Design (LS, nte) $35,130
2. Task C.2 – Preliminary Design (LS, nte) $22,820
3. Task C.3 – Design
   - C.3.e – 30% P&E (LS, nte) $17,350
   - C.3.f – 70% PS&E (LS, nte) $16,080
   - C.3.g – 100% PS&E (LS, nte) $5,900
   - C.3.h – Bid Documents (LS, nte) $3,005
4. Task C.4 – Bidding & Awarding (LS, nte) $1,255
5. Task C.5 – Construction Services (LS, nte) $1,305
6. Task C.6 – Post-Construction/ Record Documents (LS, nte) $1,655

TOTAL (not-to-exceed) $104,500

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V. RATE SCHEDULE

Name/Title	Rate/Hour
Kimley-Horn and Associates, Inc. – Transportation Engineering	
1300 Clay Street, Suite 325	
Oakland, CA 94612	
Kevin Aguigui – Project Manager	$215
Brian Sowers – Signal Timing Designer	215
Elbert Chang – Lead Designer	175
Kwasi Akwabi – Technical Reviewer/QC	165
Ryan Dole – Design Engineer	140
Jaime Siochi – Analyst	130
Scott Shepard – Analyst	130
Shawn Rainey – Assistant Engineer	120
Brett Peters – Assistant Engineer	120
Clerical	85
PLS Surveys, Inc. – Surveyors	
2220 Livingston Street, Suite 202	
Oakland, CA 94606	
Joe Brajkovich – Land Survey Manager	$150
Two Person Field Crew	210
Right-of-Way Determination	120
Analyst/CAD Drafter	90
National Data & Surveying Services (Traffic Data Collection)	**Rate/Intersection**
8370 Wilshire Boulevard, Suite 205	
Beverly Hills, CA 90211	
2-Hrs. Manual Vehicle Turning Movement, Bicycles & Pedestrian Counts	$220
2-Hrs. AM & 2-Hrs. PM Manual Vehicle Turning Movement, Bicycles & Pedestrian Counts	420
2-Hrs. AM, 2-Hrs. Mid-day & 2-Hrs. PM Manual Vehicle Turning Movement, Bicycles & Pedestrian Counts	570
3-Hrs. Weekend Manual Vehicle Turning Movement, Bicycles & Pedestrian Counts	300
24-Hrs. ADT Machine Counts – One Day (per location)	90
24-Hrs. ADT Machine Counts – Three Days (per location)	160
24-Hrs. ADT Machine Counts – Five Days (per location)	235
24-Hrs. ADT Machine Counts – Seven Days (per location)	305

Proposal for Two Corridors Traffic Signal Interconnect and Coordination – Price Proposal

Proposed Staff	Kevin Aguigui	Brian Sowers	Elbert Chang	Kwasi Akwabi	Ryan Dole	Jaime Slochi Scott Shepard	Shawn Rainey Brett Peters	Admin				
Role / Classification	Project Manager	Signal Timing	Lead Designer	Technical Reviewer	Design Engineer	Assistant Engineer	Assistant Engineer	Admin	Hours	Labor Costs	Direct Expenses	Cost
	Sr. Prof. 2	Sr. Prof. 2	Prof. 4	Prof. 3	Prof. 1	Analyst 4	Analyst 3	Support Staff				
Rate	$215	$215	$175	$165	$140	$130	$120	$85				
Task 1- Data Collection and Studies												
Meetings and coordination	4		6					4	14	$2,250		
Weekday and weekend traffic counts						4			4	$520	$10,000	
Machine counts (24 hour)						4			4	$520	$500	
Field observations			4			24	24		52	$6,700	$50	
Before/After studies (travel time and delay)						2	32	2	36	$4,270	$50	
Topographic survey (roadway utilities)			2			4			6	$870	$9,400	
Subtotal	***4***	***0***	***10***	***0***	***0***	***38***	***56***	***6***	***116***	***$15,130***	***$20,000***	***$35,130***
Task 2- Traffic Signal Timing and Implementation												
Develop signal timing plans including Cupertino and County traffic responsive		10			8	16	16	2	52	$7,440		
Controller database conversions and integration	2				5	16	16	1	40	$5,215		
Implementation and fine-tuning including Cupertino and County traffic responsive		14	4		16	24	8	1	67	$10,115	$50	
Subtotal	***2***	***24***	***4***	***0***	***29***	***56***	***40***	***4***	***159***	***$22,770***	***$50***	***$22,820***
Task 3.1- 30% Conceptual Plans and Cost Estimate												
Utility and service point coordination					2		6	1	9	$1,085		
Prepare Project Base			4		8	16	32	2	62	$7,910		
30% Conceptual Plans and Costs	2		4	4	4	16	32	1	63	$8,355		
Subtotal	***2***	***0***	***8***	***4***	***14***	***32***	***70***	***4***	***134***	***$17,350***	***$0***	***$17,350***
Task 3.2- 70% PS&E Documents												
Review City comments on 30% plans and cost estimate						4	6	1	11	$1,325		
Prepare 70% Plans			8	4	6	32	32	1	83	$10,985		
Prepare Division 3 Special Provisions			2		6	6	6	1	21	$2,775		
Revise Engineer's Estimate	2						4	1	7	$995		
Subtotal	***2***	***0***	***10***	***4***	***12***	***42***	***48***	***4***	***122***	***$16,080***	***$0***	***$16,080***
Task 3.3- 100% and Final PS&E Documents												
Review City comments on 70% plans	1						4	1	6	$780		
Prepare 100% PS&E Documents			2	2	4	16	16	1	41	$5,325	$70	
Prepare Final PS&E Documents	1			2		8	8	1	20	$2,630	$50	
Subtotal	***2***	***0***	***2***	***4***	***4***	***24***	***28***	***3***	***67***	***$8,735***	***$170***	***$8,905***
Task 4- Construction Phase Services												
Bid Support	1					8			9	$1,255		
Construction Support	1					8			9	$1,255	$50	
Record Drawings			2			2	8	1	13	$1,655		
Subtotal	***2***	***0***	***2***	***0***	***0***	***18***	***8***	***1***	***31***	***$4,165***	***$50***	***$4,215***
TOTALS:	**14**	**24**	**36**	**12**	**59**	**210**	**250**	**22**	**629**	***$84,230***	**$20,270**	**$104,500**

Kimley-Horn and Associates, Inc.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
MISSION COLLEGE BOULEVARD AND STEVENS CREEK BOULEVARD TRAFFIC SIGNAL INTERCONNECT AND COORDINATION PROJECT

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the Local Agency, 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 Local Agency, 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 Local Agency so that any other coverage held by the Local Agency 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 (ISO) 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, ISO 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 ISO 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 Local Agency, 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. Local Agency, 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 Local Agency, using ISO Endorsement CG 20 10 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 Local Agency 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 Local Agency 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 Local Agency 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 Local Agency, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to Local Agency for review.

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

3. The Local Agency reserves the right to withhold payments from the Consultant 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, Consultant, 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 Local Agency and as described in this Agreement. Consultant shall file with the Local Agency all certificates and endorsements for the required insurance policies for Local Agency's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of 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 Local Agency, or its representative as set forth below, at or prior to execution of this Agreement. Upon Local Agency's request, Consultant shall submit to Local Agency 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 Local Agency pursuant to this Agreement shall be mailed to:

City of Santa Clara – Engineering Department
c/o EBIX Inc.

P.O. 12010-S2	or	151 North Lyon Avenue
Hemet, CA 92546-8010		Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant 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 Local Agency or its insurance compliance representatives.

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EXHIBIT D

ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO AN AGREEMENT WITH THE LOCAL AGENCY (CITY OF SANTA CLARA), CALIFORNIA

Termination of Agreement for Certain Acts.

A. The Local Agency may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Consultant[1] does any of the following:

   a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted[2] 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 Local Agency consultant or sub-consultant; and/or,

---

[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.

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 Consultant can be imputed to the Consultant when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Consultant, with the Consultant's knowledge, approval or acquiescence, the Consultant's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The Local Agency may also terminate this Agreement in the event any one or more of the following occurs:

1. The Local Agency determines that Consultant no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If Local Agency determines that the Consultant fails to submit information, or submits false information, which is required to perform or be awarded a contract with Local Agency, including, but not limited to, Consultant's failure to maintain a required State issued license, failure to obtain a Local Agency 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 Consultant (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Consultant may appeal the Local Agency's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by Local Agency 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 Consultant will have the burden of proof on the appeal. The Consultant shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4] Consultant 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 Consultant.

[5] Loss of personnel deemed essential by the Local Agency for the successful performance of the obligations of the Contractor to the Local Agency.

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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 "Consultant" 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 "Consultant" 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.

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

By: _____
Signature of Authorized Person or Representative

Name: Randall Durrenberger

Title: Vice 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.

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EXHIBIT F

MILESTONE SCHEDULE

Milestone	Milestone Date
Kickoff Meeting	1 week after Notice to Proceed (NTP)
Data Collection	3 weeks after NTP
Submit 30% Concept Plans and Costs	5 weeks after NTP
Submit 70% PS&E	3 weeks after City comments on 30% design
Submit 100% PS&E	3 weeks after City comments on 70% design
Signal Timing Plans and Technical Memorandum	4 weeks after bid document advertisement
Bid Support	To Be Determined
Construction Support	To Be Determined
Record Drawings	To Be Determined
Signal Plan Implementation and Fine Tuning	To Be Determined
Before/After Runs	To Be Determined
Before/After Technical Memorandum	2 weeks after completion of After-Runs

California All-Purpose Acknowledgment

State of California
County of Alameda } s.s.

On 2/12/14 before me, Kirah Stamps,
Name of Notary Public, Title

personally appeared Randy Durrenberger
Name of Signer (1)

Name of Signer (2)

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

KIRAH K. STAMPS
COMM. #1985092
Notary Public - California
Alameda County
My Comm. Expires July 14, 2016
NRO1 NRO1

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and realtachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Agreement for: Mission College Blvd. and Stevens Creek Blvd. Traffic Signal Int. and Coordination Project.,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☒ Corporate Officer(s) Vice President
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: Kimley-Horn and Associates, Inc.
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/12/2014

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

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

PRODUCER
Greyling Insurance Brokerage
450 Northridge Parkway
Suite 102
Atlanta GA 30350

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins. Co.	19445
INSURER B: Commerce & Industry Insurance	19410
INSURER C: New Hampshire Insurance Company	23841
INSURER D: Lexington Insurance Company	19437
INSURER E:	
INSURER F:	

INSURED
Kimley-Horn and Associates, Inc.
P.O. Box 33068
Raleigh NC 27636

COVERAGES CERTIFICATE NUMBER: 13-14 (Kimley Janice) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC			GL 9645227	4/1/2013	4/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CA 4982985	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			BE 016395110	4/1/2013	4/1/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 018112556 WC 018112557 (CA)	4/1/2013 4/1/2013	4/1/2014 4/1/2014	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			016017332	12/1/2012	4/1/2014	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Mission College & Stevens Creek Blvd. Traffic Signal Interconnect & Coordination Project; Kevin Aguigui. The City of Santa Clara, its City Council, commissions, officers, employees, volunteers & agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

City of Santa Clara
Engineering Department
c/o EBIX Inc.
P.O. 12010-S2
Hemet, CA 92546-8010

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Collings/JERRY David H. Collings

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/13 forms a part of Policy No. WC 018112557

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

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Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-2

Santa Clara All-America City 2001

Date: February 11, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Call No. 14-1 for Professional Services with Paragon Partners Ltd. to Provide Pole Attachment Inspection Services for the Electric Department

EXECUTIVE SUMMARY:

Under a Call Agreement for consulting services, entered into on August 15, 2011, Paragon Partners has provided the City's Electric Utility, Silicon Valley Power (SVP), with pole attachment inspection services for pole contact requests from communication companies. Given the increased activity in the communication sector and pole attachment agreements, staff is proposing to enter into Call No. 14-1 with Paragon Partners to provide oversight and support services for Pole Attachment Inspections. Paragon will provide pole inspections to assure that City property and infrastructure are protected and pole attachments meet SVP policy standards, and to assist in asset management of overhead facilities. A copy of Call No. 14-1 is available for review in the Council Offices.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Entering into Call No. 14-1 with Paragon Partners Ltd. will allow the City to continue the successful operation and maintenance of City facilities, and provide pole inspections to ensure compliance with SVP policy standards.

ECONOMIC/FISCAL IMPACT:

The cost of Call No. 14-1 will not exceed $120,000.00. Sufficient funds are available in the Electric Department Capital Project New Business Estimate Work, account 591-1361-80300-2005-[F]39700.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Call No. 14-1 for Professional Services with Paragon Partners Ltd., for a total amount not to exceed $120,000.00, to provide pole attachment inspections services for the Electric Department.

for John C. Roukema
Director of Electric Utility

Certified as to Availability of Funds: OK. LF
591-1361-80300-2005 $120,000.00

for Gary Ameling
Director of Finance

APPROVED:

for Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Call No. 14-1 for Professional Services with Paragon Partners Ltd.

Ebix Insurance No. S200001930

CALL NO. 14-1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY PARAGON PARTNERS LTD.

The Parties to this Call No14-1 ("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 "Paragon Partners LTD.," dated August 16, 2011, 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 Paragon Partners LTD. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Pole Attachment for SVP Contract and GO95 Compliance" dated December 11, 2013 ("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 February 25, 2014 and ending on February 25, 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 one hundred twenty thousand dollars ($120,000.00), 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"

PARAGON PARTNERS LTD.
a California corporation

By: NEILIA LAVALLE
Title: President/CEO
Address: 5762 Bolsa Ave, Suite 201
Huntington Beach, CA 92649
Telephone: (714) 379-3376
Fax: (714) 373-1234

"CONTRACTOR"

Paragon Partners Ltd.
Scope of Work and Fee Schedules
Pole Attachment Inspections for SVP Contract and GO 95 Compliance
Silicon Valley Power / City of Santa Clara

Scope of work:
At the direction of the Electric Department, contractor will assist Silicon Valley Power (SVP) Engineering in the routine inspection of pole attachments installed along aerial lines as related to the City of Santa Clara's pole contact agreements. Contractor will provide Overhead (OH) facilities services for the inspection of existing non-power utilities attachments. Inspections include identifying and documenting CPUC General Order (GO) 95 safety infraction and pole-related SVP policy issues. Documentation and reports will be delivered in accordance with Electric Department GIS Standards and requirements.

Deliverables:
- General maintenance of Electric Utility OH infrastructure
- Review of make-ready work documentation submitted by pole contact vendors
- Inspection and documentation of pole attachments for compliance with proper clearance and safety standard as related to the City of Santa Clara pole contact agreements and GO 95 requirements
- Follow-up inspections to assure that equipment is properly installed
- Reports delivered in accordance with Electric Department GIS Standards and requirements

Budget:
Project budget not-to-exceed $120,000.00, subject to budget appropriations. The Term shall be 12 months from the Effective Date of the Call Agreement.

Hourly Fee Schedule

Classification	Assigned Staff	Hourly Rate	Per diem Rate (if applicable)
Sr. Engineer (OH/UG Facilities Inspector)	As Assigned	$132.83	N/A
Outside Plant Conduit Verifications and Extensions	As Assigned	$109.73	N/A
Outside Plant Conduit Verifications and Extensions	As Assigned	$109.73	N/A
Outside Plant Conduit Verifications and Extensions	As Assigned	$109.73	N/A

Miscellaneous Expense Schedule

Item Description	Unit	Unit Price
11 x.17 Print Reproduction	Per Sheet	.12
8.5 x 11 Print Reproduction	Per Sheet	.10
Mobilization/Demobilization to the Field	LS	Cost
Overnight Mail	LS	Cost
Source Materials	LS	Cost

Photogrametry	LS	Cost
GIS Files	LS	Cost
Consumables	LS	Cost
Travel Expenses	LS	Cost
Per Diem	day	$162.00
Vehicle (Fuel, Lease, Insurance)	Monthly	Cost
Professional Engineering Review Stamp	Per Sheet	$100.00

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MB-3

Santa Clara All-America City 2001

Date: February 6, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Call No. 14-2 for Professional Services with Paragon Partners Ltd., for Electric Department Field Administration Maintenance Services

EXECUTIVE SUMMARY:

The City's Electric utility, Silicon Valley Power (SVP), provides a dark fiber leasing service, the SVP Fiber Enterprise, which supports eighteen fiber providers and business customers in Santa Clara, as well as the fiber optic needs of SVP and other City departments. On August 16, 2011, SVP entered into a Call Agreement with Paragon Partners Ltd to provide consulting services in support of Silicon Valley Power. These operational services include fiber optic engineering design, construction, locator services, aerial pole inspections, 24/7 repair and restoration availability. As part of their current operational activities, Paragon maintains communications substructure related to electric substation operations. Occasionally, the electric utility requires general maintenance tasks related to its overhead and underground infrastructure, such as identifying or replacing aging equipment. Staff proposes to enter into Call No. 14-2 with Paragon Partners Ltd. to provide electric field administration maintenance support. A copy of Call No. 14-2 for Professional Services is available for review in the Council Offices.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of Call No. 14-2 with Paragon Partners Ltd. will enable SVP to complete general infrastructure maintenance required to support Electric Field Administration Services. The work associated with these services will enable SVP to maintain the reliable and safe operation of utility communication and electric services.

ECONOMIC/FISCAL IMPACT:

The cost of the proposed services under Call 14-2 will not exceed $75,000.00. Sufficient funds are available in the Electric Department Operating Budget, Field Administration–Construction and Maintenance, account 091-1376-87600-[A]00015-[F]59400.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Call No. 14-2 for Professional Services with Paragon Partners Ltd., in an amount not to exceed $75,000.00, for Electric Department Field Administration Maintenance Services.

John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds:
091-1376-87600 $75,000.00

Gary Ameling, Director of Finance

APPROVED:

Julio J. Fuentes, City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) Call No. 14-2 for Professional Services with Paragon Partners Ltd.

Ebix Insurance No. S200001930

CALL NO. 14-2
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY PARAGON PARTNERS LTD,

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 Paragon Partners LTD.," dated August 16, 2011, 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 Paragon Partners LTD. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Field Administration Maintenance Services" dated December 11, 2013 ("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 February 25, 2014 and ending on February 28, 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 seventy five thousand dollars ($75,000.00), 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"

PARAGON PARTNERS LTD.
a California corporation

By: _____
NEILIA LAVALLE
Title: President/CEO
Address: 5762 Bolsa Ave, Suite 201
Huntington Beach, CA 92649
Telephone: (714) 379-3376
Fax: (714) 373-1234

"CONTRACTOR"

Proposal from Paragon Partners Ltd.
Scope of Work and Fee Schedules
Field Administration Maintenance Services for
Silicon Valley Power / City of Santa Clara

Scope of work:
At the direction of the Electric Department, contractor will provide the necessary General Operations, Construction Inspections, and Support Services required for overhead and underground maintenance and equipment replacement for Silicon Valley Power Field Administration. The Paragon construction manager will inspect overhead and underground infrastructure, identify aging equipment, and provide construction solutions. The work shall be performed, as requested, in support of continued reliability and maintenance of SVP Field Administration.

Deliverables:
- General maintenance of utility underground infrastructure
- Equipment inspection and replacement.

Assumptions:
- City will provide all necessary materials and equipment for Paragon Partners staff use under this task order.

Budget:
Project budget not to exceed $75,000.00, subject to budget appropriations. The Term shall be from the Effective Date of the Call Agreement until February 28, 2015.

Hourly Fee Schedule

Classification	Assigned Staff	Hourly Rate	Per diem Rate (if applicable)
Sr Engineer (OH/UG Facilities Inspector)	As Assigned	$132.83	N/A
Outside Plant Conduit Verifications and Extensions	As Assigned	$109.73	N/A
Outside Plant Conduit Verifications and Extensions	As Assigned	$109.73	N/A
Outside Plant Conduit Verifications and Extensions	As Assigned	$109.73	N/A

Miscellaneous Expense Schedule

Item Description	Unit	Unit Price
11 x.17 Print Reproduction	Per Sheet	.12
8.5 x 11 Print Reproduction	Per Sheet	.10
Mobilization/Demobilization to the Field	LS	Cost
Overnight Mail	LS	Cost
Source Materials	LS	Cost
Photogrammetry	LS	Cost
GIS Files	LS	Cost
Consumables	LS	Cost
Travel Expenses	LS	Cost
Per Diem	day	$162.00
Vehicle (Fuel, Lease, Insurance)	Monthly	Cost
Professional Engineering Review Stamp	Per Sheet	$100.00

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MB-4

Santa Clara All-America City 2001

Date: January 29, 2014

To: City Manager for Council Action

From: John C. Roukema, Director of Electric Utility

Subject: Approval of Call No. 14-1 for Professional Services with E Source Companies, LLC for 2014 Membership and Ongoing Energy Industry Research and Information Service for the Electric Department

EXECUTIVE SUMMARY:

In order to stay current on energy technology trends, industry service offerings, customer service enhancements, and other electric utility industry trends, Silicon Valley Power (SVP) utilizes the information service provided by the research and reporting agency E Source. E Source provides a wide spectrum of quality information to electric utilities with a focus on the customer side of the electric utility industry. SVP has been an active participant in E Source research efforts and currently subscribes to the following areas of interest: Technology Assessment, Efficiency and Demand Response Programs, Business Market Services, Utility Customer Care, Experience and Communication Management, E-Channel (online) Services, and the Residential Market Service. Under a current Call Agreement with E Source, staff proposes to enter into Call No. 14-1 for Professional Services to renew the E Source membership services. A copy of Call No. 14-1 is available for review in the Council Offices.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

E Source has become the principal source of customer-side "intelligence" to support success and satisfaction within its customer base. The E Source service is of high value to SVP in today's marketplace and successfully replaces the more expensive and/or less pertinent services available from EPRI or other consulting services.

ECONOMIC/FISCAL IMPACT:

The total cost of services under Call No. 14-1 with E Source Companies, LLC is $125,140. Sufficient funds are available in Electric Department Contractual Services, Not Classified, to be split between Public Benefits accounts 191-1312-87870-[F]94100 ($33,500) and 091-1313-87870-[F]92300 ($91,640).

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Call No. 14-1 for Professional Services with E Source Companies, LLC, in an amount not to exceed $125,140.00, for 2014 membership and ongoing industry research and information services for the Electric Department.

for John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds:

191-1312-87870	$ 33,500.00
091-1313-87870	$ 91,640.00

Gary Ameling, Director of Finance

APPROVED:

Julio J. Fuentes, City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) Call No. 14-1 for Professional Services with E Source Companies LLC

CALL NO. 14-1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY E SOURCE COMPANIES, LLC

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 E Source Companies, LLC," dated February 14, 2012, 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 E Source Companies, LLC ("Contractor"), which are more fully described in Contractor's proposal to City entitled Silicon Valley Power 2013 – E source Membership" dated January 8, 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 February 1, 2014 and ending on January 31, 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 one hundred twenty five thousand one hundred forty dollars ($125,140.00), 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"

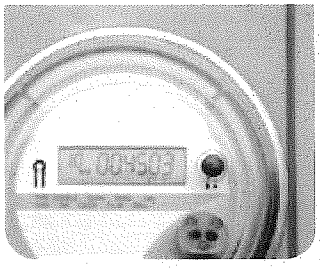
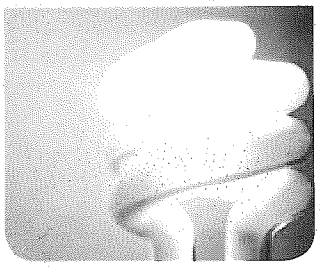
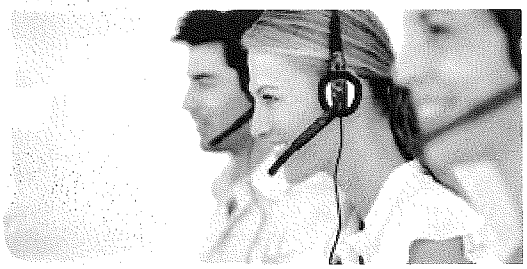
E SOURCE COMPANIES, LLC
A Delaware Registered Corporation

By: _____
NATHAN CRAZE
Title: Vice President, Sales & Marketing
Address: 1745 38th Street
Boulder, CO 80301
Email Nathan.craze@esource.com
Telephone: (303) 345-9186
Fax: (303) 484-4279

"CONTRACTOR"

Silicon Valley Power - 2014 E Source Membership			
E Source Services	Standard Fees	Discounted Fees	New Term
Technology Assessment (TAS)	$ 18,820	$ 11,330	2/1/2014- 1/31/2015
Demand-side Management (DSM)	$ 18,820	$ 11,330	2/1/2014- 1/31/2015
Business Customer Suite (BCS)	$ 50,040	$ 38,200	2/1/2014- 1/31/2015
E Channel (EB)	$ 24,690	$ 18,770	2/1/2014- 1/31/2015
Utility Customer Care (UCC)	$ 24,690	$ 18,770	2/1/2014- 1/31/2015
Experience & Communications Mgmt (ECM)	$ 22,950	$ 13,370	2/1/2014- 1/31/2015
Residential Marketing (RES)	$ 22,950	$ 13,370	2/1/2014- 1/31/2015
Total:	**$ 182,960**	**$ 125,140**	2/1/2014- 1/31/2015
		32% discount	

8-Jan-14

Gain the E Source MEMBERSHIP ADVANTAGE

E Source offers annual, subscription-based membership services that provide utilities with in-depth research and advice. We provide reports, presentations, best practices, benchmarks, and exclusive networking events as well as inquiry time with our research analysts for actionable information on industry trends, opportunities, and threats.

HOW CAN E SOURCE HELP YOU?

E Source can help your utility advance its energy-efficiency goals and build stronger customer relationships with tools and insights for making better, more-informed, and faster business decisions. Get your staff up to speed quickly on industry best practices while avoiding the mistakes others have already made.

Our goal is to facilitate a win-win relationship between you and your customers. With E Source, you can:

- Meet rapidly growing goals through more-effective design for your efficiency, demand-response, and smart grid programs
- Get clear, balanced analysis of energy-consuming products and services so you can tell your customers about the best technologies for their applications
- Increase participation in your programs with data-driven analysis and marketing best practices
- Create a cohesive customer experience strategy to ensure superior service and inspire loyalty
- Improve business customer satisfaction through effective account management and outreach
- Take charge of your brand with strategies for monitoring your reputation in the media and quickly creating thoughtful, proactive public communications
- Improve customer satisfaction and productivity while driving customers to self-service channels

Benefits of an E SOURCE MEMBERSHIP

Access for your whole team. Your company gets access to resources that will make your team more productive, help them discover solutions, and allow them to avoid mistakes.

Inquiry time with our research analysts. Think of E Source as an extension of your staff! Ask us questions, bounce ideas off of our researchers, or contact us whenever you need an unbiased third-party perspective.

Timely research delivered multiple ways. Get the latest independent, unbiased, and well-documented research delivered the way you want it—through reports, events, web conferences, databases, and other tools.

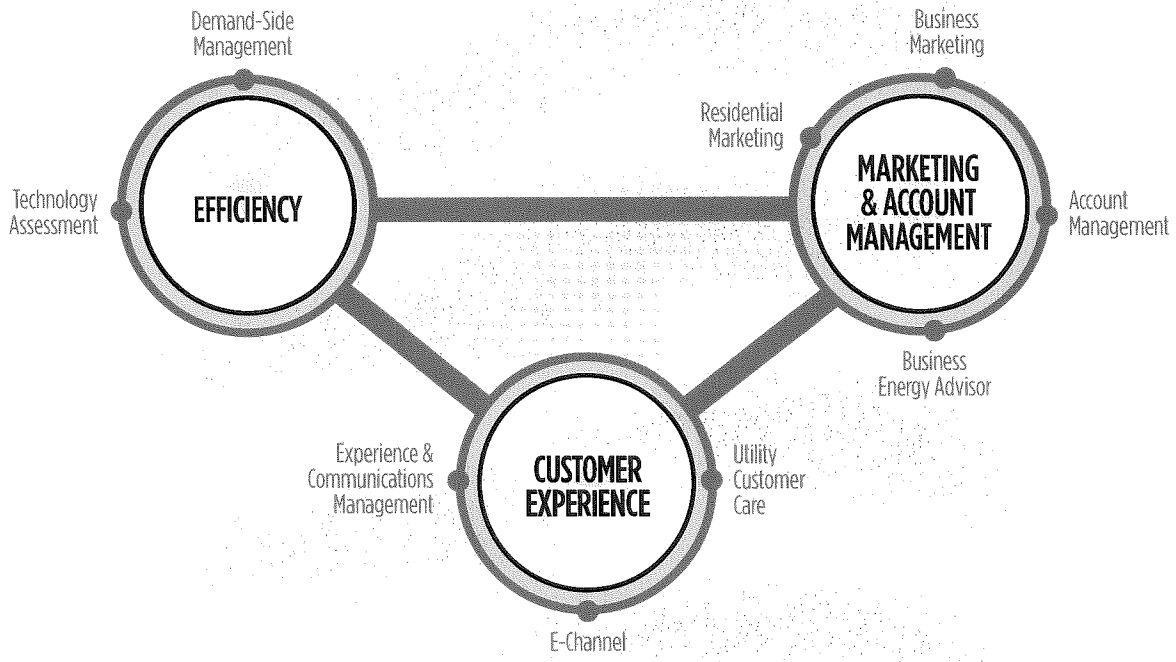
Exclusive networking events. Develop your peer community as we facilitate your ability to meet and network with energy leaders from across North America.

E Source Forum. This annual event is held exclusively for E Source members. Every year, the agenda is packed with more than 25 sessions in four topical tracks—Customer Experience, Demand-Side Management, Marketing and Communications, and End-Use Technologies.

CONTACT US

For more information about any of our products and services, visit **www.esource.com** or contact us at **esource@esource.com** or **1-800-ESOURCE**.

Create the E Source Membership That's Right for You



CUSTOMER EXPERIENCE

Experience & Communications Management

Take charge of your reputation and messaging with tools, best practices, and benchmarks for improving brand image and customer satisfaction scores. You'll get utility-specific corporate communications strategies and case studies for crafting your customer experience road map and dealing with reputation management, crisis communications, and social media.

E-Channel

Ensure that your company has the best possible online presence, which can significantly improve the efficiency of your operations. You'll have access to in-depth analysis, research, web benchmarks, and best-practice tools, helping you meet your customers' growing online requirements while increasing paperless billing adoption rates and online customer service.

Utility Customer Care

Enhance your utility's focus on customer service. You'll get up-to-date research on topics such as outsourcing trends, performance metrics, measuring customer satisfaction and loyalty, new technology solutions, human resource issues, and integrating customer service into your overall business operations.

EFFICIENCY

Demand-Side Management

Discover best practices that affect the entire life cycle of demand-side management (DSM) programs and portfolios—from program planning and design through evaluation. Our analysis and tools can help you successfully execute your programs and benchmark your results against other utilities, making it easier and less expensive to achieve energy and demand savings.

Technology Assessment

Easily evaluate vendor claims and quickly vet new and emerging technologies with our fuel-neutral, vendor-neutral analyses of energy-using technologies. Our resources help you give sound advice to your customers, translate technical jargon into layman's terms, and ensure that you won't get burned by "black boxes."

MARKETING & ACCOUNT MANAGEMENT

Residential Marketing

Use our data-driven analysis to develop, implement, and effectively manage your residential marketing programs. You'll get best-practice tools for advertising, segmentation, and marketing to create and promote residential programs, thereby increasing participation, outreach, revenue, and customer satisfaction.

Business Marketing

Get the tools, research, and analysis to effectively promote your programs and services to your business customers of all sizes. Drive program participation and improve customer satisfaction with "customer-ready" content that you can share with business customers and access other resources for business customer marketing, communication, segmentation, and education.

Account Management

Increase your effectiveness in serving business customers of all sizes with industry-specific market intelligence, benchmarking tools, and other resources for business account management. Our tools will show you how to best manage and strengthen your business customer relationships, educate your staff, and measure the efficacy of your account management practices.

Business Energy Advisor

Help your commercial and industrial customers find savings and information with a web-based library that integrates with your existing website. With access to more than 100 pages of expert guidance, your customers will get the energy-efficiency information they need to take action with your programs.

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-5

Santa Clara All-America City 2001

Date: February 11, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Call No. 14-1 for Professional Services with Energy Experts for Professional Services for Gas Engineering Support, Call No. 14-2 for Professional Services for Electric Estimating Support, and Call No. 14-3 for Professional Services for Electric Engineering Support

EXECUTIVE SUMMARY:

The Santa Clara Electric Department, Silicon Valley Power (SVP), is under an increased workload related to new customer connection requests and additional regulatory requirements associated with our electric facilities and the gas pipeline serving our in-City generation. In order to meet the increased work demands and ensure timely completion of electric estimating projects and electric and gas engineering studies, designs and analysis, SVP is proposing to establish three Calls for Professional Services with Energy Experts International (EEI) under their current Call Agreement. Work assignments will be on a specific scope of work basis as determined by the Director of Electric Utility. Gas Engineering support (Call No. 14-1) will consist of providing gas facility design and operational studies and assessments, overpressure protection analysis, cathodic protection and corrosion engineering, and regulatory compliance and Pipeline Integrity Management studies. Electrical Estimating support (Call No. 14-2) will consist of providing design, layout and cost estimates for developer work requirement and City work requirements for new business customer service connections, electric system reinforcement and new electric transmission and distribution facilities. Electrical Engineering support (Call No. 14-3) will consist of providing circuit load flow studies and analysis of the transmission and distribution system and compliance studies associated with regulatory requirements. Copies of Call No. 14-1, Call No. 14-2 and Call No. 14-3 are available for review in the Council offices.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Calls with EEI will enable SVP to complete electrical estimates and engineering studies in a timely manner to meet customer service schedules and regulatory deadlines. Electrical estimates will be designed and completed to provide sufficient lead time for coordinated scheduling of customer work and SVP work. Engineering studies, designs and analysis will be able to be completed to meet operational requirements and regulatory deadlines. There are no disadvantages identified with these Calls.

ECONOMIC/FISCAL IMPACT:

Gas Engineering support (Call No. 14-1) has a proposed cost not to exceed $50,000, with sufficient funds available in Generation Betterment and Maintenance, account 591-1377-80100-2119-[F]58000.

Electrical Estimating support (Call No. 14-2) has a proposed cost not to exceed $100,000. Sufficient funding is available in New Business Estimate Work, account 591-1361-80100-2005-[F]58000 ($90,000) and Distribution System Estimate Work, account 591-1361-80100-2006-[F]58000 ($10,000).

Electric Engineering support (Call No. 14-3) has a proposed cost not to exceed $50,000, with sufficient funds available in Distribution System Estimate Work, account 591-1361-80100-2006-[F]58000 ($25,000) and Contractual Services, Not Classified, account 091-1361-87870-[F]58000 ($25,000).

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Call No. 14-1 for Professional Services with Energy Experts International for Gas Engineering Support, in an amount not to exceed $50,000.00; Call No. 14-2 for Professional Services for Electrical Estimating Support, in an amount not to exceed $100,000.00 and Call No. 14-3 for Professional Services for Electrical Engineering Support, in an amount not to exceed $50,000.00; for a total not to exceed $200,000.00.

John C. Roukema
Director of Electric Utility

Certified as to Availability of Funds:

591-1377-80100-2119	$50,000.00
591-1361-80100-2005	$90,000.00
591-1361-80100-2006	$35,000.00
091-1361-87870	$25,000.00

Gary Ameling
Director of Finance

APPROVED:

Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) ***Call No. 14-1 for Professional Services with Energy Experts International***
2) ***Call No. 14-2 for Professional Services with Energy Experts International***
3) ***Call No. 14-3 for Professional Services with Energy Experts International***

CALL NO. 14-1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY ENERGY EXPERTS INTERNATIONAL

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 Energy Experts International," dated January 24, 2012, 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 Energy Experts International ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Proposal for Gas Engineering Support" dated December 18, 2013 ("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 January 1, 2014 and ending on December 31, 2014. 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 fifty thousand dollars ($50,000.00), 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"

ENERGY EXPERTS INTERNATIONAL
a California corporation

By: _____
MIKE WATANABE
Title: President and CEO
Address: 555 Twin Dolphin Drive, Suite 150
Redwood City, CA 94065
Telephone: (650) 593-4261
Fax: (650) 593-4271

"CONTRACTOR"

International
Energy
Consultants

ENERGY EXPERTS INTERNATIONAL

Twin Dolphin Plaza
555 Twin Dolphin Drive, Suite 150
Redwood City, CA U.S.A. 94065
650/593-4261 FAX 650/593-4271

Mr. Kevin Keating
Silicon Valley Power
1500 Warburton Power
Santa Clara, CA 95050

December 18, 2013

Subject: Proposal for Gas Engineering Support

Dear Mr. Keating:

Energy Experts International is pleased to provide this proposal to provide Gas Engineering Support Services to and engineer and provide construction drawings and support for the design and installation of pressure vessel and piping system overpressure protection for a natural gas compressor facility. These services will be provided under Energy Experts International's Call Agreement. The "Not-To-Exceed" amount for this proposal has been estimated with the best information available, and may need to be revised when the detailed Call for these services is issued. The following is our proposal:

Services to be provided:
On-site Gas Engineering Services will be provided by Energy Experts International to the satisfaction of Silicon Valley Power. The Gas Engineering Services will be available 5 days/week, 8 hours/day to complete the project prior and in time for construction of the overpressure protection system to be coordinated with a planned April plant shutdown. This proposal includes, but is not limited to the following:

- Station piping and design support
- Pressure vessels and overpressure protection requirements/expertise
- Compressor station design and operations support
- Gas Operator expertise and operations
- Integrity Management support
- Cathodic Protection and Corrosion Engineering support
- Field technical support in all phases of the above topics

Term of the Call:
The term of this call shall be from January 1, 2014 through December 31, 2014.

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Twin Dolphin Plaza
555 Twin Dolphin Drive, Suite 150
Redwood City, CA U.S.A. 94065
650/593-4261 FAX 650/593-4271

Amount of the Call:

The following are the billing rates for Electric Estimating Services:

Title	Straight Time Rate	1 ½ Time Rate	2 Time Rate
Gas Engineer(w/Stamping)	$170	$255	$340
Gas Engineer(w/o Stamping	$150	$225	$300
CADD Services	$80	$120	$160

The estimated "Not-To-Exceed" amount for this call is $50,000 (Fifty Thousand Dollars).
Energy Experts International appreciates the opportunity to submit this proposal for Gas Engineering Services.

Please do not hesitate to call me if you have any questions, or require any additional information regarding this proposal.

Sincerely,

Mark Heckman
Vice-President and General Manager, Operations
Energy Experts International

Cc: Diana Shiles
Mike Watanabe
Don Murray
Nina Lea

CALL NO. 14-2
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY ENERGY EXPERTS INTERNATIONAL

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 Energy Experts International," dated January 24, 2012, 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 Energy Experts International ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Proposal for Electric Estimating Support" dated December 18, 2013 ("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 January 1, 2014 and ending on December 31, 2014. 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 thousand dollars ($100,000.00), 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"

ENERGY EXPERTS INTERNATIONAL
a California corporation

By: _____
MIKE WATANABE
Title: President and CEO
Address: 555 Twin Dolphin Drive, Suite 150
Redwood City, CA 94065
Telephone: (650) 593-4261
Fax: (650) 593-4271
"CONTRACTOR"

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Redwood City, CA U.S.A. 94065
650/593-4261 FAX 650/593-4271

Mr. Kevin Keating
Silicon Valley Power
1500 Warburton Power
Santa Clara, CA 95050

December 18, 2013

Subject: Proposal for Electric Estimating Support

Dear Mr. Keating:

Energy Experts International is pleased to provide this proposal to provide Electrical Estimating Support Services. These services will be provided under Energy Experts International's Call Agreement. The "Not-To-Exceed" amount for this proposal has been estimated with the best information available, and may need to be revised when the detailed Call for these services is issued. The following is our proposal:

Services to be provided:
Electric Estimating Services will be provided by Energy Experts International to the satisfaction of Silicon Valley Power. The Electric Estimating Services will be available 5 days/week, 8 hours/day, be performed at an off-site office location, and include but not be limited to the following:

- Temporary Service
- New business
- Transformer sizing and replacement
- Underground substructure and pad requirements
- Residential service replacements
- Relocation and reconstruction
- Meter issues
- Pole replacements
- Substation/primary feeder outlets/risers
- Primary cabling and/or OH reconstruction work

Term of the Call:
The term of this call shall be from January 1, 2014 through December 31, 2014.

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Twin Dolphin Plaza
555 Twin Dolphin Drive, Suite 150
Redwood City, CA U.S.A. 94065
650/593-4261 FAX 650/593-4271

Amount of the Call:

The following are the billing rates for Electric Estimating Services:

Title	Straight Time Rate	1 ½ Time Rate	2 Time Rate
Electric Estimator	$93.50	$140.25	$187.00

Expenses shall be reimbursed for costs incurred in traveling on project business as directed by the Silicon Valley Power Electric Estimating Supervisor. Mileage reimbursement will be based upon the current IRS mileage reimbursement rate, and only be paid from a prescribed base location to the prescribed remote location. Reasonable actual expenses for meals will be reimbursed. Monthly invoices will be submitted to the designated Silicon Valley Power representative.

The estimated "Not-To-Exceed" amount for this call is $100,000 (One Hundred Thousand Dollars).

Energy Experts International appreciates the opportunity to submit this proposal for Electric Estimating Services.

Please do not hesitate to call me if you have any questions, or require any additional information regarding this proposal.

Sincerely,

Mark Heckman
Vice-President and General Manager, Operations
Energy Experts International

Cc: Diana Shiles
Mike Watanabe
Don Murray
Nina Lea

Ebix Insurance No. S200002549

CALL NO. 14-3
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY ENERGY EXPERTS INTERNATIONAL

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 Energy Experts International," dated January 24, 2012, 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 Energy Experts International ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Proposal for Electric Engineering Support" dated December 18, 2013 ("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 January 1, 2014 and ending on December 31, 2014. 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 fifty thousand dollars ($50,000.00), 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"

ENERGY EXPERTS INTERNATIONAL
a California corporation

By: _____
MIKE WATANABE
Title: President and CEO
Address: 555 Twin Dolphin Drive, Suite 150
Redwood City, CA 94065
Telephone: (650) 593-4261
Fax: (650) 593-4271
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Redwood City, CA U.S.A. 94065
650/593-4261 FAX 650/593-4271

Mr. Kevin Keating
Silicon Valley Power
1500 Warburton Power
Santa Clara, CA 95050

December 18, 2013

Subject: Proposal for Electric Engineering Support

Dear Mr. Keating:

Energy Experts International is pleased to provide this proposal to provide Electrical Engineering Support Services. These services will be provided under Energy Experts International's Call Agreement. The "Not-To-Exceed" amount for this proposal has been estimated with the best information available, and may need to be revised when the detailed Call for these services is issued. The following is our proposal:

Services to be provided:
Electric Engineering Services will be provided by Energy Experts International to the satisfaction of Silicon Valley Power. The Electric Estimating Services will be available 5 days/week, 8 hours/day and include but not be limited to the following:

- Transmission planning and network analysis
- Distribution planning and load studies
- Distribution Service Reliability
- Emergency studies
- Substation Engineering
- Compliance to GO 95/128
- NERC review and support

Term of the Call:
The term of this call shall be from January 1, 2014 through December 31, 2014.

Amount of the Call:
The following are the billing rates for Electric Estimating Services:

Title	Straight Time Rate	1 ½ Time Rate	2 Time Rate
Electric Engineer(w/Stamping)	$170	$255	$340
Electric Engineer(w/o Stamping	$150	$225	$300

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650/593-4261 FAX 650/593-4271

The estimated "Not-To-Exceed" amount for this call is $50,000 (Fifty Thousand Dollars).
Energy Experts International appreciates the opportunity to submit this proposal for Electric Engineering Services.

Please do not hesitate to call me if you have any questions, or require any additional information regarding this proposal.

Sincerely,

Mark Heckman
Vice-President and General Manager, Operations
Energy Experts International

Cc: Diana Shiles
Mike Watanabe
Don Murray
Nina Lea

Meeting Date: 2/25/14

AGENDA REPORT

Agenda Item 7B-6

Santa Clara— All-America City 2001

City of Santa Clara, California

DATE: February 10, 2014

TO: City Manager for Council Action

FROM: Director of Public Works/City Engineer

SUBJECT: Approval of the Agreement with Mike Davis Landscape Services for the 2014-2016 Site Sweeping Services at the Santa Clara Convention Center Complex (Maintenance District #183) for the amount not to exceed $114,975 over the three-year term of the Agreement

EXECUTIVE SUMMARY:

A competitive request for proposals was solicited by Cassidy Turley, the property manager retained by the City and the partners in the Convention Center Complex Maintenance District #183, for site sweeping services at the Santa Clara Convention Center Complex. After the proposals were reviewed for compliance with the terms and conditions of the proposal, Mike Davis Landscape Services (Mike Davis) was determined to have provided the lowest proposal. The four proposals received ranged from $51,100 to $248,660, and the lowest cost proposal from Mike Davis in the amount of $51,100 was just below Cassidy Turley's estimate of $52,000. Representatives from the Hyatt Regency Hotel Santa Clara, Equity Office, and Santa Clara Convention Center voted and recommended Mike Davis to perform the site sweeping services.

Mike Davis has provided other services such as landscaping and tree maintenance, in Maintenance District #183 for over twenty years and has successfully provided good quality and customer service while abiding by all of the Maintenance District #183's quality standards and time restrictions. A copy of the agreement has been placed in Council Offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this agreement would assist in protecting the Complex's infrastructure and maintaining cleanliness. The timely maintenance of City facilities prolongs their useful life and reduces the City's liability.

ECONOMIC/FISCAL IMPACT:

The amount paid to Mike Davis Landscape Services to perform site sweeping services for the Santa Clara Convention Center Complex (Maintenance Assessment District #183) shall not exceed $12,775 in FY 13-14 (pro-rated for 3 months in this fiscal year); $51,100 for year two, $51,100 for year three, with a not-to-exceed amount of $114,975 over the three-year term. Funds, subject to appropriations, are available in the Convention Center Maintenance District account (026-2961-87870).

RECOMMENDATION:
That the Council approve and authorize the City Manager to execute an agreement with Mike Davis Landscape Services to perform site sweeping services at the Santa Clara Convention Center Complex (Maintenance Assessment District #183) in an mount to not exceed $12,775 in FY 13-14 (pro-rated for 3 months in this fiscal year); $51,100 for year two, $51,100 for year three, with a not-to-exceed amount of $114,975 over the three-year term.

Rajeev Batra
Director of Public Works/City Engineer

Certified as to Availability of Funds:
026-2961-87870 $12,775

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) Agreement with Mike Davis Landscape Services

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND MIKE DAVIS LANDSCAPE SERVICES FOR THE 2014-2016 SITE SWEEPING SERVICES AT THE SANTA CLARA CONVENTION CENTER COMPLEX

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2014 ("Effective Date") by and between Mike Davis Landscape Services, an individual, with its principal place of business located at 305 Vineyard Town Center #362, Morgan Hill, CA 95037 ("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, 2016.

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 form 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 "FEE SCHEDULE."

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: Public Works/Street Dept.
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 988-0237

And to Contractor addressed as follows:
Name: Mike Davis Landscape Services
Address: 305 Vineyard Town Center # 362
Morgan Hill, CA 95037
or by facsimile at (408) 980-1875

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. LIQUIDATED DAMAGES. (SECTION NOT APPLICABLE)

34. 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.

35. PROGRESS SCHEDULE. (SECTION NOT APPLICABLE)

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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"

MIKE DAVIS LANDSCAPE SERVICES
a California individual

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Mike Davis
Title: Owner/President
Local Address: 305 Vineyard Town Center #362
Morgan Hill, CA 95037
Email Address:
Telephone: (408) 980-1723
Fax: (408) 980-1875

"CONTRACTOR"

S:\Attorney\AGREEMENTS\Service\OVER $50K SERVICE AGREEMENT FORM.doc

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MIKE DAVIS LANDSCAPE SERVICES
FOR THE 2014-2016 SITE SWEEPING SERVICES
AT THE SANTA CLARA CONVENTION CENTER COMPLEX

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described below:

1. Contractor shall provide sweeping services at the Santa Clara Convention Center Complex, Santa Clara, California, as described in this Exhibit A and as shown in Sheet No. MD183-SW-01 Site Map, -02 Sweep Area Designations, -03 Sweeping And Cleaning Sequence, -04 Sweeping Route For Heavy Duty Broom Sweep, -05 Parking Garage Level One, -06 Parking Garage Level Two, and -07 Parking Garage Level Three, that are attached to this Exhibit A. These services generally include sweeping all surface parking areas, garage parking level areas, roadways, site entrances, and loading dock areas, keeping these free of debris and litter. Hand picking and hand blowing are also required in areas where motorized sweeping is ineffective.

2. Sweeping services shall be performed per the frequency indicated in Exhibit B Fee Schedule and as determined on site by the City or the City's designated representative. Services shall not start prior to 2 a.m. daily, and in specific areas, no earlier than 6 a.m. City and Hotel may place additional time restrictions on areas adjacent to Hotel up to 7 a.m. Contractor shall coordinate sweeping activities with the on-site landscape contractor's cleaning and hand blowing activities. The attached Sheet MD183-SW-03 Sweeping And Cleaning Sequence demonstrates the initial order of area sweeping priorities.

3. Contractor shall be responsible for the following:

    a. Furnish trained and qualified sweeping personnel in sufficient number to provide the services requested by City. This service will be continuous, regardless of weather, disaster, or threatened or actual organized labor action.

    b. Maintain discipline, excellent appearance, professional demeanor, integrity, and attention to duty among all personnel assigned.

    c. Require personnel to follow procedures and orders.

    d. Ensure that prompt action is taken to prevent or minimize accidents, property damage, safety hazards, respond to all on-site emergencies and notify the appropriate emergency contacts as necessary.

4. Contractor shall blow debris from corners, curb lines, away from bumper stops and clear storm drains. The pavement around all buildings within the property shall be mechanically air-sweep. Contractor shall hand-pick and clean areas where necessary to maintain daily cleanliness. Contractor may not begin hand blowing earlier than 6 a.m. in specific areas as designated by the City or the City's designated representative so as not to disturb Hotel guests.

5. Contractor shall provide specific sweeping services in the following designated areas:

   a. Area #1: Blow and sweep along front entrance of the Convention Center, roadway area, parking lot C, and the loading dock area behind the Convention Center. Remove pine needle debris along the creek perimeter road.

   b. Area #2: Sweep parking lots P, Q, R, & S adjacent to Techmart, including the roadway on the north side of Techmart. Hand-pick and blow as necessary.

   c. Area #3: Sweep parking lot T near Techmart.

   d. Area #4: Sweep parking lot G adjacent to the Convention Center.

   e. Area #5: Sweep parking lot V and roadway in front of the Hotel. Hand-pick paper debris and sweep broken glass by hand, as necessary. Sweep entrance road to the parking garage.

   f. Area #6A: Blow and sweep the north part of the parking garage, levels 1 and 2, including entrances/exits.

   g. Area #6B: Blow and sweep the south part of the parking garage, levels 1 and 2.

   h. Area #6C: Blow and sweep level 3 of parking garage.

   i. Area #7: Sweep roadway around parking garage. Remove pine needle debris along the creek perimeter road.

   j. Sweep using heavy duty broom sweeper along route shown on Sheet No. MD183-SW-04.

6. Contractor may be assigned custody of keys, operating equipment, and other materials deemed necessary by City for the operation and supervision of the premises. All such keys, operating equipment, and materials shall remain City's property and shall be surrendered to the City immediately upon discharge or transfer of personnel from the premises or termination of this Agreement. Contractor shall be responsible for the cost of all equipment repairs or replacement due to abuse or negligence.

7. Contractor shall provide all sweeping vehicle(s) and equipment to provide the requested services. Contractor shall provide a commercial grade mechanical air sweeper, Mr. Air Model 1600 or equal, and a commercial broom sweeper that is capable of sweeping parking lot areas, roadways, and inside parking garage, and collecting all material, including dirt, leaves, pine needles and litter in all types of weather conditions. Sweeping vehicles shall be maintained in a good operating condition, painted and numbered, and shall have Contractor's name, phone number, and the vehicle number painted in contrasting colors on each side of the vehicle. Sweeping vehicles shall be kept in good

aesthetic condition with painting and touch up work performed as needed to maintain a first class appearance.

8. Contractor will have representatives made available to meet with City when necessary. Contractor shall provide to the City or the City's designated representative a minimum of 24 hours notice for any change of schedule and staffing.

9. Extra sweeps must receive approval from the City or the City's designated representative prior to sweeping. This work will be paid per the rates indicated in Exhibit B for area to be swept. If the City or the City's designated representative requires extra sweeps but provides less than 24 hours' notice, a 50 percent (50%) premium shall be added to rates in Exhibit B. No additional premiums shall be paid for sweeping services conducted on holidays.

10. Contractor shall provide normal payroll verification procedures, daily sign-in sheets, and weekly log sheets, and a complete breakdown of all hours and costs billed. Billings shall be monthly and include costs, designations of services, and dates of services provided.

11. Contractor's account manager or site supervisor shall attend a regularly scheduled on-site monthly Maintenance District meeting. No additional charges or premiums for these meetings to be paid over and above the agreement rates in Exhibit B.

12. Contractor shall provide uniforms for their on-site employees. Contractor shall be responsible for all uniform costs, including uniform cleaning, repair and replacement. City or the City's designated representative and Contractor shall determine uniform specifications.

13. Minimum Hiring and Employment Standards for Contractor and Contractor employees:

    a. U.S. citizenship or valid U.S. work permit

    b. Eighteen (18) years of age

    c. Free of felony or major misdemeanor criminal record, and multiple DUI's

    d. Valid California driver's license or valid state of California identification card

    e. Successfully pass Contractor's required Drug and Alcohol Pre-employment test and on-going Drug and Alcohol Abuse Prevention and Testing program. Contractor shall provide a copy of program to the City.

    f. Pass Contractor's conducted, at Contractor's expense, pre-employment background checks, previous employment check, and reference check.

    g. Speak, read, and understand the English language clearly.

    h. Comprehend oral and written orders, procedures, and materials.

    i. Physically able to accomplish various tasks required.

    j. Contractor responsible to conduct all testing, checks, and all costs for items in this section.

14. The use, possession, or transfer of illegal drugs, controlled substances (including medications without valid prescription) simulated (look-alike) drugs, drug paraphernalia, alcohol, firearms, knives explosives, and other weapons on premises is strictly forbidden at all times. Contractor will be required to comply with and enforce this policy, with respect to Contractor's employees, as part of employment.

15. City may request Contractor to replace a Contractor's provided employee at any time. Contractor shall comply with request immediately.

16. Contractor shall provide all training necessary for personnel including equipment operation, driving and traffic safety, emergency response, and customer service skills. A copy of Contractor's training program shall be provided to the City.

17. Contractor will provide assigned operations managers to assure adequate supervision of all contract personnel. The operations manager's duties shall include, but shall not be limited to, the following;

    a. Interview and approve all newly-hired staff assigned to perform the work described in this Agreement.

    b. Ensure assigned personnel maintain contract compliance.

    c. Facilitate effective communication with City and on-site facility employees.

    d. Maintain discipline.

    e. Provide budget information as requested by the City.

    f. Responsible to oversee or conduct training program.

    g. Contractor operations manager is available to respond 24 hours per day, 7 days per week, and 365 days per year for all emergencies.

    h. Inspect work and assure quality.

    i. Ensure all services are delivered as described in this Agreement.

18. If City determines Contractor's daily services were not provided per Agreement, City may reduce payment for each day of services not performed. The City or the City's designated representative shall notify Contractor as soon as possible concerning non-compliance. If Contractor corrects the deficiency within two (2) hours of notification, no reduction in payment shall be made. If Contractor fails to correct the deficiency within two (2) hours of notification, City shall deduct all of the daily payment due to Contractor. Contractor shall meet with City representative and discuss corrective actions taken to prevent future contract performance deficiencies.

19. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including removal, hauling, and disposal of accumulated debris. The monthly payment shall be based on the actual number of days the sweeping service was provided for that month.

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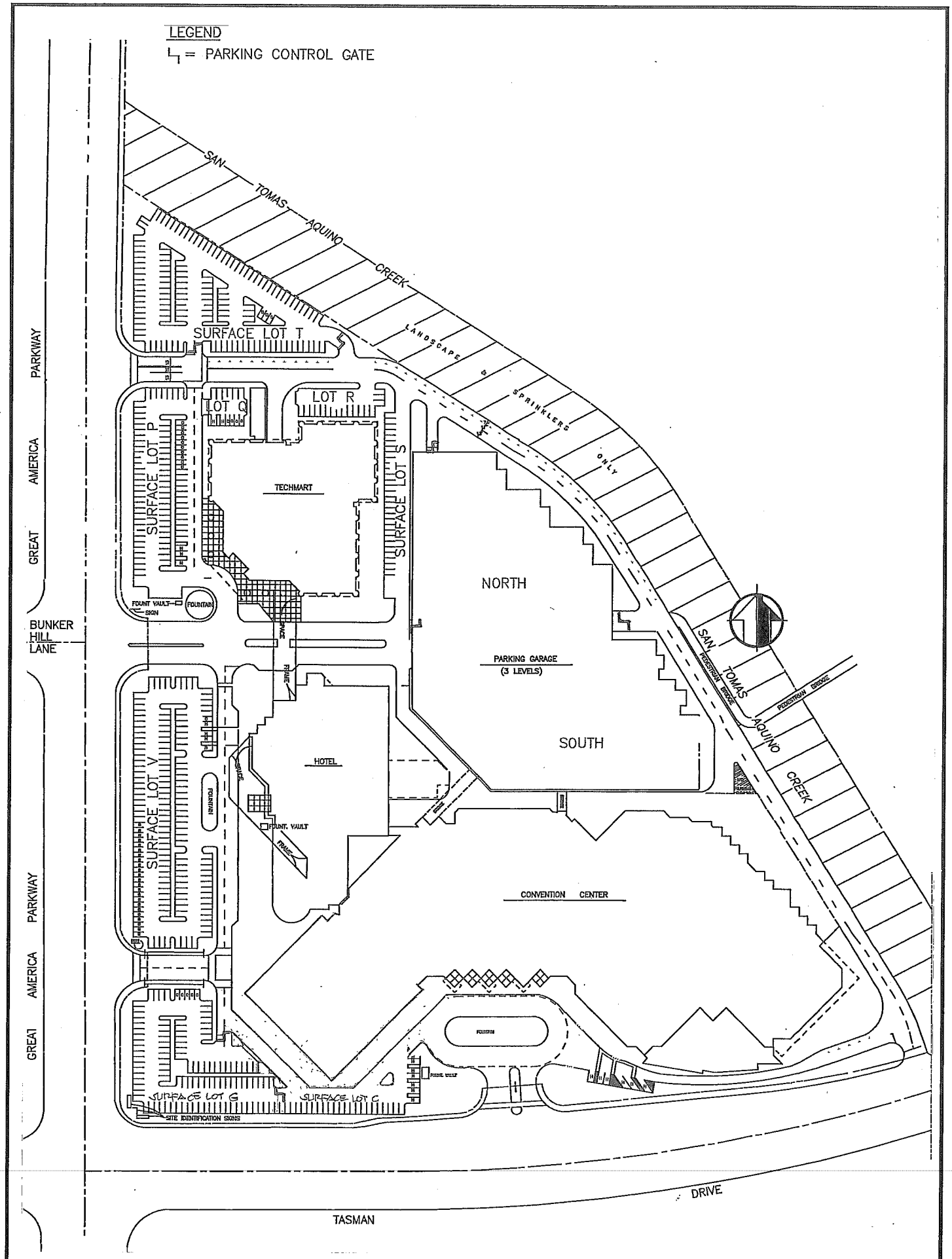
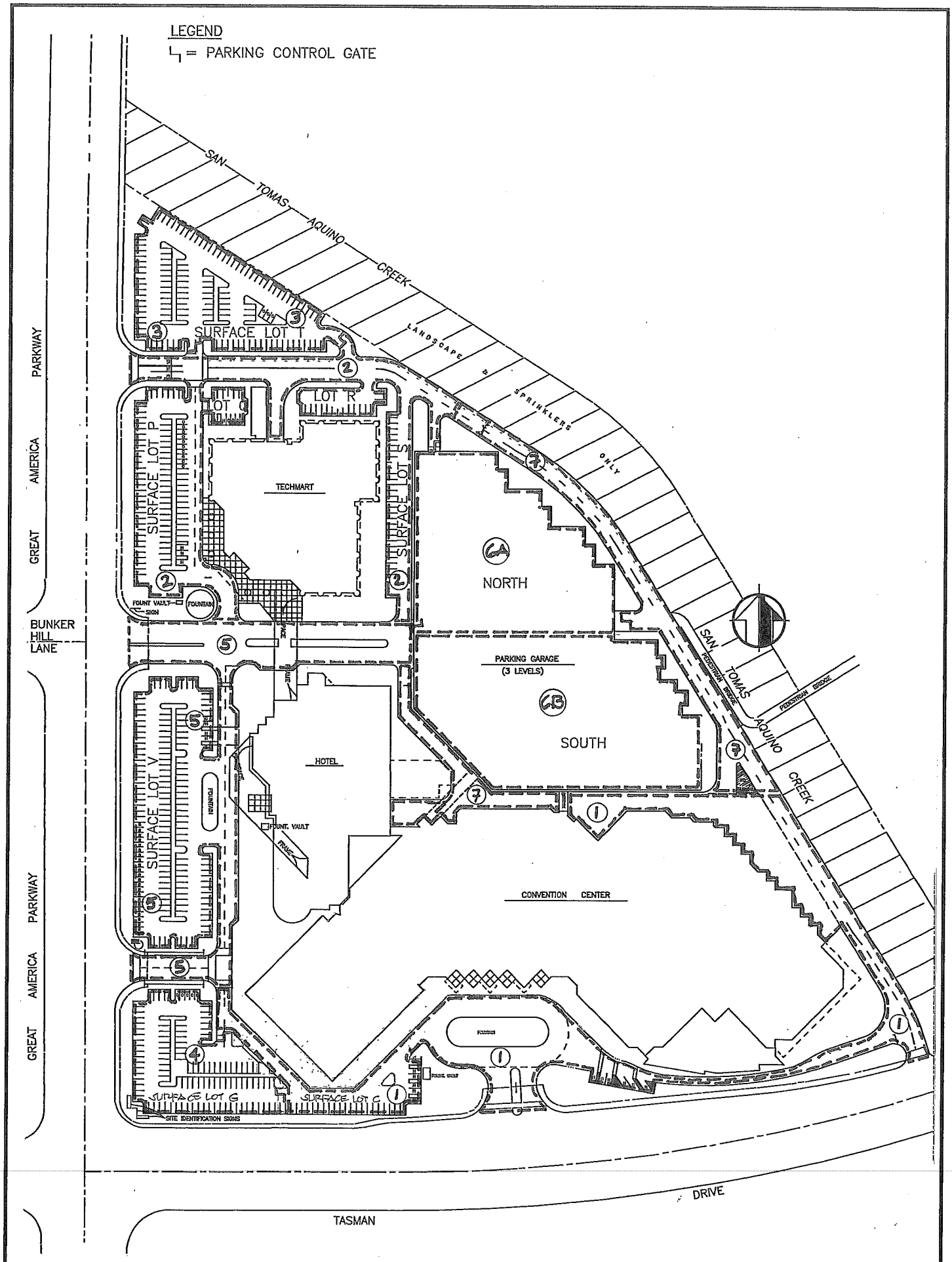


SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183	SITE MAP	SHEET NO. MD183-SW-01



SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183	SWEEP AREA DESIGNATIONS	SHEET NO. MD183-SW-02

LEGEND

= PARKING CONTROL GATE

SEQUENCE:

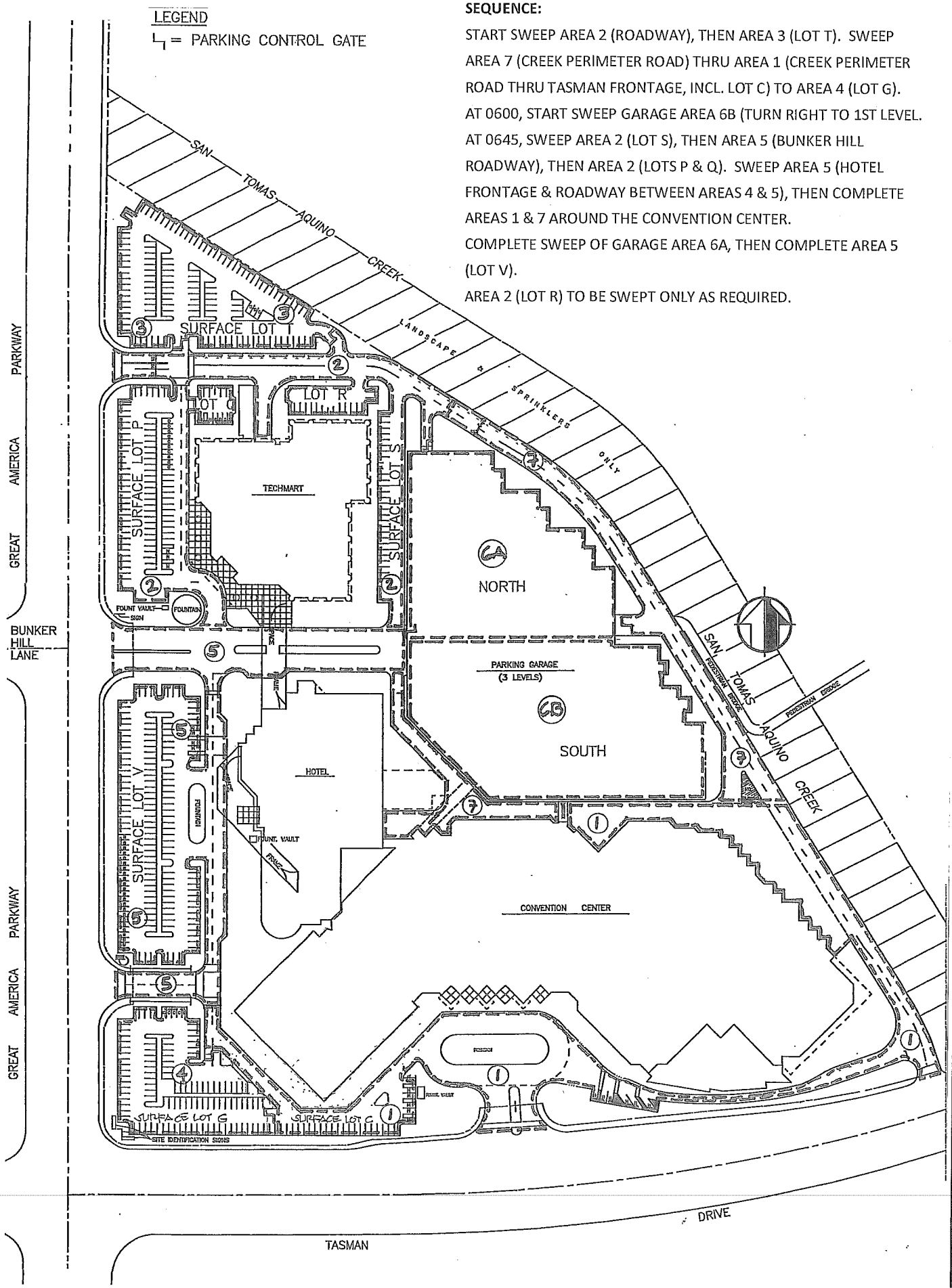
START SWEEP AREA 2 (ROADWAY), THEN AREA 3 (LOT T). SWEEP AREA 7 (CREEK PERIMETER ROAD) THRU AREA 1 (CREEK PERIMETER ROAD THRU TASMAN FRONTAGE, INCL. LOT C) TO AREA 4 (LOT G).

AT 0600, START SWEEP GARAGE AREA 6B (TURN RIGHT TO 1ST LEVEL.

AT 0645, SWEEP AREA 2 (LOT S), THEN AREA 5 (BUNKER HILL ROADWAY), THEN AREA 2 (LOTS P & Q). SWEEP AREA 5 (HOTEL FRONTAGE & ROADWAY BETWEEN AREAS 4 & 5), THEN COMPLETE AREAS 1 & 7 AROUND THE CONVENTION CENTER.

COMPLETE SWEEP OF GARAGE AREA 6A, THEN COMPLETE AREA 5 (LOT V).

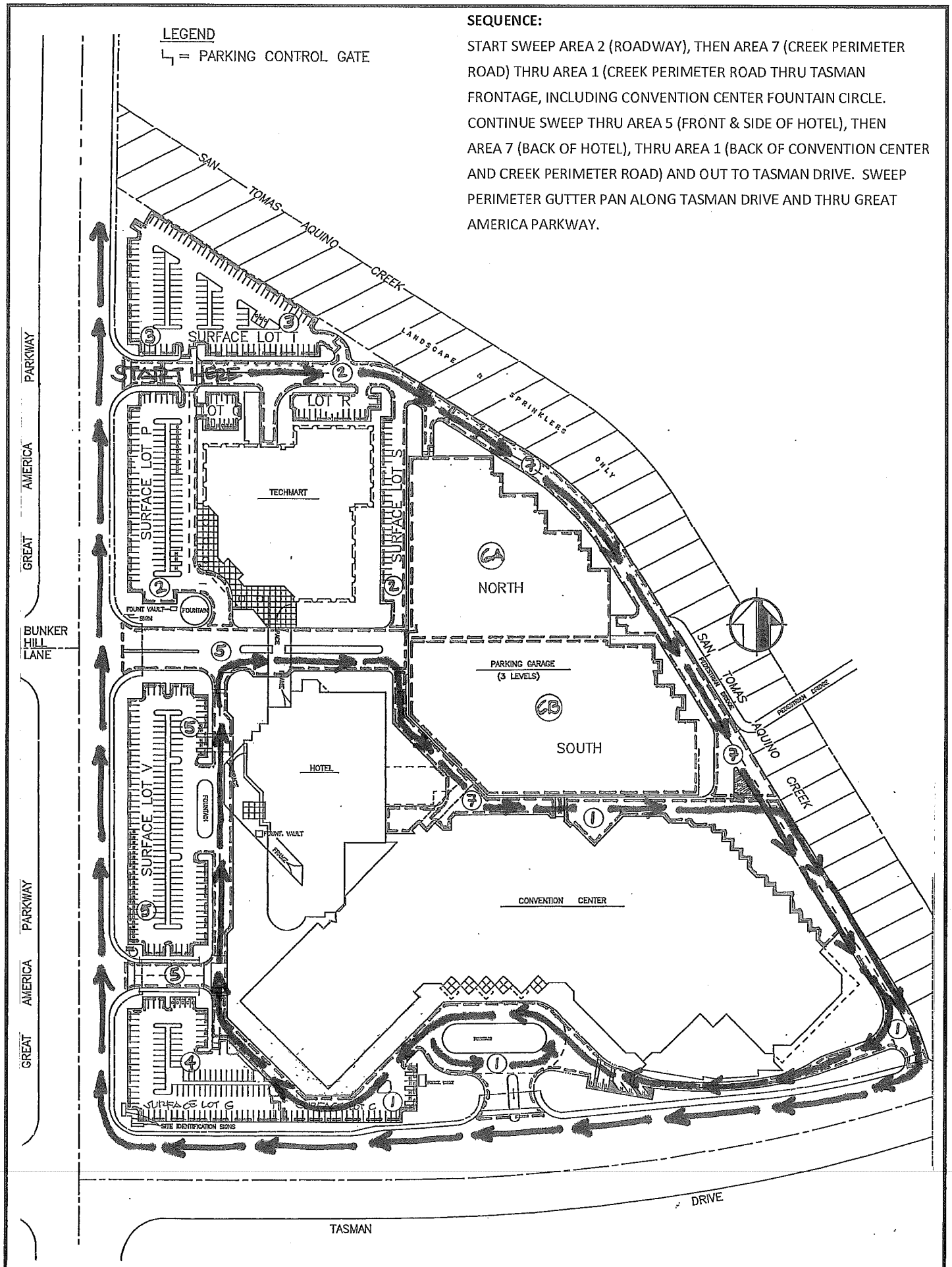
AREA 2 (LOT R) TO BE SWEPT ONLY AS REQUIRED.



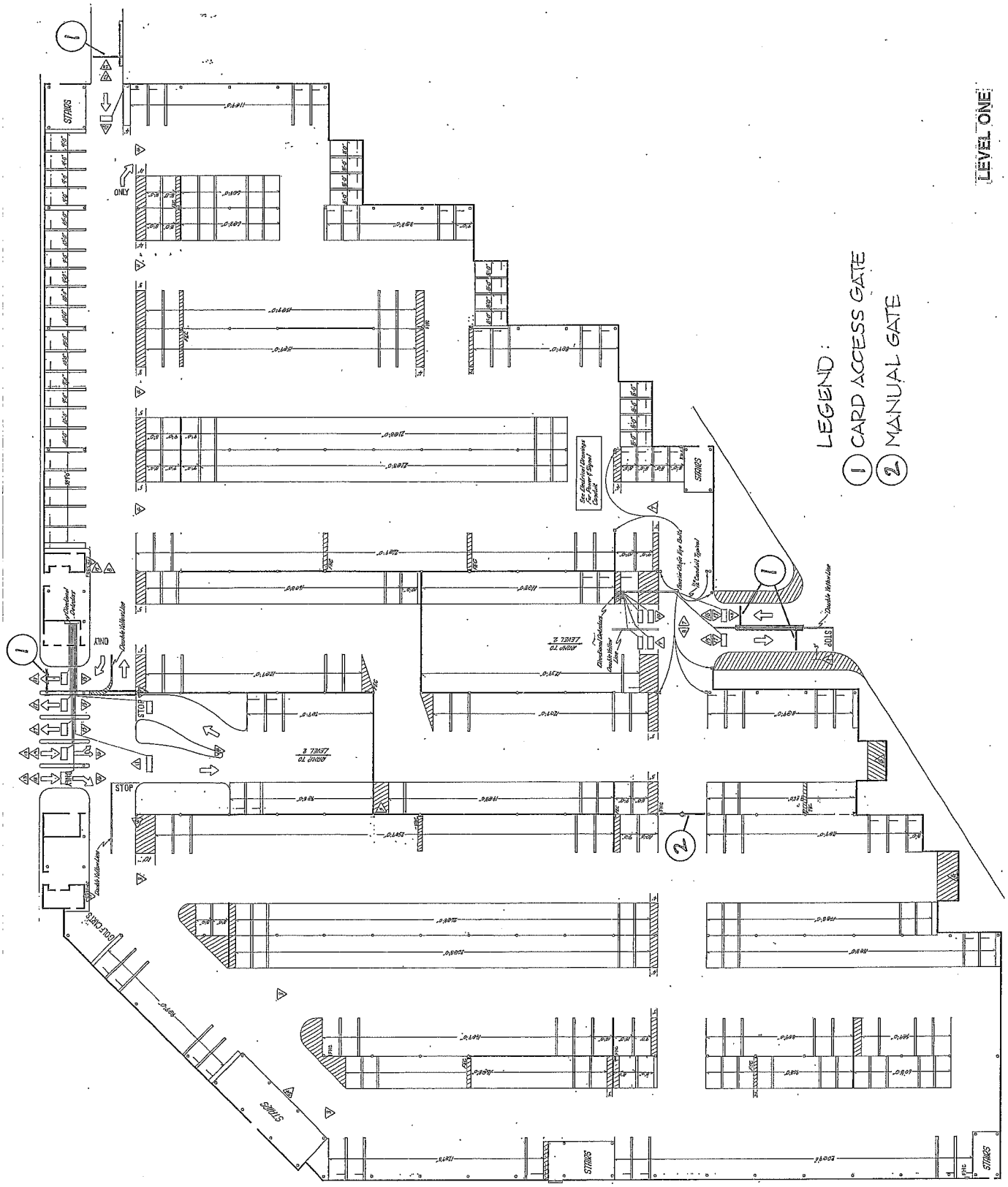
SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183	SWEEPING AND CLEANING SEQUENCE	SHEET NO. MD183-SW-03

SEQUENCE:

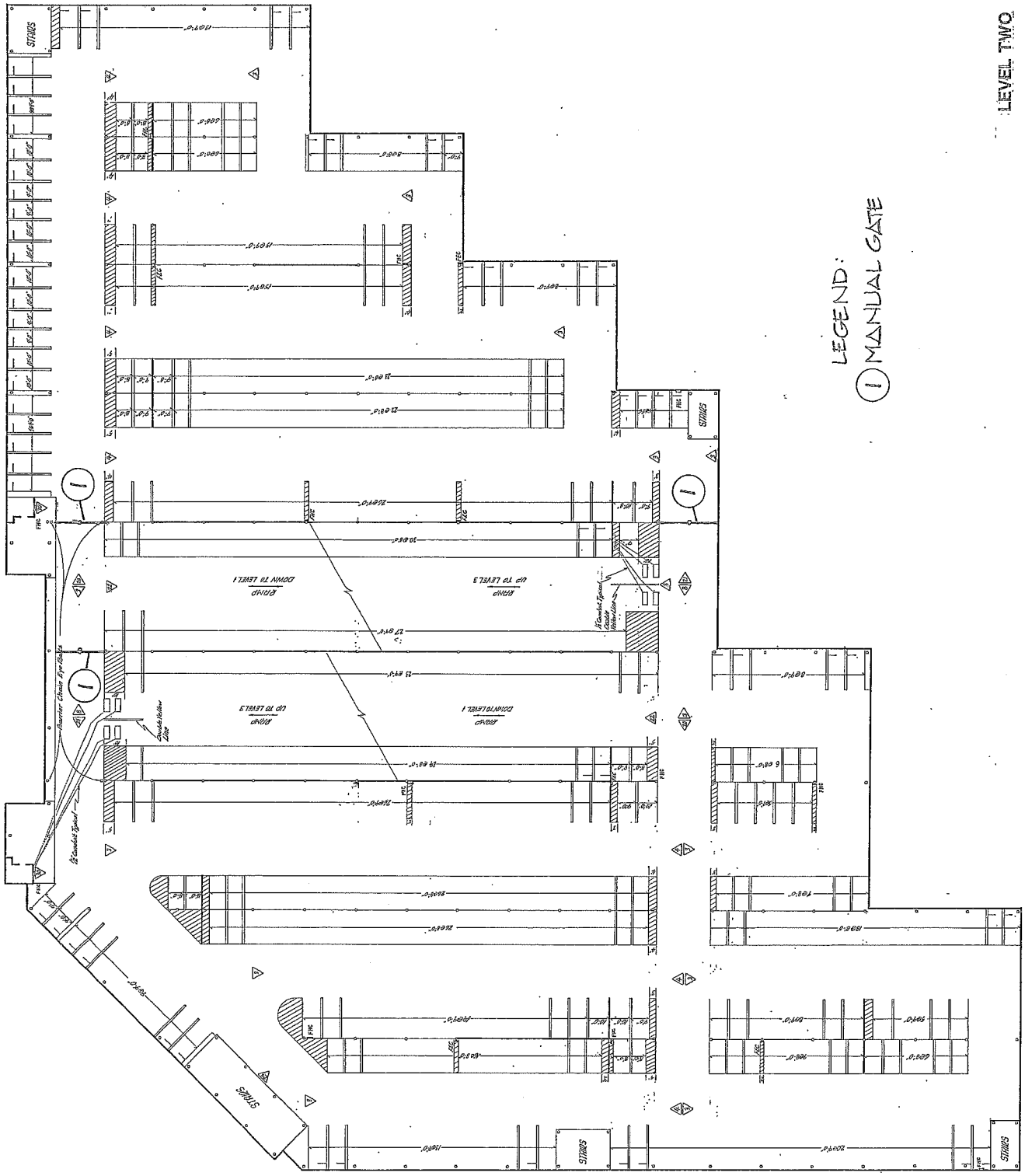
START SWEEP AREA 2 (ROADWAY), THEN AREA 7 (CREEK PERIMETER ROAD) THRU AREA 1 (CREEK PERIMETER ROAD THRU TASMAN FRONTAGE, INCLUDING CONVENTION CENTER FOUNTAIN CIRCLE. CONTINUE SWEEP THRU AREA 5 (FRONT & SIDE OF HOTEL), THEN AREA 7 (BACK OF HOTEL), THRU AREA 1 (BACK OF CONVENTION CENTER AND CREEK PERIMETER ROAD) AND OUT TO TASMAN DRIVE. SWEEP PERIMETER GUTTER PAN ALONG TASMAN DRIVE AND THRU GREAT AMERICA PARKWAY.



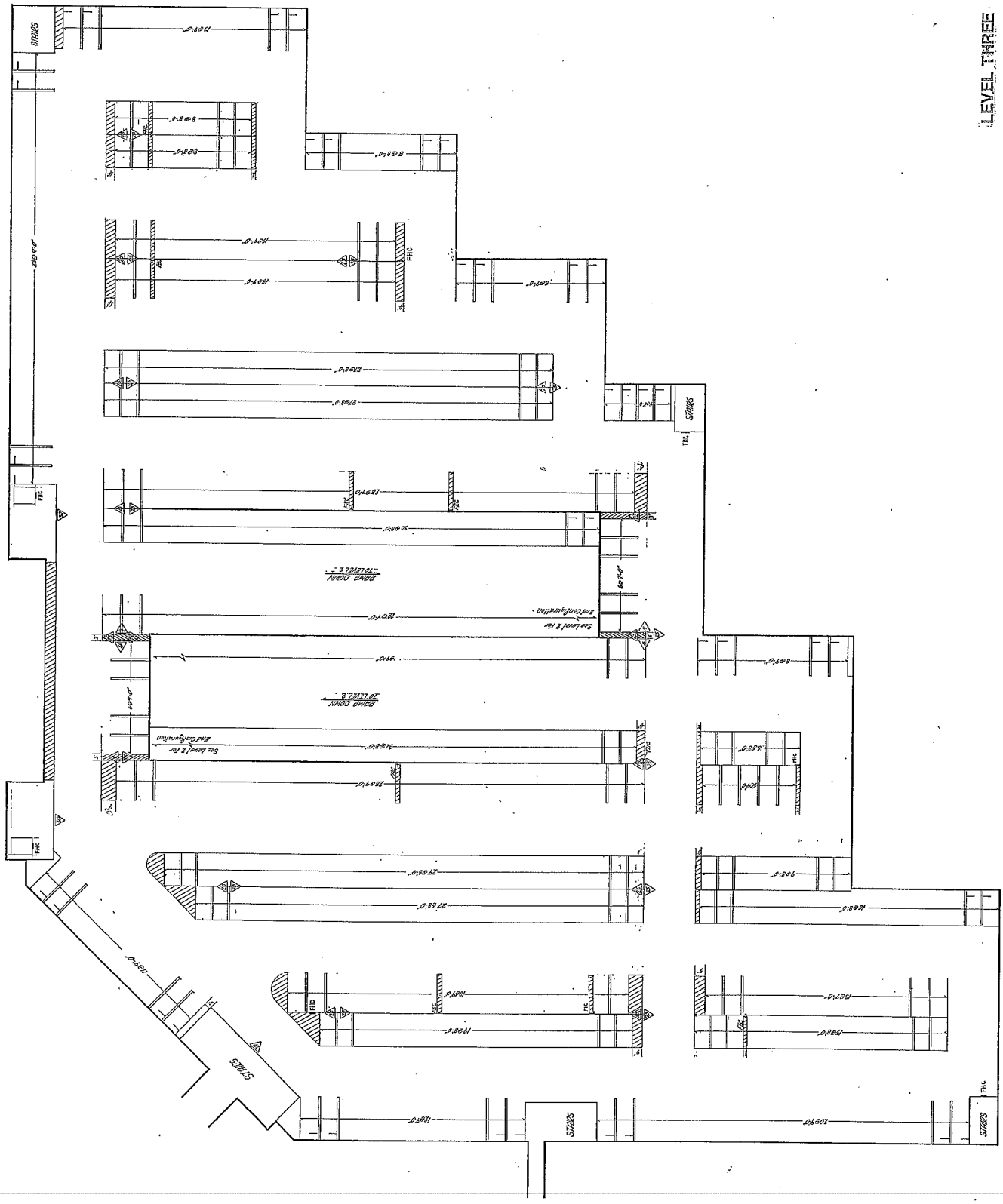
SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183	SWEEPING ROUTE FOR HEAVY DUTY BROOM SWEEP	SHEET NO. MD183-SW-04



SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183	PARKING GARAGE LEVEL ONE	SHEET NO. MD183-SW-05



SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183	PARKING GARAGE LEVEL TWO	SHEET NO. MD183-SW-06



SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183	PARKING GARAGE LEVEL THREE	SHEET NO. MD183-SW-07

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
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MIKE DAVIS LANDSCAPE SERVICES
FOR THE 2014-2016 SITE SWEEPING SERVICES
AT THE SANTA CLARA CONVENTION CENTER COMPLEX

EXHIBIT B

FEE SCHEDULE

ITEM NO.	SWEEP AREA	EST. FREQUENCY	EST. NO. OF OCCURENCES	COST PER OCCURENCE	AMOUNT
1	AREA 1	DAILY	365	$ 17.50	$ 6,837.50
2	AREA 2	DAILY	365	$ 17.50	$ 6,837.50
3	AREA 3	2 TIMES PER WEEK	104	$ 0.00	$ 0.00
4	AREA 4	DAILY	365	$ 17.50	$ 6,837.50
5	AREA 5	DAILY	365	$ 17.50	$ 6,837.50
6	AREA 6A – PARKING GARAGE LEVELS 1 & 2	DAILY	365	$ 17.50	$ 6,837.50
7	AREA 6B – PARKING GARAGE LEVELS 1 & 2	DAILY	365	$ 17.50	$ 6,837.50
8	AREA 6C – PARKING GARAGE LEVEL 3	DAILY	365	$ 17.50	$ 6,837.50
9	AREA 7	DAILY	365	$ 17.50	$ 6,837.50
10	HEAVY BROOM SWEEP AREA	2 TIMES PER WEEK	104	$ 0.00	$ 0.00
				TOTAL AMOUNT PER YEAR	$ 51,100.00

In no event shall the amount billed to City by Contractor for services under this Agreement exceed fifty one thousand one hundred dollars and zero cents ($51,100.00), subject to budget appropriations.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
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FOR THE 2014-2016 SITE SWEEPING SERVICES
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EXHIBIT C

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:

   $2,000,000 Each occurrence
   $2,000,000 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 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. 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 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.

3. 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.

F. 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.

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

EBIX Inc.
City of Santa Clara, Public Works/Street Dept.
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. 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.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MIKE DAVIS LANDSCAPE SERVICES
FOR THE 2014-2016 SITE SWEEPING SERVICES
AT THE SANTA CLARA CONVENTION CENTER COMPLEX

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 Contractor[1] does any of the following:

a. Is convicted[2] 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 "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 capability[4] or business experience[5] 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.

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[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.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MIKE DAVIS LANDSCAPE SERVICES
FOR THE 2014-2016 SITE SWEEPING SERVICES
AT THE SANTA CLARA CONVENTION CENTER COMPLEX

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.

MIKE DAVIS LANDSCAPE SERVICES

an individual

By: _____
Signature of Authorized Person or Representative

Name: Mike Davis

Title: Owner/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 ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa clara

On Feb 3rd 2014 before me, Paresh Africawala Notary Public
Date — Here Insert Name and Title of the Officer

personally appeared Mike Davis
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.

PARESH AFRICAWALA
Commission # 2004499
Notary Public - California
Santa Clara County
My Comm. Expires Feb 15, 2017

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: _____
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: Aff of Compliance with Ethical standards

Document Date: 2/3/14 Number of Pages: 4

Signer(s) Other Than Named Above: City SC,

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☒ Corporate Officer — Title(s): President	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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CITY OF SANTA CLARA
YOUTH COMMISSION MINUTES
October 15, 2013

The City of Santa Clara Youth Commission met for a special meeting on Tuesday, October 15 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: Ajaipal Chahal, Karla Cisneros, Devleena Das, Jeff Hara, Emily Packer, Sheryl Ratnam, Andrew Rauschhuber, Hannah Villalpando, Michelle Vo, Shana Vu, Ryan Winter, and Ashley Wong

Absent: Rafal Saeed - Excused
Vyvy Nguyen – Excused
Samia Abbasi - Excused

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 6:04 pm.

II. INTRODUCTION OF GUESTS – None

III. APPROVAL OF AUGUST 27 AND SEPTEMBER 10 MINUTES –

A. Karla Cisneros made a motion to amend the minutes with the following changes: August, IV. E – Bellarmine is spelled incorrectly. September, V. G – Buchser is spelled incorrectly. Sheryl Ratnam seconded the motion. Ryan Winter made a motion to approve the amended minutes, seconded by Andrew Rauschhuber.

IV. CORRESPONDENCE/COMMUNICATIONS–

A. Santa Clara High School
   1. October 11 – Staff vs. Students, "Trivia Smack down"
   2. October 18 – Football vs. Milpitas (Academic Night)
   3. October 25 – Renaissance Rally
   4. October 25, and November 1, 2 – Fall Drama, "You're a Good Man Charlie Brown"
   5. October 31 – Halloween Costume Contest
   6. November 6 – Harvest Concert
   7. November 8 – 22, Canned Food Drive
   8. November 8 – Football vs. Wilcox (Teacher Appreciation Night)

B. Wilcox High School
   1. October 21-25, Homecoming Week
   2. October 23 – Homecoming Rally

3. October 24 – Homecoming Float Building Night
4. October 25 – Homecoming Parade and Game
5. November 4 – Beginning of Toy Drive for George Mayne Elementary School
6. November 6 – Open House

C. Archbishop Mitty High School
1. October 4 – Senior Liturgy
2. October 11 – 12, 17 – 19: Fall Musical, "Legally Blonde"
3. October 16 – College Fair and PSAT
4. October 21 – Fall Concert
5. October 23 – 25, Visit Mitty Days
6. October 23 – Divisional meetings for Spirit Week
7. October 24 – Fall Sports Rally and Football vs. St. Francis
8. November 2 – Black and Gold
9. November 6 – 8, Visit Mitty Days
10. November 6 – Powder Puff Football
11. November 8 – Spirit Rally
12. November 9 – Homecoming Dance

D. St. Francis High School
1. October 7 – Immersion Information Night
2. October 9 – Fall Band & Choir Concert
3. October 20 – Open House
4. October 23 – 25, Senior Retreat
5. October 28 – November 2, Homecoming Week
6. October 31 – Night of Acoustics
7. November 1 – 22, Thanksgiving Food Drive
8. November 2 – Homecoming Dance

E. Bellarmine College Preparatory
1. October 7 – 11, Spirit Week
2. October 13 – Freshman Retreat
3. October 15 – Justice Assembly
4. October 17 – 20, Wilderness Retreat
5. October 22 – Sophomore Retreat
6. October 25 – 27, Urban Plunge
7. November 1 – 3, 7-9, Fall Drama, "Amadeus"
8. November 1 – All School Liturgy

F. Buchser Middle School
1. October 10 – Motivational Speaker, "Homeless by Choice"
2. October 16 – Picture Make-up Day
3. October 18 – ASB Dance
4. November 11 – West Valley Jazz Festival

V. SUMMARY OF CITY COUNCIL ACTIONS – none

VI. OLD BUSINESS

A. Election of Officers – The Youth Commission held elections and the following Youth Commissioners were selected:
1. Chair – Jeff Hara
2. Vice Chair – Ajaipal Chahal

3. Secretary – Sheryl Ratnam
4. Treasurer – Andrew Rauschhuber

B. City of Santa Clara Art & Wine Festival, September 13 - 15
1. Loading/unloading, September 13 & 15 – The Youth Commission assisted vendors load and unload their supplies for a fee of $8.00/load. The money raised will go towards the Community Service Scholarship fund, sponsored by the Youth Commission. This money will be awarded to deserving juniors and graduating seniors in May.
2. Hot Dog Booth, September 14 & 15 – The Youth Commission sold hot dogs and bratwursts, juice boxes, and chips in the Hot Dog Booth. The money raised will go towards the Community Service Scholarship fund, sponsored by the Youth Commission. This money will be awarded to deserving juniors and graduating seniors in May.
3. Finalize 2013 – 2014 goals – The Youth Commission revisited their brainstorming from the August 27 meeting. After careful consideration, the Youth Commission chose the following projects for the 2013-2014 term:
    a) Santa Clara's Got Talent - The Youth Commission will host the 5th annual Santa Clara's Got Talent as a way to showcase the talent in our community.
    b) A.E.D. (automated external defibrillator) Project – The Youth Commission would like to continue working on their video that they filmed two years ago. Next steps involve editing and a final approval. The purpose of the video is to create a P.S.A. as well as a teaching tool to be used in the schools or by the Fire Department. The hope is that it will help to increase awareness about A.E.D.
    c) Outdoor Movie Night – The Youth Commission would like to host another family movie night out at Don Callejon School in the Spring, as a way to encourage families to do something together.
    d) Fun Run/Walk – The Youth Commission would like to organize a youth event, in conjunction with the "Let's Move" Campaign, as a way to encourage young people to be more active and get outdoors.
    e) Youth Commission Sponsored Community Service Scholarship.
    f) Parent Resource Workshops at the Teen Center.
4. Develop calendar of events – Based on the current commitments of the Youth Commission, the group chose the following tentative dates for their projects.
    a) Parent Resource Workshops – November, January, March, May, at the Teen Center
    b) Fun Run/Walk – November 17
    c) Santa Clara's Got Talent – January 18
    d) Intergenerational Dance – March 15
    e) Community Service Scholarship – April 5

5. Form committees – Jennifer worked with the Youth Commission to establish committees based on the goals and/or projects of the Youth Commission. Jennifer reminded the Youth Commission that only seven members were allowed to serve on a committee. Committee times were chosen by the Youth Commission. Committee meetings were held on Tuesday, September 24.

VII. COMMITTEE REPORTS

A. Fun Run/Walk – the Committee met and picked up where they left off from last year. The Committee would like to have the event in mid-November, possibly the 17th, at 9:00am. Ideas for registration fees are between $7.00 and $10.00. A committee meeting was scheduled for Tuesday, October 22 at 5:30 pm.

B. Intergenerational Dance – the Committee met to begin brainstorming ideas for an Intergenerational Dance for high school students and senior citizens. The Youth Commission is proposing to hold it at the Senior Center. Jennifer Herb will talk with Phil Orr. The Committee would like to hold the event on Saturday, March 15, from 3:00 – 5:00 pm. Entrance for the dance will be free to encourage more attendance. Refreshments such as cupcakes, coffee, cookies and/or punch would be served. A committee meeting was scheduled for Tuesday, October 22 at 6:00 pm.

C. Parent Resource Workshops – the Committee met and began to develop details for the workshops. The committee has suggested holding the workshops on Wednesday from 6:30-7:30 pm, at the Teen Center. Workshops would be free and open to all Santa Clara residents. The goal is that the committee would hold 3 workshops between January and May. A committee meeting was scheduled for Tuesday, October 22 at 6:30 pm.

D. Santa Clara's Got Talent – the Committee met to develop the details of the event. The event is scheduled for Saturday, January 18 at the Community Recreation Center, from 7:00-9:00 pm. Tickets will be $7.00 in advance and $10.00 at the door. Auditions will be held at the Teen Center on December 2, 3, and 5. Tickets for the show will go on sale December 16. A committee meeting was scheduled for Tuesday, October 22 at 7:00 pm.

VIII. NEW BUSINESS

A. Headless Homecoming Dance – Friday, October 25 – The Teen Center is holding the Halloween Dance in connection with Wilcox's Homecoming. Entrance to the dance is $5.00 with a costume, Homecoming T-shirt, football game ticket stub, or Teen Center Card. $10.00 without. Dance begins at 9:00 pm.

B. Halloween Party – Thursday, October 31, 3:00 pm – 6:00 pm –The Youth Commission will be selling concessions for the City Halloween Party and the Youth Activity Center. Concessions will be sold from the Teen Center Café. Youth Commissioners will sign up for a shift during the event.

C. Brainstorm teambuilding ideas and dates – Jennifer is working with the Youth Commission to establish a date for a teambuilding activity.

D. Youth Commission T-shirts

E. November Committee meetings, November 19 – Due to the Thanksgiving week, committee meetings will be moved to November 19.

F. YAC Social, November 21 – The Youth Commission has been invited to attend the CPRS District 4 – YAC Social on Thursday, November 21. All Youth Commissions

from San Francisco to Gilroy have been asked to participate. The evening will consist of ice-breakers, Youth Commission panel discussion, dinner, and YAC Attack planning.

IX. PUBLIC PRESENTATIONS – None

X. ADJOURN – A motion was made by Hannah Villalpando to adjourn the meeting at 7:35 pm. Devleena Das seconded the motion. Meeting was adjourned to the next scheduled meeting, Tuesday, December 9, at the Teen Center.

Minutes Prepared by: _____
for Jennifer Herb
Youth Commission Staff Liaison
Recreation Supervisor

2/25/14

MD-2

CITY OF SANTA CLARA
YOUTH COMMISSION MINUTES
November 12, 2013

The City of Santa Clara Youth Commission met for their regular meeting on Tuesday, November 12 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, Rafal Saeed, Andrew Rauschhuber, Hannah Villalpando, Michelle Vo, Shana Vu, Ryan Winter, and Ashley Wong

Absent: Emily Packer – Not Excused
Sheryl Ratnam – Excused

Guests: Sufyan Abbasi – Student at Wilcox High School

Staff Present: Nan Choi – Teen Librarian
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 6:10 pm.

II. INTRODUCTION OF GUESTS – Sufyan Abbasi – Student at Wilcox High School

III. APPROVAL OF OCTOBER 15 MINUTES –

A. Shana Vu made a motion to amend the minutes with the following changes: IV. Correspondence A1 – the word "down "should be capitalized. F4 – the West Valley Jazz Festival happened on November 1 not the 11. VI. Old Business B3 – the Intergenerational Dance was not mentioned as a goal. Karla Cisneros seconded the motion. Hannah Villalpando made a motion to approve the amended minutes, seconded by Ryan Winter.

IV. CORRESPONDENCE/COMMUNICATIONS–

A. Santa Clara High School
   1. November 9 – Marching Band Competition
   2. November 14 – Cyber High Class meeting
   3. November 15 – Football vs. Palo Alto
   4. November 16 – CCS
   5. November 20 – Fall Sports Awards Night
   6. November 22 – Staff vs. Student Volleyball
   7. November 25 – December 6, Family Giving Tree Toy Drive
   8. November 30 – Cross Country State Meet
   9. December 4 – Night of Acoustics
   10. December 6 – Holiday in the Quad

B. Wilcox High School
   1. November 7, 8 and 15, 16 – Drama Production, "The Dining Room"
   2. November 16 – CCS Meet
   3. November 19 – Senior Panorama Picture
   4. December 4 – Music Concert
   5. December 6 – Choir Concert

C. Presentation High School - None

D. Archbishop Mitty High School
   1. November 14 – Quest Retreat
   2. November 15 – Fall Sketch Comedy Night
   3. November 24 – Open House
   4. November 27 – Thanksgiving Liturgy
   5. December 2 – Christmas Concert
   6. December 4-6, Visit Mitty Days
   7. December 4 – Christmas Concert
   8. December 6 – Winter Dance Recital & Christmas Rally

E. St. Francis High School - None

F. Bellarmine College Preparatory
   1. November 8 – Parent/Son Mass
   2. November 12 – Sophomore Retreat
   3. November 13 and 14 – Winter Musical Auditions, "Hairspray"
   4. November 14 – El Salvador March
   5. November 15 – Parent/Son Mass
   6. November 18 – Winter Warmth Drive begins
   7. November 19-21, Kairos
   8. November 21 – Poverty Simulation & Justice Summit Film, "The Contender"
   9. November 24 – JW House DodJe BraW1 Tournament
   10. November 26 – Thanksgiving Prayer Service and Winter Warmth Drive ends

G. Buchser Middle School
   1. November 15 – Progress Reports
   2. November 26 – Turkey Trot
   3. December 5 – Winter Band Concert

V. SUMMARY OF CITY COUNCIL ACTIONS – None

VI. OLD BUSINESS

A. Headless Homecoming Dance – Friday, October 25 – The Teen Center held the Halloween Dance in connection with Wilcox's Homecoming. Entrance to the dance was $5.00 with a costume, Homecoming T-shirt, football game ticket stub, or Teen Center Card. $10.00 without. Dance began at 9:00 pm.

B. Halloween Party – Thursday, October 31, 3:00pm – 6:00 pm –The Youth Commission sold concessions for the City Halloween Party at the Youth Activity Center. Concessions were sold from the Teen Center Café. The Youth Commissioner raised $226.00 which will be put towards the Community Service Scholarship Fund.

VII. COMMITTEE REPORTS

A. Fun Run/Walk – the Committee met to continue discussing details of the event. Commissioner Ashley Wong is responsible for designing the T-shirt, Commissioner Jeff Hara is responsible for developing the format of the event, Commissioner Ajaipal Chahal is responsible for designing the flyer, and Jennifer Herb will look into inflatables. A committee meeting was scheduled for Tuesday, November 19 at 5:00 p.m.
B. Intergenerational Dance – the Committee continues to develop the content of the event. Jennifer Herb shared the concerns of the Sr. Center staff. After discussing the concerns, the Committee would like to pursue the dance, but hold it at the Teen Center. Possible theme ideas are: Sock Hop, Hawaiian, Colors, Mardi Gras, or Decades. A committee meeting was scheduled for Tuesday, November 19 at 6:00 p.m.
C. Parent Resource Workshops – after discussing possible topics for workshops, the Committee has decided to change their target audience and market to teens. Topics will include: How to deal with a Bully, Self-esteem, Internet Safety, and Eating Disorders. A committee meeting was scheduled for Tuesday, November 19 at 6:30 p.m.
D. Santa Clara's Got Talent – the Committee continues to develop the details of the event. The Committee wants to keep the People's Choice Award, but is looking to facilitate it differently. Possibly have the audience text their choice. The Committee would like to have an informational meeting after the auditions, for those that are selected to perform. A committee meeting was scheduled for Tuesday, November 19 at 5:30 p.m.

VIII. NEW BUSINESS

A. Brainstorm teambuilding ideas and dates – Jennifer Herb is working with the Youth Commission to establish a date for a teambuilding activity.
B. 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.
C. November Committee meetings, November 19 – Due to the Thanksgiving week, committee meetings will be moved to November 19
D. YAC Social, November 21 – The Youth Commission has been invited to attend the CPRS District 4 – YAC Social on Thursday, November 21. All Youth Commissions from San Francisco to Gilroy have been asked to participate. The evening will consist of ice-breakers, Youth Commission panel discussion, dinner, and YAC Attack planning.
E. Tree Lighting Ceremony, December 6 – The Youth Commission will be participating in the annual city event, by providing a face-painting booth.
F. An Evening with Santa, December 19 – Jennifer Herb asked if anyone was interested in volunteering at the holiday event. Those Youth Commissioners that wish to help can contact Jennifer.

IX. PUBLIC PRESENTATIONS – None

X. ADJOURN – A motion was made by Rafal Saeed to adjourn the meeting at 8:07 pm. Ashley Wong seconded the motion. Meeting was adjourned to the next scheduled meeting, Tuesday, December 9, at the Teen Center.

Minutes Prepared by: Karen Brown
for Jennifer Herb
Youth Commission Staff Liaison
Recreation Supervisor

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7D-3

Santa Clara All-America City 2001

Date: January 21, 2014

To: City Manager for Council Information

From: Director of Planning and Inspection

Subject: Note and File: Historical and Landmarks Commission Minutes of December 5, 2013

On January 9, 2014, the Historical and Landmarks Commission approved its Minutes of December 5, 2013. These Minutes are now being brought forward to the City Council to be noted and filed. Any items on these Minutes marked for City Council Action were either brought forward already or will be brought forward under separate cover accompanied by a separate Agenda Report.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Historical and Landmarks Commission Minutes of December 5, 2013

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City of Santa Clara

HISTORICAL AND LANDMARKS COMMISSION MEETING MINUTES

Thursday, December 5, 2013 – 7:00 P.M.
CITY COUNCIL CHAMBERS
1505 Warburton Avenue
Santa Clara, CA 95050

Please refer to the Historical and Landmarks Commission Procedural Items guideline for information on all procedural matters.
An audio recording of this meeting is available in the Planning Office for review or purchase the Friday following the meeting.

ITEMS FOR COUNCIL ACTION

The following items from this Historical and Landmarks Commission agenda will be scheduled for Council review following the conclusion of hearings and recommendations by the Historical and Landmarks Commission. Due to timing of notices for Council hearings and the preparation of Council agenda reports, these items will not necessarily be heard on the date the minutes from this meeting are forwarded to the Council. Please contact the Planning Division office for information on the schedule of hearings for these items:

- None

1. CALL TO ORDER

The meeting was called to order at 7:05 p.m.

2. ROLL CALL

Commissioners Present: Chair Brian Johns, Michael Hyams, Robert Luckinbill, Jeannie Mahan, Jerry McKee, Motyka, and J.L. "Spike" Standifer

Staff Present: Yen Chen, Associate Planner, Shaun Lacey, Assistant Planner II (Item 8.A.)

3. DISTRIBUTION OF AGENDA AND STAFF REPORTS

Copies of current agendas and staff reports for each of the items on the agenda are available from the Planning Division office on the Friday afternoon preceding the meeting and are available at the Commission meeting at the time of the hearing. Chair Johns reviewed this procedure.

4. DECLARATION OF COMMISSION PROCEDURES

Chair Johns reviewed the Historical and Landmarks Commission procedures for those present.

5. REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES

A. Withdrawals – None
B. Continuances - None
C. Exceptions - None

6. ORAL PETITIONS/ANNOUNCEMENTS AND COMMUNICATIONS

- Mr. James Rowen noted inappropriate comments made before the City Council was brought to the attention of the staff to the Human Relations Commission. Mr. Rowen stated that he will keep the Commission informed, since the item discussed was associated with a past item before the HLC.

7. CONSENT CALENDAR

Consent Calendar items may be enacted, approved or adopted, based upon the findings prepared and provided in the written staff report, by one motion unless requested to be removed by anyone for discussion or explanation. If any member of the Historical and Landmarks Commission, staff, the applicant or a member of the public wishes to comment on a Consent Calendar item, or would like the item to be heard on the regular agenda, please notify Planning staff, or request this action at the Historical and Landmarks Commission meeting when the Chair calls for these requests during the Consent Calendar review.

7.A. Approval of Historical and Landmarks Commission Minutes for the meeting of November 7, 2013.

Motion/Action:
It was moved by Commissioner McKee, seconded by Commissioner Luckinbill and was carried (7-0-0-0) to approve the Minutes of November 7, 2013

**********END OF CONSENT CALENDAR**********

8. PUBLIC MEETNG ITEMS

8.A.	File No.(s):	**PLN2013-09691**
	Location:	1593 Lexington Street, a 11,325 square foot parcel located at the northeast corner of Lexington Street and Lincoln Street (APN: 269-26-012). Property is zoned Medium-Density, Multiple-Family Residential (R3-36D).
	Applicant / Owner:	Fawzy Ismail
	Request:	**Design Review** of a new detached residential accessory unit and conversion of a basement to habitable living space
	CEQA Determination:	Categorical Exemption per CEQA Section 15303, New Construction
	Project Planner:	Shaun Lacey, AICP, Assistant Planner II
	Staff Recommendation:	**Recommend Approval, subject to conditions**

Notice: The notice of public meeting for these items was posted within 300 feet of the site and was mailed to property owners within 300 feet.

Discussion:
Mr. Lacey gave a brief presentation of the project. He noted the applicant has provided an updated DPR, parking plan, and revised drawings to reflect future development of the property. Craig Mineweaser, AIA, the Volunteer Architectural Advisor to the HLC, and Lorie Garcia, Honorary City Historian, submitted written recommendations. Ms. Garcia noted that the proposed project is out of context with the Old Quad neighborhood, will negatively affect the historic resources that surround the property, and the number of bathrooms indicates a much higher density living space than the parking plan will support. Mr. Mineweaser recommended that the soil be sloped up to the house foundation, and that the drawings be revised and resubmitted. He advised adding information to the drawings to show the current relationship of the house to site. Commissioner Motyka provided written comments and noted that the project was large in scale and agreed with comments provided by Mr. Mineweaser and Ms. Garcia. Commissioner Motyka also noted concerns over the number of units proposed.

The Commission discussed Mr. Mineweaser and Ms. Garcia recommendations and asked staff whether there were modifications to the front steps or the stone work. Mr. Lacey noted that the proposal is to elevate the rear portion of the structure and not alter the front of the house. Mr.

Chen reviewed the criteria for basement additions, and requirements for single family home with an accessory unit. The Commission noted that it appears the advisors recommendations did not reflect the fact that the front of the house was not being altered. Mr. Ismail explained how the house was being elevated and that the siding materials would be extended to match existing.

The public comment period was opened. James Rowen requested access to the written comments and materials submitted during the meeting. He also commented that a use of wet bar in the basement is not uncommon and one exists in the ex mayor's residence. Judy Tucker noted concerns over the clean up of the yard. She requested that the cleanup and landscaping be completed prior to occupancy. Ms. Tucker requested that the dimensions on site plan be checked for accuracy. She requested that applicant be required to install a fence along the property line. She also noted that the rear porch between the accessory unit be allowed to be enclosed or relocated to the back side of the unit. Sara Doty commented that Mr. Ismail was the contractor on 1091 Harrison Street and questioned his qualifications to do work on this residence. She noted concerns over the work done without permits. Ms. Doty noted that raising the house is not consistent with the Secretary of Interior Standards. The public comment period was closed.

Mr. Ismail noted that he was not the contractor at 1091 Harrison Street project. Commissioner Johns suggested that the chain link fence be replaced with a more historical appropriate design. Commissioner Mahan noted that the condition at the site has not improved. She suggested that it would be a good idea to show good faith by cleaning up the site. Mr. Ismail, owner addressed the Commission and noted his willingness to work with the Commission as well as the neighbors on the design.

The Commission discussed the need to review the historic aspects of this structure. Commissioner Mahan noted concerns over the changes to the entire roof line. Commissioner Johns noted the project is unique as a basement project. He noted that the applicant is proposing to use the existing basement floor, thus raising the house to meet the height clearances. Commissioner Johns noted the request is to preserve the stone work and to raise the back three quarters of the house to accommodate the basement addition.

Motion/Action:
It was moved by Commissioner Luckinbill, seconded by Commissioner Motyka and was carried (7-0-0-0) to continue the project, subject to clarifying architectural details on the drawings and obtaining input from the Honorary City Historian and Volunteer Architectural Advisor on the Historical Integrity of the proposed project.

8.B.	File No.(s):	**PLN2013-10082**
	Location:	1255 Monroe Street, a 7,663 square foot parcel located on the east side of Monroe Street, approximately 100 feet south of Harrison Street (APN: 269-15-076). Property is zoned Single Family Residential (R1-6L).
	Applicant / Owner:	Sears Home Improvement / Laura Vega
	Request:	**Design Review** of the proposed addition of horizontal exterior vinyl siding to the house on a property located within 100 feet of historic resources.
	CEQA Determination:	Categorical Exemption per CEQA Section 15301, Existing Facilities
	Project Planner:	Jeff Schwilk, AICP, Associate Planner
	Staff Recommendation:	**Recommend Approval, subject to conditions**

Notice: The notice of public meeting for these items was posted within 300 feet of the site and was mailed to property owners within 300 feet.

Discussion:
Mr. Chen gave a brief presentation of the project. Craig Mineweaser, AIA, the Volunteer Architectural Advisor to the HLC submitted written recommendation to deny the request. He noted that the house is a Contributing Structure to the historic character of the neighborhood. He also cited Preservation Brief #8 Aluminum and Vinyl Siding on Historic Buildings. Mr. Chen noted that over time the property has been modified resulting in the loss of integrity. He commented that the building is in the Old Quad which is not a historical district.

The public comment period was opened. Mr. Ed Richards submitted written comments in opposition on the use of vinyl siding. The pubic comment period was closed.

Commissioner Motyka noted that the property is not a historic resource. She also noted that no other historical resources are on the immediate block facing Monroe Street. Commissioner Johns noted that the vinyl siding will be placed over the existing wood siding. Commissioner McKee and Mahan concurred with staff that the property has lost its historical integrity.

Motion/Action:
It was moved by Commissioner Motyka, seconded by Commissioner Mahan and was carried (6-1-0-0, (Hyams dissenting) to recommend approval of the project, subject to adding the 5-inch trim option in contrasting color from the sage-color vinyl siding.

8.C.	File No.(s):	**PLN2013-10119**
	Location:	773 Madison Street (775 Madison Street) a 7,100 square foot parcel located approximately 50 feet south from the corner of Lexington Street and Madison Street, (APN: 269-26-116). Property is zoned Single-Family Residential (R1-6L).
	Applicant/Owner:	Thomas T. Hinton
	Request:	**Design Review** of a roof mounted heat pump unit on an existing accessory dwelling unit and garage
	CEQA Determination:	Categorical Exemption per CEQA Section 15301, Existing Facilities
	Project Planner:	Payal Bhagat, Assistant Planner II
	Staff Recommendation:	**Recommend Approval, subject to conditions**

Notice: The notice of public meeting for these items was posted within 300 feet of the site and was mailed to property owners within 300 feet.

Discussion:
Commissioner Motyka recused herself from the discussion and exited the room for this item. Mr. Chen gave a brief presentation of the project. Craig Mineweaser, AIA, the Volunteer Architectural Advisor to the HLC submitted written recommendation for the addition of horizontal trip at the top of the equipment screen, to better mimic a chimney.

Mr. Hinton presented the design proposal. He noted that the sound level will be below 54 decibels. Mr. Hinton noted that trim will be added to weather proof the screen. The public comment period was opened. Gregory Romano, Tony Marine and Sarah Doty noted their support of the project. The public comment period was closed.

Motion/Action:
It was moved by Commissioner Luckinbill, seconded by Commissioner Mahan and was carried (6-0-1-0, Motyka abstaining) to recommend approval of the project, subject to adding a trim cap to the top of the screen.

9. OTHER BUSINESS

9.A. **Commission Procedures and Staff Communications**

i. **Announcements/Other Items**

- Draft CLG Annual Report 2012-2013 covers period October 1, 2012 thru September 30, 2013 – Due 12/31/2013
  - Mr. Chen noted the report is due 12/31/2013. Commissioners are requested to review dates and duration of training completed during the reporting period.
  - It was moved by Commissioner Luckinbill, seconded by Commissioner Motyka and was carried (7-0-0-0) to approve the Draft CLG Annual Report with the addition of Training Received and addition of information on the Preservation Month activities.
- Election of Commission Officers
  - It was moved by Commissioner Motyka, seconded by Commissioner Mahan and was carried (7-0-0-0) to approve Commissioner Johns as Chair and Commissioner Luckinbill as Vice-Chair
  - Mr. Chen provided an overview on the current Commission/Board Liaison assignments. The Commission approved assignments are noted under Agenda Item 9.A.iii.
- Update to the Historic Preservation and Resource Inventory, and Heritage Tree Inventory (General Plan 8.9 & 8.10)
  - Mr. Chen informed the Commission that the General Plan will be updated.
- Update on 1091 Harrison Street (verbal update)
  - Mr. Chen noted that the SC Weekly had two articles on the property. The Commission requested copies of the articles.
- Monthly Report on HT properties: Residential reversions (verbal update)
  - None.
- Annual report on matter of document retention (verbal update)
  - No items to report.

ii. **Report of the Liaison from the Planning and Inspection Department**

- City Council and Planning Commission Actions (verbal update)
  - Mr. Chen gave a brief overview of items before the City Council and Planning Commission.

iii. **Commission/Board Liaison and Committee Reports**

- It was moved by Commissioner Luckinbill, seconded by Commissioner Motyka and was carried (7-0-0-0) to approve the following Commission/Board Liaison assignments:
- Santa Clara Arts and Historic Consortium (McKee / Standifer as alternate) [Fourth Monday of each month at 7:15 p.m. - Headen-Inman House]
- Historic Preservation Society of Santa Clara (Mahan / Luckinbill as alternate) [Second Friday of each month at 10:00 a.m. - Harris Lass Preserve]
- Old Quad Residents Association (Motyka / Hyams as alternate)
- Architectural Committee (Mahan / Johns as alternate)
- Agnews Historic Cemetery Museum Committee (Standifer / Luckinbill as alternate)
- BART/ High Speed Rail/ VTA BRT Committee (Johns / McKee as alternate)
- Zoning Ordinance Update (Motyka / Johns as Alternate)
- Preservation Ordinance Ad-hoc Committee (Motyka and Mahan / Luckinbill and McKee as alternate)
- Sesquicentennial Railroad Depot Celebration (Mahan / Johns as alternate)

iv. **Commission Activities**

- Commissioner Travel and Training Reports

v. **Upcoming Agenda Items**

- The Commission requested a report on Morse Mansion and Zoning Ordinance Update.
- Tour of the City's Mackay neighborhoods – February 2014

- The Commission suggested moving the tour to a Saturday or later in the year.
- Technical Review of Resources for Maywood Tract – March 2014
- Annual report on matter of document retention – December 2014
- Franklin Post Office Update (Lorie Garcia) – TBD
- Review of Street Name List (Lorie Garcia) – TBD
- Office of Historic Preservation – eLearning Training (Yen Chen) – TBD

10. ADJOURNMENT

The meeting was adjourned at 9:57 p.m. The next regular Historical and Landmarks Commission meeting will be held on Thursday, January 9, 2014 at 7:00 p.m. in the City Council Chambers.

Prepared by: Yen Chen
Yen Chen
Associate Planner

Approved: Gloria Sciara
Gloria Sciara, AICP
Development Review Officer

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2/25/14

MD-4

MINUTES OF THE REGULAR MEETING
OF THE SENIOR ADVISORY COMMISSION
November 25, 2013

COMMISSIONERS PRESENT:	Wanda Buck, Dwight Collins, Bobbi Estrada, Frank Kadlecek, Sam Orme, Alice Pivacek
COMMISSIONERS ABSENT:	ArLyne Diamond
STAFF PRESENT:	Renee Furtado, Recreation Supervisor-Therapeutics Morgan Pershing, Reference Librarian II
GUESTS:	Rowena Renic

MATTERS FOR COUNCIL ACTION – None

I. CALL TO ORDER - The meeting was called to order by Chair Pivacek.

II. ROLL CALL – Commissioner Diamond was excused.

III. MINUTES OF THE PREVIOUS MEETING – On a motion made by Commissioner Kadlecek and seconded by Commissioner Estrada the October 28, 2013 minutes were approved.

IV. APPROVAL OF THE ORDER OF THE MEETING AGENDA – Approved as presented.

V. CORRESPONDENCE/COMMUNICATIONS – None.

VI. COMMISSIONER'S REPORTS:

A. Chair's Report: No Report.

B. Council on Aging Advisory Council (COA): Commissioner Collins reported that the legislative committee of the COA (SOURCEWISE) was studying current legislation regarding the reauthorization of the Older American Act.

C. California Senior Legislature (CSL): Commissioner Collins advised the Commission that the CSL had finished the 33rd Annual Legislative Session and announced the top 10 state legislative proposals and top four federal proposals on November 1, 2013. The top proposal this year, "Improved Senior Access to Courts (AP-30)" would make permanent the elder court pilot programs currently maintained in three California counties (Alameda, Contra Costa, and Ventura) and create three more pilot elder court programs in the counties of Napa, Riverside, and San Bernardino.

D. Volunteers/Communication: Commissioner Kadlecek reported Senior Center October volunteer hours (1,804), Fitness Center participants (7,208) and Natatorium participants (2,068). Commissioner Kadlecek reported that 33 Senior Center volunteers participated in the Fire Department's recent CPR/AED training. He advised that the Veteran's Day ceremony was well attended and expressed a desire for younger people to attend. He believes the computers in the Senior Center lab needed upgrading.

E. Organizations Serving Santa Clara Seniors: Commissioner Buck reported on the need for affordable housing for seniors. She also reported that Bay Area Research and Extension Center (BAREC) has additional funding available.

F. Nutrition/Dining: Commissioner Pivacek reported a reduction of 1,000 hot meals served in the Senior Nutrition Program in October compared to September. Update: It was later reported that 1,775 hot meals were served in October.

G. Seniors and the Arts in Santa Clara/Transportation: No Report.

H. Healthy Seniors: Commissioner Estrada reported that she will be contacting organizations that offer grants and will be reporting on those contacts in 2014. Commissioner Estrada also reported that Diabetes Awareness Day was being held at the Senior Center on November 27th at 10:00am.

I. Commissioner Orme: In response to Commissioner Kadlecek's report on the need to upgrade the public computers in the Senior Center, Commissioner Orme moved that staff update the Commission on the progress of upgrading the Senior Center computers at each Commission meeting until all computers are functioning with Windows 8; the motion was seconded by Commissioner Estrada and carried.

VII. STAFF REPORTS:
A. Morgan Pershing- No Report.

VIII. OLD BUSINESS: None.

IX. NEW BUSINESS: None.

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 January 27, 2014 at 10:00 a.m. at the Santa Clara Senior Center, Room 232.

Prepared by:

DWIGHT COLLINS
Commission Secretary

JAMES TEIXEIRA
Parks and Recreation Director

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 8A

Date: February 18, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Public Hearing for the Project Located at 865 Pomeroy Avenue:
1. Adopt Resolution to Approve a Rezone from R3-25D (Moderate-Density Multi-Family Residential) to PD (Planned Development)
2. Make Determination that Project is Categorically Exempt from CEQA under Guidelines 15332 (Class 32 – Infill Development) (PLN2013-09864)

EXECUTIVE SUMMARY:

This project is a request for a rezone of the property located at 865 Pomeroy Avenue from R3-25D (Moderate-Density Multi-Family Residential) to PD (Planned Development). The project site is currently occupied by a 51 unit apartment community. Rezoning the property will allow the construction of 20 additional one-bedroom apartment units, resulting in a total of 71 units at the project site if this proposal is approved. The project also includes interior and exterior upgrades to the existing property.

At its January 15, 2014 meeting, the Planning Commission reviewed the rezone application to allow the construction of the 20 apartment units. The project applicant was present for the meeting and presented the request to the Commission. One resident from a nearby property spoke at the meeting and expressed concerns about the perceived traffic, landscape and aesthetic impacts associated with the project. Following discussion, the Commission unanimously recommended approval of the project subject to the recommended conditions in the staff report, with additional direction that Condition P8 (to replace existing Italian Cypress trees) be removed.

The meeting minutes and staff report from the January 15, 2014 Planning Commission meeting are attached for reference.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The rezone helps the City achieve its housing goals by providing a variety of housing types and sizes with 20 new apartments. Should the Council approve the project, staff will finalize the design concept through the Architectural Review Committee at a future meeting.

ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:

That the Council take the following actions for the project located at 865 Pomeroy Avenue:

1) Adopt a resolution to approve a rezone of the property from R3-25D (Moderate-Density Multi-Family Residential) to PD (Planned Development); and
2) Make a determination that the project is Categorically Exempt from CEQA under Guidelines 15332 (Class 32 – Infill Development).

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) ***City Council Rezone Resolution***
2) ***Conditions of Approval***
3) ***Planning Commission Excerpt Minutes from the meeting of January 15, 2014***
4) ***Planning Commission Staff Report from the meeting of January 15, 2014***
5) ***Development Plans***

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, TO APPROVE A REZONING OF THE PROPERTY LOCATED AT 865 POMEROY AVENUE, SANTA CLARA, FROM R3-25D (MODERATE-DENSITY MULTI-FAMILY RESIDENTIAL) TO PD (PLANNED DEVELOPMENT)

PLN2013-09864 (Application to Rezone to Planned Development (PD))

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

WHEREAS, Dennis Chargin ("Applicant") filed an application to rezone property totaling 2.09 acres, located at 865 Pomeroy Avenue (APN 290-23-052) in the City of Santa Clara ("Project Site");

WHEREAS, the Project Site is currently zoned as Moderate-Density Multi-Family Residential (R3-25D);

WHEREAS, the General Plan land use designation is Medium Density Residential;

WHEREAS, a rezoning of the site to Planned Development (PD) would provide an opportunity to establish consistency between the underlying General Plan land use designation and Zoning of the subject property;

WHEREAS, the notice of meeting date for this item was posted within 300 feet of the Project Site and was mailed to property owners within a 300 foot radius of the Project Site;

WHEREAS, the City Council held a duly noticed public hearing to consider the rezoning application; and,

WHEREAS, SCCC Section 18.112.040 provides for the review and recommendation of the City's Planning Commission of all rezoning requests before action is to be taken by the City Council.

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 Planning Commission hereby recommended that the City Council rezone the Project Site, shown on Exhibit "Development Plans" and conditioned in Exhibit "Conditions of Approval", attached hereto and incorporated by this reference.

3. That the City Council hereby finds that the proposed Project is categorically exempt from formal environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15332 (Class 32 – Infill Development), in that (a) the Project is consistent with the Medium Density Residential General Plan land use designation and would comply with the Planned Development zoning designation upon rezoning; (b) the Project occurs within the City limits on a 2.09 acre project site substantially surrounded by urban uses; (c) the Project Site has no value as habitat for endangered, rare or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the Project Site can adequately be served by all required utilities and public services.

4. That pursuant to SCCC Section 18.112.010, the City Council determines that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable, in that the existing zoning precludes residential development allowed for by the General Plan.

B. The proposed zone change will conserve property values; protect or improve the existing character and stability of the area in question; and will promote the orderly and

beneficial development of such area, in that the proposed rezoning would allow future improvements consistent with the General Plan Medium Density Residential Designation.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City, in that the proposed rezoning would establish the residential use of the site which would help achieve the City's housing goals of providing a variety of housing types and sizes.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts, in that the proposed rezoning enables development to occur at the desired density range outlined in the General Plan.

5. That based on the findings set forth in the Resolution and the evidence in the City Staff report, the City Council hereby rezones the Project Site as set forth herein.

6. 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.

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7. 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 COUNCIL OF 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 (Exhibit "Plans")
2. Conditions of Approval (Exhibit "Conditions of Approval")

I:\PLANNING\2013\Project Files Active\PLN2013-09864 865 Pomeroy Avenue\CC\Exhibit CC Rezone Reso.doc

PROJECT CONDITIONS OF APPROVAL

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following conditions of approval are recommended (additional Planning Commission recommendations in italics):

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.

PLANNING AND BUILDING INSPECTION

P1. If the developer chooses to apply for building permit review concurrent with the entitlement process, they are allowed to do so at the developer's risk. The City shall not be responsible for any funds lost in processing of the building permit package, should the project change during the planning entitlement process.

P2. Obtain required permits and inspections from the Building Official and comply with the conditions thereof.

P3. Submit plans for final architectural review to the Planning Division and obtain architectural approval prior to issuance of building permits. Said plans shall include, but are not be limited to: site plans, floor plans, building elevations, landscaping, and lighting. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the City standards.

P4. Applicant is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P5. 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.

P6. All exterior lighting shall be shielded as needed to prevent spillover and glare effects on adjacent properties and users and shall apply with all applicable CLUP requirements.

P7. The applicant shall work with staff on an appropriate trim material.

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, 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. 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 events and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E4. Submit public improvement plans prepared in accordance with City Engineering Department procedures which provide for the installation of public improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E5. Construct driveways in the public right-of-way along property's Pomeroy and Quince frontages to City standard ST-9.

E6. Show and comply with City's driveway vision triangle requirements. Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways in order to allow an unobstructed view of oncoming traffic. Contact Traffic Engineering at (408) 615-3000 for further information.

E7. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage (Pomeroy Avenue and Quince Avenue) 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.

E8. Construct new 15" public storm drain main extension in Quince Avenue to serve development. Provide stub-out at upstream end of new main. Upgrade portion of existing 12" storm drain line to 15" to accommodate proposed main extension.

E9. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.

E10. Provide ADA walkway for all buildings to the public sidewalk.

E11. For current proposed 20 additional Apartment Units and 51 existing Apartment Units, the following minimum bicycle facilities shall be provided at the main entrance or high visible areas:

1. 24 Class I Bike Locker spaces for residents.

5 Class II Bike Rack spaces for guesses.

ELECTRICAL

EL1. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all 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 or 100 residential units 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. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

EL8. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

EL9. 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. Trees shall not be planted in PUE's or electric easements.

EL10. Any relocation of existing electric facilities shall be at Developer's expense.

EL11. Electric Load Increase fees may be applicable.

EL12. 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)).

EL13. Electrical improvements (including underground electrical conduits along frontage of 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)).

EL14. 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.

EL15. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-261-5469 to facilitate plan review.

WATER

W1. Prior to the issuance of Building or Grading Permits, the applicant must indicate the disposition of all existing water services on the plans. The applicant must properly abandon all existing water services on the property that will not be used per Water & Sewer Utilities standards.

W2. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the on-site public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities.

W3. Approved backflow prevention device(s) are required on all potable water services. Prior to City's issuance of Building Permits, the applicant shall submit plans showing the location of the approved backflow prevention device(s) to the satisfaction of the Director of Water & Sewer Utilities.

W4. Prior to issuance of Building Permits or commencement of site grading or construction, the applicant shall ensure that the existing water well or wells on the site have been sealed in accordance with the standards promulgated by Santa Clara Valley Water District and submit a copy of the Destruction Permit issued by District, indicating that the well or wells have been properly sealed, to the satisfaction of the Director of Water & Sewer Utilities.

W5. Prior to issuance of Building Permits, the applicant shall submit plans for independent water service to each individual parcel connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Additionally, different types of water use (domestic, irrigation, fire) shall be served by individual water services.

W6. The applicant shall bear the cost of any relocation of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W7. Prior to issuance of Building Permits, the applicant shall submit plans showing a clean out at the property line for each sanitary sewer lateral to the satisfaction of the Director of the Water & Sewer Utilities.

W8. Existing water services for the property must be upgraded with approved backflow preventers.

W9. The new proposed new FS must have Reduced Pressure Detector Assembly (RPDA).

W10. All water improvements for this development shall be paid for by the Owner.

FIRE

Occupancy Classifications:

F1. State the occupancy classification in accordance with the 2010 California Building Code for each building or areas.

Fire Department Emergency Access:

F2. Approved fire apparatus access roads (public/private) shall be established and maintained to within 150 feet of all exterior walls of any building.

F3. 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.

F4. Dead-end fire apparatus access roads that exceed 150-feet in length shall be provided with a 75-foot diameter vehicle turnaround or an approved hammerhead turnaround (incorporating the minimum 36-foot inside turning radius).

F5. Adjacent private emergency access roads from lands adjoining a property required to have access shall not be considered unless such access is designated as a "shared Emergency Access Easement" (E.A.E.). **Note: When parcels are subdivided, E.A.E. will most likely be required.**

F6. 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 (SCMFEC 511.1)

Water Supply:

F7. 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. 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. Also show the proposed fire service line with FDC, PIV and ASR.***

F8. When underground fire service mains are required, submit separate plans, fees and fire flow calculations to the Fire Department for separate review and permit. Each parcel or building may require separate fire service. (NOTE: Stamped and wet signed Civil drawings shall be submitted in conjunction with shop quality drawings by the installing "A" or "C-16" licensed contractor).

F9. Any development providing any combination of six (6) or more fire hydrants, fire sprinkler or standpipe services, shall not be served bay a dead end water main, but rather served by a looped service with two separate feeds containing fire department connections (FDCs), post indicator valves (PIVs) and private fire hydrants. When a FDC pressurizes fire service mains including private hydrants, the hydrant intended to be used by the fire department must be a hydrant directly connected to the public water main (i.e., a city hydrant). Each fire sprinkler system shall be provided with an independent FDC when the fire service main includes fire hydrants and sprinkler systems. The FDC and PIV shall be located on the street fronting each building. The FDC shall be located within 50 feet of a city (public) fire hydrant, plus on the same side of the road as the fire hydrant(s).

F10. Backflow preventer model and installation detail shall be approved by City of Santa Clara Water Department. Contact: (408) 615-2000. If property has a single fire service

connection to the City water main, typically a minimum Double-Check Detector Assembly (DCDA) backflow device is required. If property has more than one fire service connection to the City water main, typically the backflow device at each connection shall be a Reduced Pressure Detector Assembly (RPDA).

Required Fire Protections/ Detection Systems and Equipment:

F11. The new building shall be provided with automatic fire sprinklers. Sprinkler system installation for the new apartments shall be installed in accordance with NFPA 13 (not NFPA 13R), unless otherwise approved during the building permit plan review. At time of building permit application, state on the title sheet what type of sprinkler system will be required (NFPA 13 or 13R). If a sprinkler system is used for increases in height/stories/area allowable, etc., it shall be a NFPA 13 system

F12. An approved automatic sprinkler system in accordance with Section 903.1.1 shall be allowed to be substituted for 1-hour fire-resistance rated construction, provided such system is **not otherwise required by other provision of the code** or used for an allowable increase in accordance with Section 506.3 or an allowable height increase in accordance with Section 504.2. The 1-hour substitution for the fire resistance of exterior walls shall not be permitted (CBC Table 601, footnote d).

F13. An automatic fire sprinkler system is required for all **new** buildings that have a gross floor area in excess of 1,000 square feet (2010 SCMFEC 903.2). A separate Fire Department permit is required for the sprinkler system (*Sprinkler main drain test valves shall discharge to the sanitary sewer system (via an indirect connection) or shall discharge onto a landscape area of sufficient size.)*

F14. Standpipe System: When installing or modifying the Standpipe System, notify the installer (a licensed C-16 contractor) to apply for a "Standpipe System" permit. NOTE: A separate permit is not required when the standpipe system is combined with an automatic sprinkler system. Class I standpipe hose connections shall be provided in all of the following locations: a) In every required stairway, a hose connection at each floor level (not at the intermediate landings between floors), including the first floor b) On each side of the wall adjacent to the exit opening of a horizontal exit. Exceptions may apply. c) In every exit passageway, at the entrance from the exit passageway to other areas of a building. Exceptions may apply. 4) Where the roof has a slope less than four units vertical in 12 units horizontal (33.3 percent slope), each standpipe shall be provided with a hose connection located either on the roof or at the highest landing of a stairway with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes (CFC, 905.4). Additional standpipes may be required (AHJ & CFC, 905.1).

F15. In new residential buildings, smoke alarms shall be hardwired with battery backup and be located in accordance with CBC Section 907.2.11

F16. In existing residential buildings (GROUP R-3) and in residential buildings that undergo alterations, repairs or additions where a permit is required, smoke alarms may be solely battery operated. Smoke alarms shall be located in accordance with CBC Section 907.2.10.5.

F17. When in the opinion of the fire code official, a new structure obstructs the line of sight emergency radio communications to existing buildings or to any other locations, the developer of the structure shall provide and install the radio retransmission equipment necessary to restore communications capabilities. The equipment shall be located in an

approved space or area within the new structure. Refer to CFC, Appendix J and Section 510(SCMFEC, 510).

F18. A fire alarm system shall be provided in accordance with the Fire Code.

F19. **In all new Group R buildings**, an approved carbon monoxide alarm (with listing and approval from the Office of the State Fire Marshal) shall be installed in dwelling units and in sleeping units within which fuel-burning appliances are installed; and in dwelling units that have attached garages. The primary power source shall be from the building wiring from a commercial power source, and be equipped with battery back-up. Alarm wiring shall be directly connected to the permanent building wiring without a disconnecting switch other than as required for overcurrent protection (Exception: In existing dwelling units, a carbon monoxide alarm is permitted to be solely battery operated where repairs or alterations do not result in the removal of wall and ceiling finishes or there is no access by means of attic, basement or crawl space) (2010 CBC, 420.4). **Interconnection**: Where more than one carbon monoxide alarm is required to be installed within the dwelling unit or within a sleeping unit, the alarm shall be interconnected in a manner that activation of one alarm shall activate all of the alarms in the individual unit. (Exception: Interconnection is not required in existing dwelling units or within sleeping units where repairs do not result in the removal or wall and ceiling finishes, there is no access by means of attic, basement or crawl space, and no previous method for interconnection existed) (2010 CBC, 420.4.1.2).

F20. **Where a permit is required for alterations, repairs or additions exceeding $1,000, existing dwellings or sleeping units that have attached garages or fuel-burning appliances** shall be provided with a carbon monoxide alarm whose primary power source is from building wiring, and listed and approved by the Office of the State Fire Marshal. Carbon monoxide alarms shall only be required in the specific dwelling unit or sleeping unit for which the permit was obtained (2010 CBC, 420.4.2).

F21. **Installation locations of carbon monoxide alarms:** 1. Outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s). 2. On every level of a dwelling unit including basements. 3. For R-1 (i.e. hotels) only: On the ceiling of sleeping units with permanently installed fuel-burning appliances. NOTE: It is recommended to install "multi-purpose alarms" – Carbon monoxide alarms combined with smoke alarms, that are listed and approved by the Office of the State Fire Marshal.

Dumpster Storage:

F22. 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 (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.

Fire Safety During Construction:

F23. **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

Fire Department (Required on plans/ drawings at the time of application)

F24. **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.

F25. Prior to combustible materials being brought onto the site, approved fire apparatus access roads shall be constructed. These shall be capable of supporting the imposed fire apparatus load (75,000 lbs.) and have a FD approved all-weather driving surface.

F26. Construction materials shall not obstruct access roads, access to buildings, hydrants or fire appliances.

F27. 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.

F28. During construction of a building 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 accordance with California Fire Code and the Santa Clara Municipal Fire and Environmental Code.

F29. 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.

F30. 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 carport, parking areas and in all common pedestrian or landscaped areas of the development, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives. The illumination should be deployed in fixtures that are both weather and vandal resistant.

PD2. Provide a minimum average illumination of one-foot candle in carport, 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.

PD3. Address numbers of the individual units 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. Individual apartment numbers shall be a minimum of six (6) inches in height and a color contrasting to the background material and either visible from the street or from the center area of the project. Where multiple units/buildings occupy the same property, unit/building address shall be clearly visible.

PD4. The Developer shall meet the City's guidelines established for radio signal penetration, detailed in the Santa Clara Police Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the project description. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any Police communication or Police communication system.

PD5. The Developer shall provide enclosure fencing (trash area, utility equipment, etc.) that is either see-through or that has a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.

PD6. The Owner/Developer shall ensure that exterior elevators are see through for maximum visibility. The Owner/Developer shall ensure that all elevators are well lit and equipped with a security mirror to provide interior and exterior visibility prior to entry or exit.

PD7. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the Developer shall ensure that addresses are displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provides vehicular access, address numbers shall be clearly visible from that access.

PD8. 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.

PD9. Parking structures, including ramps, corners and entrances, should be illuminated at a minimum of an average of 5-foot candles at all hours by the Developer, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives.

PD10. The Developer should equip the parking structure/site with an emergency panic alarm system that reports to a central office and/or 9-1-1. If more than one button is installed, they should be placed no more than 100 ft. apart.

PD11. 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 the issuance of demolition or site grading permits, the Developer shall submit copy of complete landscape and automatic irrigation plans for review and comment by the City Arborist. Plans are to include all existing trees with 4" or larger diameter (measured 30" above ground) on development property and adjacent property if they may be impacted. Trees are to be correctly labeled with specie name and correctly plotted as to exact location on the plans. 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. The Developer shall supply and install City street trees per City specifications; spacing, specimen, and size (24-inch box minimum) to be determined by City Arborist.

ST3. 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.

ST4. No cutting of any part of private trees, as identified to remain on the tree preservation plan, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).

ST5. Applicant is advised to contact Street Department to obtain required tree removal permits in the event trees are removed. Please contact John Mendoza at 408-615-3080 to facilitate plan review.

ST6. Identified existing mature trees to be maintained. The Developer shall 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.

ST7. Landscaping shall be of the type and situated in locations to maximize visibility from the street while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and under vulnerable windows.

ST8. All trees, existing and proposed, must maintain minimum of ten (10) feet from any existing or proposed Water Department facilities. Existing trees that conflict must be removed by the Developer. Trees shall not be planted in water easements or public utility easements.

ST9. Prior to submitting any project for Street Department review, applicant shall provide a site plan showing all existing trees (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).

ST10. All landscaping and irrigation systems prepared by the Developer shall meet City standard specifications.

ST11. The Developer shall provide the Street Department with information regarding existing tree information and/or how trees are to be preserved. Applicant to coordinate with John Mendoza of the Street Department at 408-615-3080 prior to re-submittal.

ST12. The Developer shall obtain required permits and inspections from the Building Official and comply with the conditions thereof. If this project involves land area of 15,000 sq. ft. or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board 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 storm water pollution prevention plan is also required with the NOI.

ST13. An erosion control plan shall be prepared by the Developer 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.

ST14. All post construction structural controls shall require property owner to execute with City a Stormwater Treatment Measures Inspection and Maintenance Agreement.

ST15. The Developer shall ensure that decorative water features such as fountains and ponds are designed and constructed to drain to sanitary sewer only. No discharges allowed to storm drain.

ST16. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type.

ST17. The Developer shall provide trash enclosures, the location and design of which shall be approved by the Director of Planning and Inspection, prior to issuance of any building permits.

ST18. Commercial, industrial, and multi-family residential buildings must have enclosures for solid waste and recycling containers. The size and shape of the 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 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. Roofed enclosures with masonry walls and solid gates are the preferred design.

ST19. The applicant shall provide a site plan showing all proposed locations of solid waste containers, enclosure locations and street/alley widths to the Street Department.

ST20. 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.

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8.C.	**File No.(s)**:	**PLN2013-09864**
	Location:	865 Pomeroy Avenue, APN 290-23-052
	Applicant/Owner:	Dennis Chargin / Pomeroy PT, LLC
	Request:	**Rezone** from R3-25D (Moderate Density Multiple Dwelling) to PD (Planned Development) to allow a new 20 unit apartment building to be added to an existing 60 unit apartment complex
	CEQA Determination:	Categorical Exemption per Section 15332, Class 32 Infill Development
	Project Planner:	Shaun Lacey, AICP, Assistant Planner II
	Staff Recommendation:	**Recommend City Council Approval, subject to conditions**

Notice: The notice of public hearing for Item 8.C. was posted and mailed to property owners within 300 feet of the project site.

Discussion: Shaun Lacey gave a brief presentation on the project.

Kurt Kozlowski, representative for the applicant, stated that the ownership began to upgrade the interior of the existing units when they decided to bring forward a proposal to expand the property. Mr. Kozlowski highlighted the proposal, indicating that the property currently does not offer one bedroom units and that the proposal adds housing variety to the site.

The Commission confirmed with staff that the proposal includes landscape work and that all requirements for tree replacement policies have been met.

The Public Hearing was opened.

Mike Gaunce, neighboring resident, expressed concern for increased traffic and parking on Qunice and Pomery Avenues, which are very busy streets with limited parking. Mr. Gaunce also expressed concern about the location of the management office, removal of two large redwood trees, building height, and suggested that an alteration be made to the ingress and egress of the parking lot.

In a rebuttal statement, the applicant stated that the landscaping provides screening to alleviate privacy concerns. It was noted that the proposed landscape plan includes removal of the cypress trees that will be replaced with other tree species.

The Public Hearing was closed.

The Commission inquired if the project would cause significant increased traffic or parking impacts to which staff confirmed the project falls well below the threshold that would merit any concern or an environmental study. The Commission confirmed that the project will reduce street parking by four spaces and that the proposal does not include vehicle charging stations.

The Commission noted that the proposal includes removal of the existing pool and confirmed that the project will be reviewed by the Architectural Committee for final architectural approval.

The Commission discussed the existing cypress trees and expressed concern for removing healthy, mature trees for the sole purpose of replacing them with other species.

Motion/Action: The Commission motioned to adopt a resolution recommending that the City

Council approve the rezone of the property located at 865 Pomeroy Avenue from R3-25D (Moderate Density Multiple Dwelling) to PD (Planned Development) unanimously (6-0-1-0, Sweeney absent) with the following recommendation:
1) Remove Condition P.8. from the Conditions of Approval requiring that the cypress tress be removed.

Meeting Date: 01/15/14

Planning Commission
STAFF REPORT

Agenda Item # 8.C.

Planning and Inspection Department
City of Santa Clara, California

File No.(s):	PLN2013-09864
Location:	865 Pomeroy Avenue, APN 290-23-052
Applicant/Owner:	Dennis Chargin / Pomeroy PT, LLC
Subject:	Rezone from R3-25D (Moderate Density Multiple Dwelling) to PD (Planned Development)
CEQA Determination:	Categorically Exempt per Section 15332, Infill Development
Project Planner:	Shaun Lacey, AICP, Assistant Planner II, (408) 615-2454, slacey@santaclaraca.gov

EXECUTIVE SUMMARY:

The applicant requests approval of a Rezone to allow 20, new one-bedroom apartment units to an existing apartment complex at 865 Pomeroy Avenue. The project involves rezoning the property from R3-25D (Moderate Density Multiple Dwelling) to PD (Planned Development) at a proposed density of 34 dwelling units per acre.

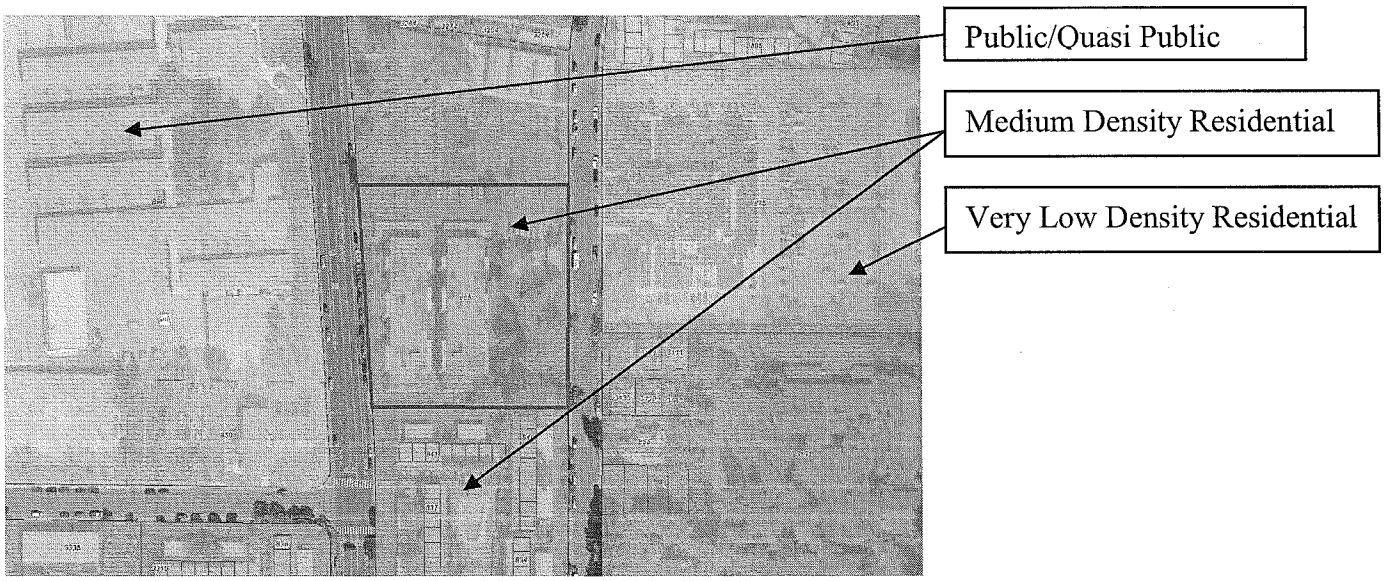
Project Data

	Existing	Proposed
General Plan Designation	Medium Density Residential	Same
Zoning District	R3-25D	PD
Land Use	Apartments	Same
Lot Size	2.09 acres	Same
Density	24 du/acre	34 du/acre
Lot Coverage	28%	37%
Parking	88 spaces	125 spaces

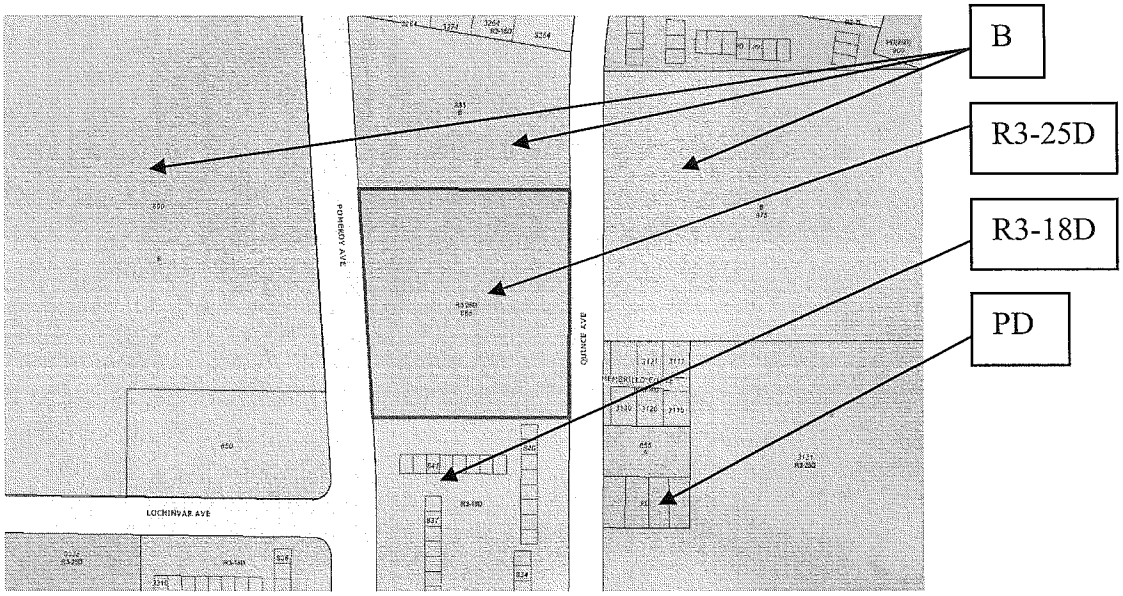
Site Location and Context

The project site is a double-frontage lot (backing onto Quince Avenue) mid-block between Homestead Road and Brookdale Drive. The project site and the majority of surrounding lots have a General Plan designation of Medium Density Residential (19 to 36 units per acre). Properties directly across the street along Pomeroy Avenue and Quince Avenue have a General Plan designation of Public/Quasi Public and Very Low Density Residential respectively. The subject property is zoned R3-25D (Moderate Density Multiple Dwelling). Existing uses throughout the neighborhood include apartment buildings on the project site and to the south, Stratford School to the west, and church facilities to the north and east.

General Plan Map



Zoning Map



Project Analysis

Project Description: The R3-25D zoning district is primarily designed to encourage quality multiple-unit housing at a moderate density. The "25D" denotes a maximum density of 25 dwelling units on a one-acre lot. The project site is 2.09 acres, which would accommodate 52 units under the existing zoning. Since the proposal introduces 20 new apartments to the existing 51 units on the property, the project would exceed the

density range supported by the existing zoning designation. Thus, the applicant has filed a request to rezone the property to PD, which allows greater flexibility with respect to density and development standards.

In addition to proposing 20 new one-bedroom apartments for the property, the project also proposes to upgrade the existing apartment buildings through various exterior and interior alterations. These improvements include, but are not limited to, new exterior paint, window replacements, new balcony awnings and interior upgrades. A copy of the improvement program is attached for reference.

Circulation and Parking: Access to and from the property is served by vehicular entrances off of Pomeroy Avenue and Quince Avenue. A total of 88 parking spaces currently serve the apartments within parking garages, carports and surface parking at the ground-level. The proposed apartment building includes 37 new spaces within a garage and surface parking at the ground-level for a total of 125 spaces. The project also includes a bicycle storage room and new outdoor bicycle racks.

Architecture and Site Plan: The design concept of the project is a contemporary improvement to the rectangular form of the existing apartment buildings. The project uses vinyl-clad rectangular windows, cantilevered balconies with wood-framed canopies and control joints to add visual interest to the building form. The structure maintains a 13-foot setback to Quince Avenue. Building materials include three-coat stucco, galvanized metal deck railing, foam trim, and steel-framed wire meshing. Since stucco-coated foam trim is not considered a high-quality building material, a condition was added that the applicant work with staff on a trim alternative.

Landscaping: The project removes an underutilized pool and pool house and a portion of landscaping to accommodate the new apartment building. To balance the loss of this amenity, the project enhances the remaining open space backing onto Quince Avenue through a variety of new picnic tables, barbeque grills, trees, shrubs and groundcover to establish a park-like setting for tenants. Staff added a condition that the applicant work with staff to replace the existing Italian Cyprus trees near Quince Avenue with alternative plantings to further enhance the landscape plan from the street.

Environmental Determination: The project is categorically exempt from the California Environmental Quality Act as it qualifies under Section 15332 (Class 32 - Infill Development).

General Plan and Zoning Conformance: The project is consistent with the General Plan designation of Medium Density Residential, which encourages a variety of housing types. The General Plan states that residential development in this classification should range from 19 to 36 units per acre. The proposed project is designed to have a density of 34 units per acre.

The R3-25D zoning district limits projects to a density range of up to 25 dwelling units per acre and requires a minimum 15-foot rear yard setback. Thus, the proposal requires a zone change to a more flexible designation. The PD zoning district is intended to accommodate development that is compatible with the community, utilizing creative planning and design concepts. The proposal conforms to the PD zoning district in that the project is designed to the desired density range outlined in the General Plan and is architecturally compatible with the existing apartment buildings on the property. The project also upgrades the existing units and landscaping as part of a comprehensive improvement program for the property.

Future Considerations: The improvement program includes a design concept for proposed signage. Staff will review all future signage requests with the applicant administratively.

Public Contact

Public Notices and Comments: On January 3, a notice of public hearing for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet of the project site. The applicant held a community outreach meeting on January 8. One member of the public attended and raised concerns about traffic impacts, building height and construction impacts.

Correspondence

Staff received a letter from a resident who expressed concerns about the height, traffic impacts and construction activity for the project. The overall height of the project is 43 feet (to the parapet), but 33 feet to the roof, which is comparable to the 29-foot tall existing apartment buildings on-site. Staff determined that the 20 additional one-bedroom apartments would not cause a significant increase of daily trips to and from the property or to the nearest intersections. By Code, the project would be restricted to the standard construction hours of 7:00 A.M. to 6:00 P.M. Monday through Friday and 9:00 A.M. to 6:00 P.M. on Saturday.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Rezone and helps the City achieve its housing goals by providing a variety of housing types and sizes with 20 new apartments. The project also improves the overall quality of the landscaping and existing apartment buildings on-site.

RECOMMENDATION:

That the Planning Commission adopt resolutions for the project located at 865 Pomeroy Avenue, subject to conditions of approval, to:

1) Recommend that the City Council approve a Rezone from R3-25D (Moderate Density Multiple Dwelling) to PD (Planned Development).

Documents Related to this Report:

1) ***Planning Commission Rezone Resolution***
2) ***Conditions of Approval***
3) ***Saratoga Capital, Inc. Improvement Program***
4) ***Development Plans***
5) ***Correspondence***

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PROJECT TEAM 7
NONE

OWNER:
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CIVIL ENGINEERING ASSOCIATES
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LANDSCAPE:
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259 CHICO AVE
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CONTACT:

PROJECT INFORMATION 4
NONE

Project Site Coverage					
Area				Total Area (S.F.)	Acres
Total Site Area				91,228	2.09
Project Area – Area of Disturbance				29,868	0.69
	Existing	Removed	Proposed		
Impervious Surfaces					
Buildings (Residential, Carports & Cabana)	26,270	<592>	8,812	34,490	0.79
Asphalt Streets, Parking, Driveways,	26,027	<2,270>	1,840	25,597	0.59
Walkways, Patios and Trash Area	8,293	<5,593>	3,077	5,777	0.13
Sub-Total	60,698	<8,455>	13,729	65,873	1.51
Pervious Surfaces					
Permeable Pavement			4,733	4,733	0.11
Onsite Landscaping/Open-Space	30,627	<21,413>	11,406	20,620	0.47
Sub-Total	30,627	<21,413>	16,139	25,353	0.58
Total Project Surfaces	91,228	<29,874>	29,868	91,228	2.09

APN: 29023052
ADDRESS: 865 POMEROY AVE
LOT SIZE: 2.09 ACRES (0.69 DISTURBED)
EXISTING DENSITY: 24.4 DU/ACRE
PROPOSED DENSITY: 34 DU/ACRE
NUMBER OF UNITS: (51 EXISTING + 20 NEW) 71 UNITS
PROPOSED BUILDING HEIGHT: 36'2"

EXISTING BUILDINGS
BUILDING A
NUMBER OF UNITS: 25
AREA (GROSS): 24,974 SF
PARKING SPACES: 19
BUILDING HEIGHT: 29'0"

BUILDING B
NUMBER OF UNITS: 26
AREA (GROSS): 24,974 SF
PARKING SPACES: 19
BUILDING HEIGHT: 29'0"

LEGEND 2
1/4"=1'-0"

BUILDING OR WALL SECTION — DRAWING NUMBER; SHEET WHICH DRAWING IS LOCATED (1 / A3.4)

CEILING HEIGHT (8'-0"V) — INDICATES HEIGHT ABOVE FINISHED FLR; 'V' INDICATES A VAULTED CLG. HEIGHT SHOWN IS THE LOW POINT OF THE CLG.

EXTERIOR ELEVATION — DRAWING NUMBER; SHEET WHICH DRAWING IS LOCATED (1 / A3.1)

UNIT TYPE TAG (NO:# TYPE:X / # BDRM / AREA) — UNIT #, UNIT TYPE; NUMBER OF BEDROOMS; UNIT AREA

DETAIL REFERENCE — DRAWING NUMBER; SHEET WHICH DRAWING IS LOCATED (1 / A8.1)

INTERIOR ELEVATION — DRAWING NUMBER; SHEET WHICH DRAWING IS LOCATED (A, B, C, D; 1 / A5.1); ELEVATION REFERENCE

WALL OR ASSEMBLY TYPE; WALL THICKNESS WHERE NOTED AT CONCRETE WALLS (C1-X)

WINDOW TYPE (B)

DOOR NUMBER (1.05)

GRID LINE (A)

SHEET NOTE (2)

REQUIRED STC RATING FOR WINDOW (XX)

ELEV. DATUM — HT. FROM 0'-0"; SURFACE (+55.01 T.O. SUBFLR)

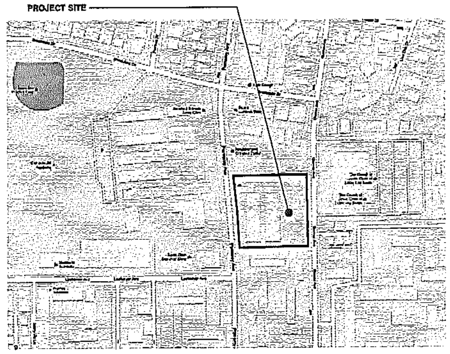
ROOM IDENTIFICATION — ROOM NAME; FINISH PACKAGE; ROOM NUMBER (BEDROOM / 201 / A)

ABBREVIATIONS 8
NONE

ABV.	Above
AFF	Above Finished Floor
AP	Access Panel
ACC	Accustical
ADD	Addendum
ADH	Adhesive
ADJ	Adjacent
ADJT	Adjustable
A/C	Air Conditioning
ALT	Alternate
AL	Aluminum
AB	Anchor Bolt
ANOD	Annodized
APX	Approximate
ARCH	Architect (ural)
AD	Area Drain
BSMT	Basement
BVL	Beveled
BIT	Bituminous
BLK	Block
BLKG	Blocking
BD	Board
B.O.	Bottom Of
BRK	Brick
BLDG	Building
BUR	Built Up Roofing
CAB	Cabinet
CK	Calk (ing) Caulk (ing)
CPT	Carpet (ed)
CSMT	Casement
CST	Cast Stone
CLG	Ceiling
CT	Ceiling Height
ER	Ceramic
CT	Ceramic Tile
CLR	Clear (ance)
COL	Column
CONC	Concrete
CMU	Concrete Masonry Unit
CONST	Construction
CONT	Continuous or Continue
CJ	Control Joint
CG	Corner Guard
DP	Dampproofing
DEM	Demolish, Demolition
DTL	Detail
DIAG	Diagonal
DIA	Diameter
D	Drain
DIM	Dimension
DIV	Division
DH	Double Hung
DN	Down
DS	Downspout
DWG	Drawing
EF	Each Face
ELEC	Electric (al)
EP	Electrical Panelboard
EL	Elevation
ELEV	Elevator
EMER	Emergency
EPDM	Ethylene Propylene Diene Monomer
EQ	Equal
EQP	Equipment
EST	Estimate
EXH	Exhaust
EB	Expansion Bolt
EJ	Expansion Joint
EXP	Exposed
(E)	Existing
EXT	Exterior
FC	Fiberglass Clad
FOC	Face Of Concrete
FOF	Face Of Finish
FOM	Face Of Masonry
FOS	Face Of Studs
FF	Finish Floor
FIN	Finish (ed)
FFE	Finished Floor Elevation
FA	Fire Alarm
FP	Fireproof
FR	Fire-resistant
FRT	Fire-retardant
FL	Floor
FLR	Floor (ing)
FLS	Flashing
FD	Floor Drain
FLUR	Fluorescent
FJT	Flush Joint
FTG	Footing
FND	Foundation
FUR	Furred (ing)
G	Grade
GA	Gage, Gauge
GV	Galvanized
GC	General Contractor
GL	Glass, Glazing
GLB	Glass Block
GSM	Galvanized Sheet Metal
GCMU	Glazed Conc Masonry Units
GD	Grading
GRN	Granite
GVL	Gravel
GT	Grout
GWB	Gypsum Wall Board
GYP	Gypsum
HDW	Hardware
HMTL	Hollow Metal
HWD	Hardwood
HDR	Header
HTG	Heating
HVAC	Heating/Ventilation/ Air Conditioning
HT	Height
HC	Hollow Core
HOR	Horizontal
HB	Hose Bib
HWH	Hot Water Heater
INCL	Include (d), (ing)
ID	Inside Diameter
INS	Insulate (d), (ing)
INT	Interior
INV	Invert
JT	Joint
JF	Joint Filler
KPL	Kickplate
KIT	Kitchen
KO	Knockout
LBL	Label
LB	Lag Bolt
LAM	Laminate (d)
LAV	Lavatory
LW	Lightweight
LWC	Lightweight Concrete
LMS	Limestone
LVR	Louver
LPT	Low Point
M	Mirrored
MB	Machine Bolt
MDF	Medium Density Fiberboard
MH	Manhole
MFR	Manufacture (r)
MAS	Masonry
MO	Masonry Opening
MAX	Maximum
MECH	Mechanic (al)
MC	Medicine Cabinet
MET	Metal
MTFR	Metal Furring
MWK	Millwork
MIN	Minimum
MIR	Mirror
MISC	Miscellaneous
MLD	Molding, Moulding
NR	Noise Reduction
NOM	Nominal
NIC	Not In Contract
NTS	Not to Scale
NO (#)	Number
O/	Over
OBS	Obscure
OC	On Center (s)
OFS	Over Flow Drain
OFS	Overflow Scupper
OP	Opaque
OPG	Opening
OPP	Opposite
OD	Outside Diameter
OA	Overall
OH	Overhead
PTR	Paper Towel Receptor
PB	Particle Board
PTD	Painted
PTN	Partition
PBD	Particle Board
PERF	Perforate (d)
PERI	Perimeter
PLAM	Plastic Laminate
PG	Plate Glass
PWD	Plywood
PT	Point
PVC	Polyvinyl Chloride
PSF	Pounds Per Square Foot
PSI	Pounds Per Square Inch
PCC	Precast Concrete
PFB	Prefabricate (d)
PFN	Prefinished
PRF	Preformed
PL	Property Line
PT	Pressure Treated
RAD	Radius
RWL	Rainwater Leader
REC	Recessed
REF	Reference
RFL	Reflected
REFR	Refrigerator
REG	Register
RE	Reinforce (d), (ing)
REM	Remove
RES	Resilient
RET	Return
RA	Return Air
REV	Revision (s), Revised
R	Riser
RD	Roof Drain
RFH	Roof Hatch
RFG	Roofing
RM	Room
RO	Rough Opening
RB	Rubber Base
RBT	Rubber Tile
RWL	Rain Water Leader
SAC	Suspended Accustical Clg.
SASM	Self Adhesive Sht Membrane
SFGL	Safety Glass
SCD	See Civil (Eng) Drawings
SCHD	Schedule
SCN	Screen
SLNT	Sealant
SEC	Section
SSK	Service Sink
SHTH	Sheathing
SHT	Sheet
SF	Square Feet
SG	Sheet Glass
SIM	Similar
SD	See Landscape Drawings
SC	Solid Core
SMD	See Mechanical Drawings
SP	Soundproof
SPC	Spacer
SPD	See Plumbing Drawings
SPK	Speaker
SPEC	Specification (s)
SQ	Square
SS	Stainless Steel
SSD	See Structural Drawings
STD	Standard
STA	Station
ST	Steel
STOR	Storage
SD	Storm Drain
STR	Structural
SUS	Suspended
SYM	Symmetry (ical)
SV	Sheet Vinyl
STC	Sound Transmission Coefficient
TEL	Telephone
TMP	Tempered
TV	Television
THK	Thick (ness)
THR	Threshold
TPD	Toilet Paper Dispenser
TR	Trash
TOP	Top of Plate
TOS	Top Of Slab
TST	Top Of Steel
TW	Top Of Wall
TB	Towel Bar
T	Tread
TYP	Typical
UNF	Unfinished
UON	Unless Otherwise Noted
UR	Urinal
V	Vaulted
VAR	Varies
VB	Vapor Barrier
VNR	Veneer
VERT	Vertical
VG	Vertical Grain
VIN	Vinyl
VAT	Vinyl Acoustical Tile
VB	Vinyl Base
VCT	Vinyl Composite Tile
W/	With
WSCT	Wainscot
WTW	Wall To Wall
WH	Wall Hung
WC	Water Closet
WP	Waterproofing, Waterproof
WPM	Water Proof Membrane
WR	Water Repellant
WRB	Weather Resistant Barrier
WS	Waterstop
WWF	Welded Wire Fabric
WDW	Window
WG	Wired Glass
WM	Wire Mesh
W/O	Without
WD	Wood
WB	Wood Base
WI	Wrought Iron

VICINITY MAP 6
NONE

PROJECT SITE



UNIT AND AREA SUMMARY 5
NONE

Increase residential density of existing 51 unit apartment complex by adding 20 new units and 37 parking spaces.

CONSTRUCTION TYPE:	TYPE V						
FLOORS:	THREE						
		Unit Rentable	Floor Levels 1ST	2ND	3RD	Unit Total	Gross Areas
UNIT TYPE							
1 BEDROOM	A1	688	-	9	9	18	
1 BEDROOM	A2	782	-	1	1	2	
Rentable Residential by floor			0	6,974	6,974		13,948
Enclosed & Circulation			560	1,836	1,836		4,232
Covered (Parking)			7,958	-	-		7,958
				8,810			
Gross Residential (NO decks)			8,518	8,810	8,810		26,138
Gross Residential (W/ decks)			8,518	9,550	9,550		27,618

Parking Summary	Existing parking	New parking	Total parking
On Site Parking	88	37	125
New parking Ratio On-Site only			1.8

Bicycles	
Spaces Provided per VTA Bicycle Technical Guidelines	
Class I spaces	24
Class II spaces	5

GENERAL NOTES 3
NONE

A. SITE SHALL PROVIDE A MINIMUM AVERAGE ILLUMINATION OF ONE-FOOT CANDLE IN CARPORT, PARKING AREAS AND IN ALL COMMON PEDESTRIAN OR LANDSCAPED AREAS OF THE DEVELOPMENT, SUBJECT TO ADJUSTMENTS BY THE POLICE CHIEF IN CONSULTATION WITH SILICON VALLEY POWER AND PLANNING DEPARTMENT AS NECESSARY FOR THE PROJECT TO MEET LEED CERTIFICATION, OR EQUIVALENT

B. ADDRESS NUMBERS OF THE INDIVIDUAL UNITS 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. INDIVIDUAL APARTMENT NUMBERS SHALL BE A MINIMUM OF SIX (6) INCHES IN HEIGHT AND A COLOR CONTRASTING TO THE BACKGROUND MATERIAL AND EITHER VISIBLE FROM THE STREET OR FROM THE CENTER AREA OF THE PROJECT. WHERE MULTIPLE UNITS/BUILDINGS OCCUPY THE SAME PROPERTY, UNIT/BUILDING ADDRESS SHALL BE CLEARLY VISIBLE

C. WHERE THERE IS AN ALLEY, DRIVEWAY, ETC. PROVIDING A REAR ENTRANCE OR ACCESS, THE DEVELOPER SHALL ENSURE THAT ADDRESSES ARE DISPLAYED TO BOTH THE FRONT AND REAR OF THE INDIVIDUAL BUILDINGS. WHERE AN ALLEY, DRIVEWAY, ETC. PROVIDES VEHICULAR ACCESS, ADDRESS NUMBERS SHALL BE CLEARLY VISIBLE FROM THAT ACCESS

D. PARKING STRUCTURES, INCLUDING RAMPS, CORNERS AND ENTRANCES, SHOULD BE ILLUMINATED AT A MINIMUM OF AN AVERAGE OF 5-FOOT CANDLES AT ALL HOURS BY THE DEVELOPER

E. THE NEW BUILDING SHALL BE PROVIDED WITH AUTOMATIC FIRE SPRINKLERS. SPRINKLER SYSTEM INSTALLATION FOR THE NEW APARTMENTS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13 (NOT NFPA 13R), UNLESS OTHERWISE APPROVED DURING THE BUILDING PERMIT PLAN REVIEW

F. NOT USED

G. SMOKE ALARMS SHALL BE HARDWIRED WITH BATTERY BACKUP AND BE LOCATED IN ACCORDANCE WITH CBC SECTION 907.2.11

H. FIRE ALARM SYSTEM SHALL BE PROVIDED IN ACCORDANCE WITH THE FIRE CODE

I. CARBON MONOXIDE ALARMS SHALL BE INSTALLED TO MEET 2010 CBC 420.4 AND 420.4.1.2

J. RUBBISH CONTAINERS THAT ARE 1.5 CUBIC YARDS OR MORE ON SITE 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 (CFC 304.3.3).

SHEET INDEX 1
NONE

PROJECT INFORMATION

A0.0 COVER SHEET
A0.1 GREEN POINT RATED
A0.2 SITE PHOTOS

CIVIL

C-1 CONCEPTUAL GRADING AND DRAINAGE PLAN
C-2 CONCEPTUAL UTILITY PLAN
C-3 CONCEPTUAL STORMWATER MANAGEMENT PLAN

LANDSCAPE

LS1.0 SITE SCOPE OF WORK PLAN
LS2.0 LANDSCAPE LAYOUT PLAN
LS3.0 TREE PROTECTION PLAN
LS4.0 PLANTING PLN
LS5.0 IRRIGATION PLAN
LS6.0 CONSTRUCITON DETAILS
LS7.0 CONSTRUCTION DETAILS
LS8.0 PLANTING IRRIGATION AND DETAILS
LS9.0 PLANTING IRRIGATION AND DETAILS

ARCHITECTURAL

A1.0 SITE PLAN
A2.0 FIRST FLOOR PLAN
A2.1 SECOND FLOOR PLAN
A2.2 THIRD FLOOR PLAN
A2.3 ROOF PLAN

A3.0 ELEVATIONS
A3.1 BUILDING SECTIONS

A4.0 UNIT PLANS

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

BDE ARCHITECTURE
465 CALIFORNIA ST SUITE 120
SAN FRANCISCO CA 94104-133
P.(415)677-0966 F.(415)677-096

ISSUE	DAT
REVIEW	08.27.201
PLAN SUBMITTAL	04.24.201
PLAN RESUBMITTAL	08.12.201
REVIEW	09.04.201
RESUBMITTAL 1	10.07.201
RESUBMITTAL 2	12.12.201
—	—
—	—
—	—
—	—

COVER SHEET

SCALE NON
PROJECT NO. 1122 DRAWN BY N

A0.0

GreenPoint Rated Checklist: Multifamily

GreenPointRATED

Total Targeted Points: 113

Multifamily New Home 2.2 / 2008 Title 24

REQUIRED: ENTER FLOOR AREAS AND LANDSCAPED AREA BEFORE BEGINNING CHECKLIST

Enter Total Conditioned Floor Area of the Project:	[illegible]
Enter Total Non-Residential Floor Area of Project:	0
Percent of Project Dedicated to Residential Use	100%
Percentage of Site Dedicated to Landscaping	21%

Enter Project Name

		Points Achieved	Community	Energy	IAQ/Health	Resources	Water	Notes
	A. COMMUNITY DESIGN AND PLANNING		Possible Points					
	1. Develop Infill Sites							
TBD	a. Project is an Urban Infill Development							
	b. Conserve Resources by Increasing Density							
TBD	c. Project Includes the Redevelopment of At Least One Existing Building							
TBD	d. Built on Designated Brownfield Site or City-Designated Redevelopment Area							
	2. Design for Walking & Bicycling							
	a. Sidewalks Are Buffered from Roadways							
	b. Install Traffic Calming Strategies							
Yes	c. Provide Dedicated, Covered & Secure Bicycle Storage							
	d. Provide Secure Bicycle Storage for Non-Residential Tenant Employees & Visitors							
	3. Alternative Transportation							
	[illegible]							

Enter Project Name

[illegible]

Enter Project Name

[illegible]

Enter Project Name

[illegible]

Enter Project Name

[illegible]

Enter Project Name

[illegible]

Summary

		Community	Energy	IAQ/Health	Resources	Water
Total Available Points		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Minimum Points Required		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total Points Achieved	113	[illegible]	44	[illegible]	[illegible]	[illegible]

BDE ARCHITECTURE

PARK TERRACE

ADDITION

865 POMEROY

SANTA CLARA, CA

ISSUE	DATE
REVIEW	06.27.201
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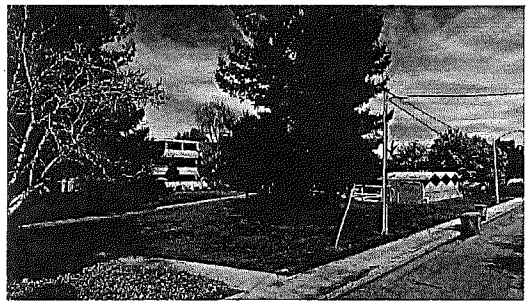
RESUBMITTAL 2	12.12.201

GREEN POINT CHECKLIST

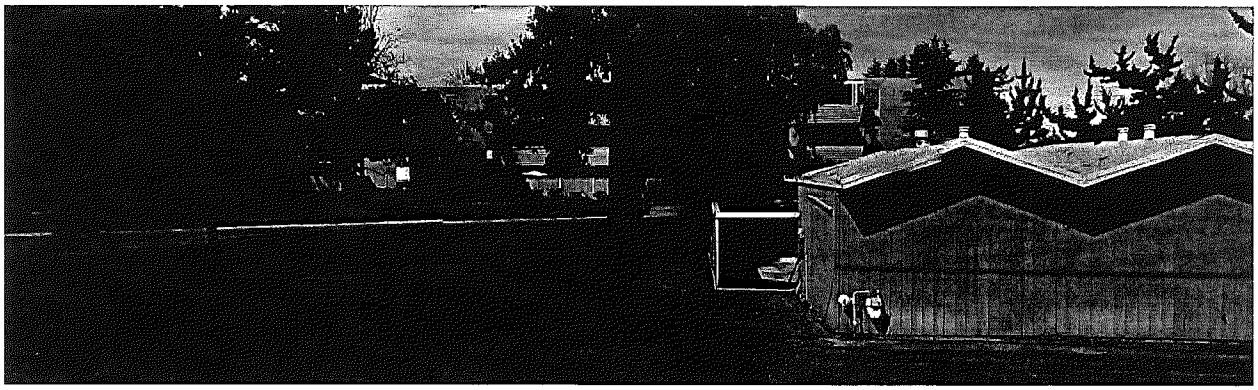
SCALE: NON

A0.1

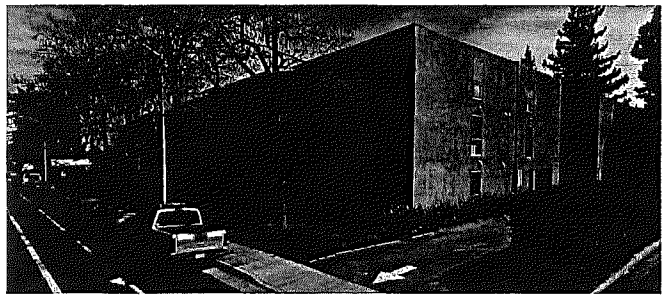


VIEW OF SITE FROM QUINCE AVE FACING NORTH 6
NONE

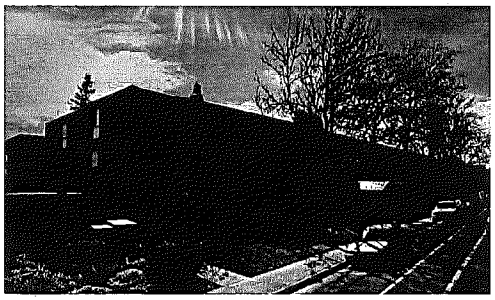
VIEW OF SITE FROM QUINCE AVE FACING SOUTH 5
NONE



EXISTING STRUCTURES FROM QUINCE AVE. 4
NONE



EXIST STRUCTURE FROM POMEROY AVE. 3
NONE



EXISIING STRUCTURE FROM POMEROY AVE. 2
NONE

BDE ARCHITECTUR

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

ISSUE	DAT
REVIEW	08.27.201
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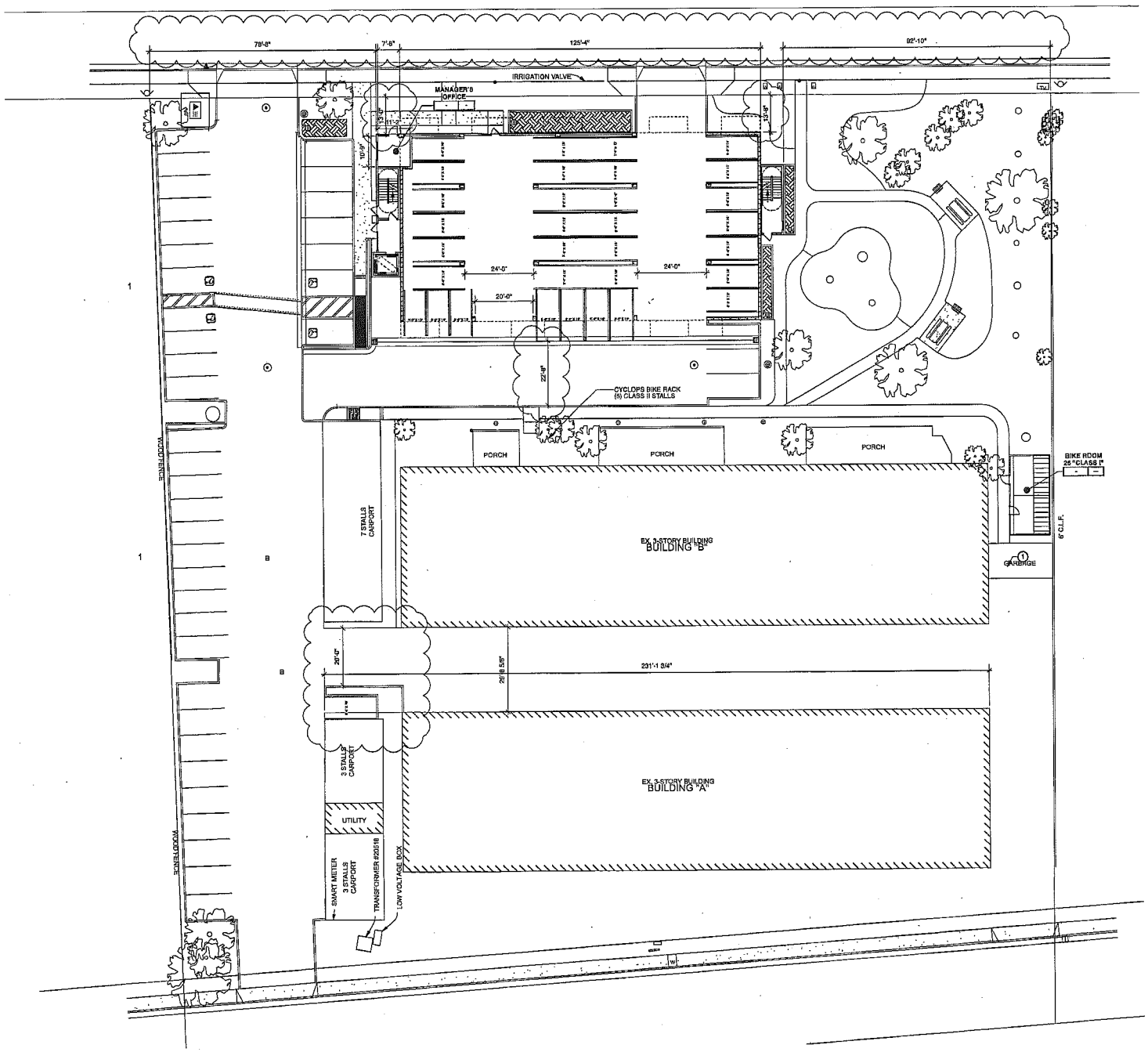
PLAN RESUBMITTAL	06.12.201
REVIEW	09.04.201
RESUBMITTAL 1	10.07.201
RESUBMITTAL 2	12.12.201

GENERAI
NOTES

SCALE NON
PROJECT NO. 1122

A0.2



GENERAL NOTES

SHEET NOTES

NOTE: NOT ALL NOTES ARE USED ON EVERY SHEET

1. ENCLOSURE FENCING THAT IS SEE THRUGH OR 8" OFF THE GROUND W/ LOCKED GATES/ACCESS

0 4 8 10'

TRUE NORTH

PROJECT NORTH

BDE ARCHITECTUR

865 CALIFORNIA ST SUITE 1[illegible]
SAN FRANCISCO CA 94108-1[illegible]
P: (415) 677-[illegible] F: (415) 677-[illegible]

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

ISSUE	DAT
REVIEW	08.27.201
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SITE PLAN

SHEET TITLE

SCALE 1/8"=1'-[illegible]

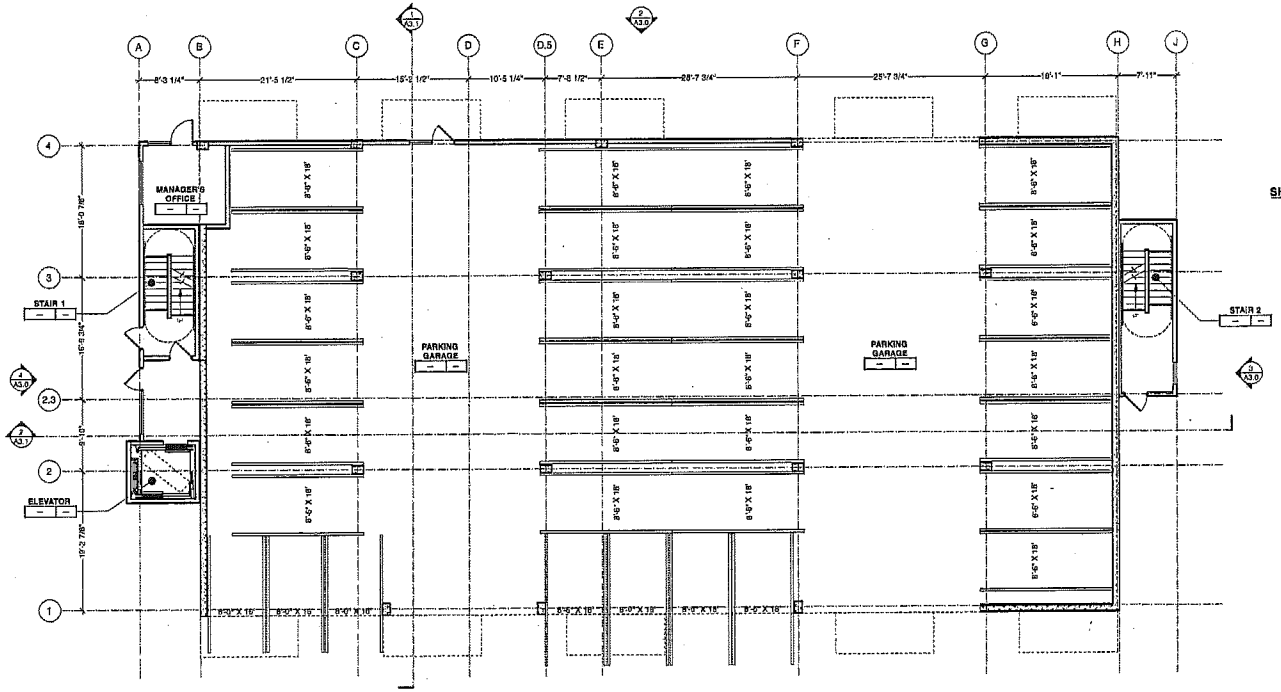
PROJECT NO. 1122 DRAWN BY N

SHEET SIZE 24" X 36"

A1.0

GENERAL NOTES

A. DIMENSIONS ARE TO FACE OF STUD, CONCRETE OF FOUNDATION WALL, TYP. U.O.N.



SHEET NOTES

0 4 8 16

TRUE NORTH

PROJECT NORTH

BDE ARCHITECTUR

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

ISSUE	DAT
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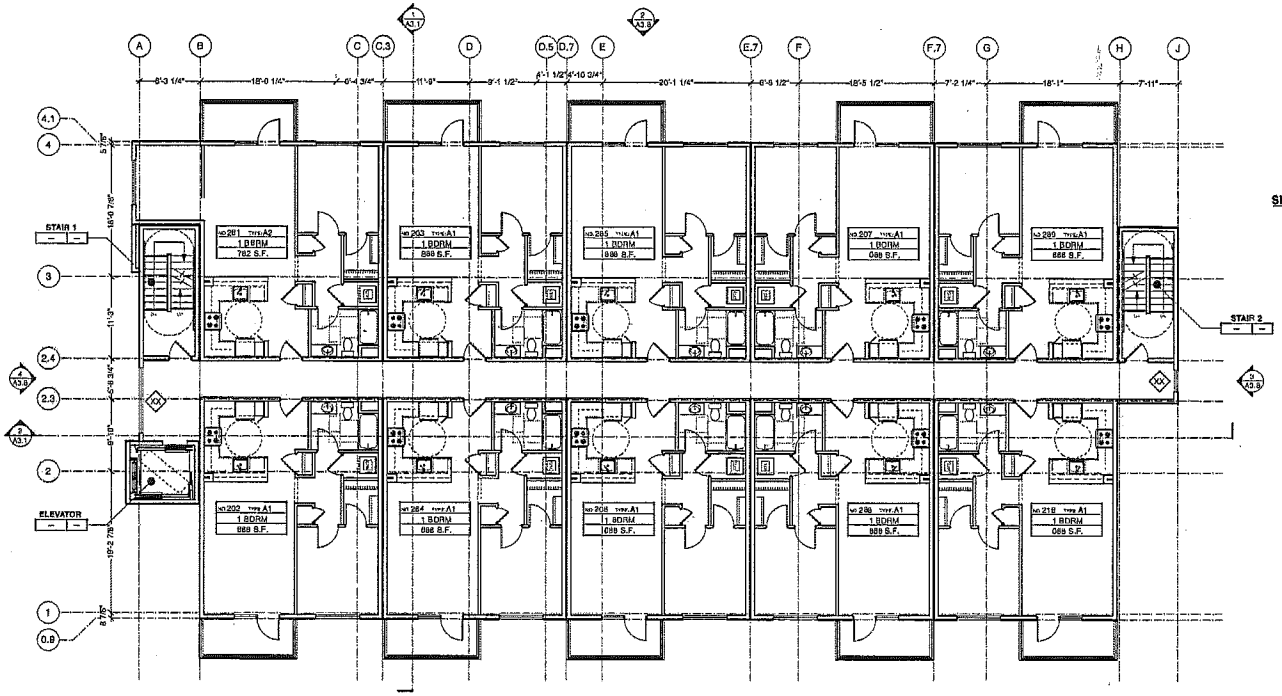
RESUBMITTAL 2	12.12.201

BUILDING
PLAN
FLOOR 1

A2.0

GENERAL NOTES

A. DIMENSIONS ARE TO FACE OF STUD, CONCRETE OF FOUNDATION WALL, TYP. U.O.N.



SHEET NOTES

TRUE NORTH

PROJECT NORTH

BDE ARCHITECTURE

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

ISSUE	DATE
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REVIEW	08.04.201
RESUBMITTAL 1	10.07.201
RESUBMITTAL 2	12.12.201

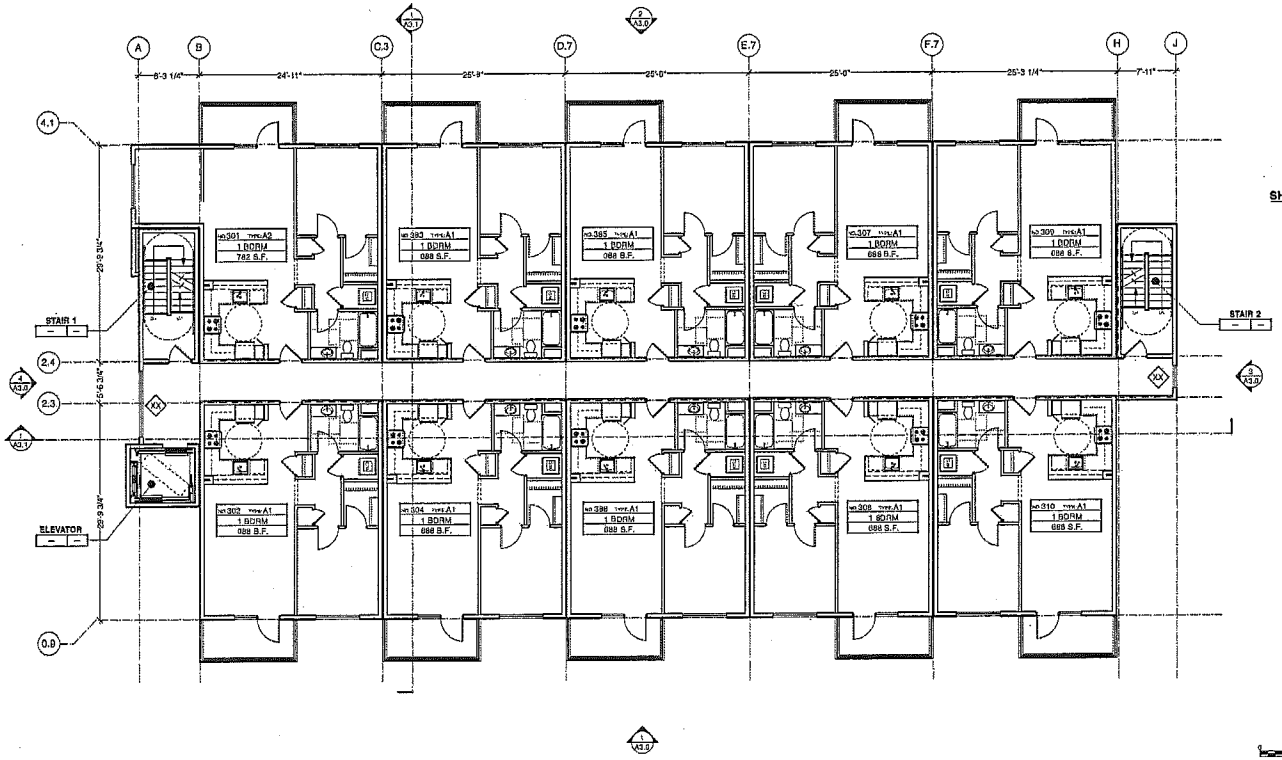
BUILDING PLAN
FLOOR 2

SCALE 1/8"=1'-0

A2.1

GENERAL NOTES

A. DIMENSIONS ARE TO FACE OF STUD, CONCRETE OF FOUNDATION WALL, TYP. U.O.N.



SHEET NOTES

BDE ARCHITECTUR

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

ISSUE	DATE
REVIEW	06.27.201
PLAN SUBMITTAL	04.24.201
PLAN RESUBMITTAL	06.12.201
REVIEW	08.04.201
RESUBMITTAL 1	10.07.201
RESUBMITTAL 2	12.12.201

BUILDING
PLAN
FLOOR 3

SCALE 1/8"=1'-0

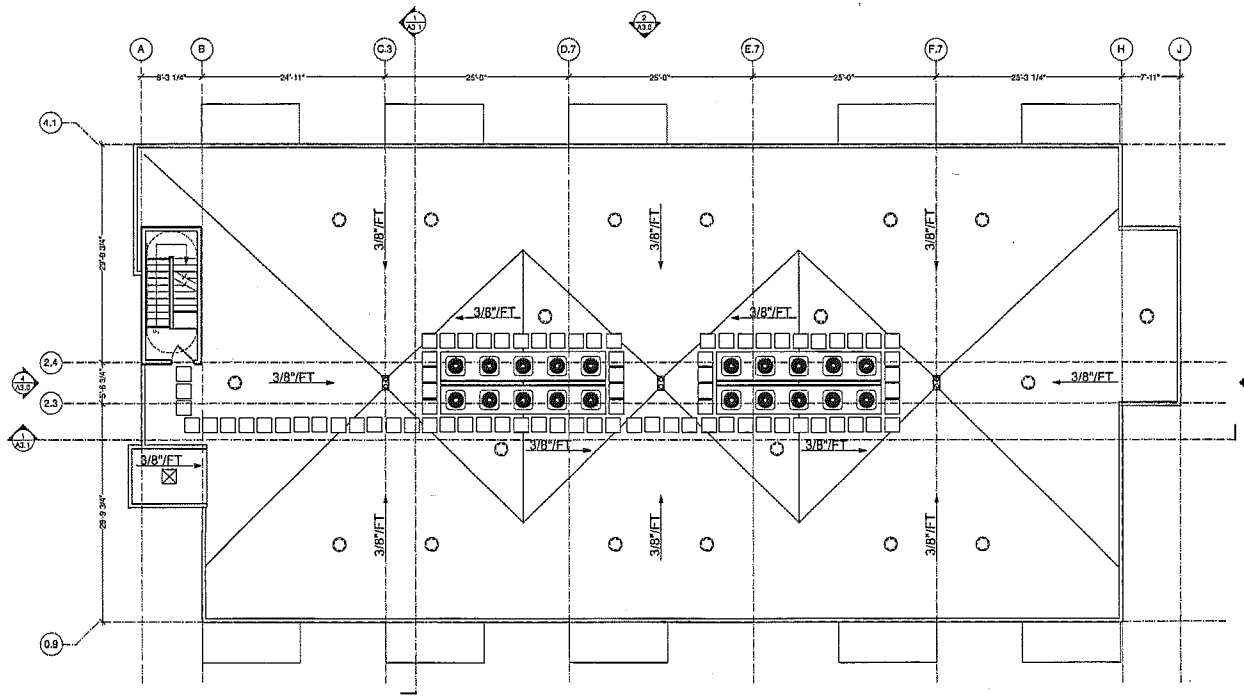
PROJECT NO. 1122

A2.2

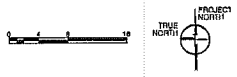
GENERAL NOTES

A. DIMENSIONS ARE TO FACE OF STUD, CONCRETE OF FOUNDATION WALL, TYP. U.O.N.

ROOF VENTING CALCULATIONS				
ROOF AREA	REQUIRED VENTING	VENTS REQUIRED @ 3.14 SF PER VENT	TOTAL VENTS PROVIDED	TOTAL VENTING AREA PROVIDED
8,038 SF	68 SF	18 VENTS	21 VENTS	68 SF
	9,202 SQ IN			9,455 SQ IN
NOTES 1. LOCATION AND NUMBER OF ROOF VENTS INDICATED ON ROOF PLAN AND NOTED PER SHEET NOTE	2. VENT AREA = APPROX. 3.14 SF VENT (452 SQ IN VENT)			



SHEET NOTES



BDE ARCHITECTUR

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

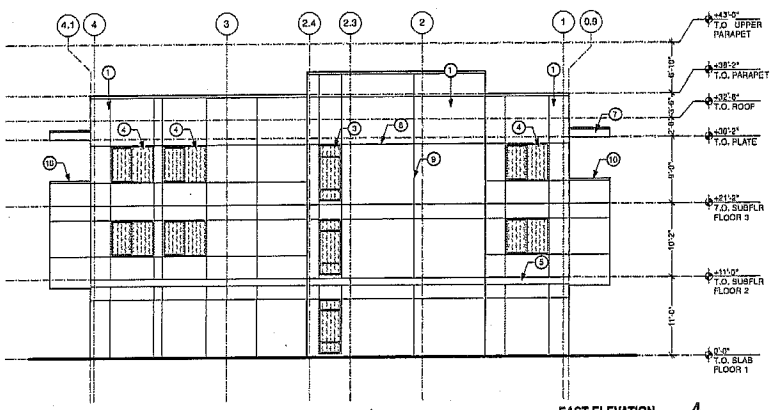
ISSUE	DAT
REVIEW	08.27.201
PLAN SUBMITTAL	04.24.201
PLAN RESUBMITTAL	08.12.201
REVIEW	09.04.201
RESUBMITTAL 1	10.07.201
RESUBMITTAL 2	12.12.201

BUILDING
PLAN
ROOF

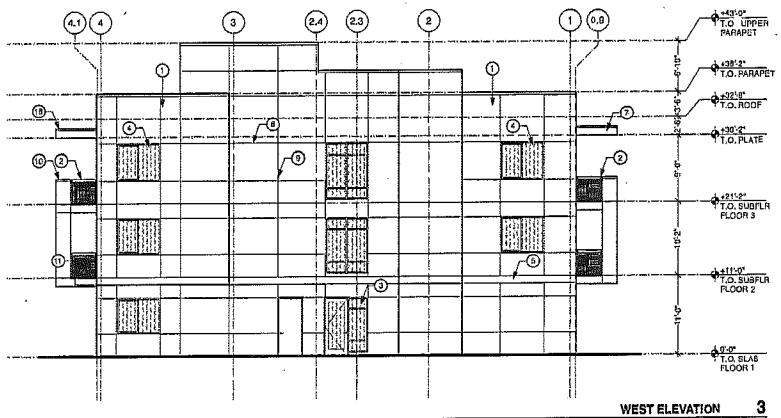
SCALE 1/8"=1'-0

DRAWN BY AI

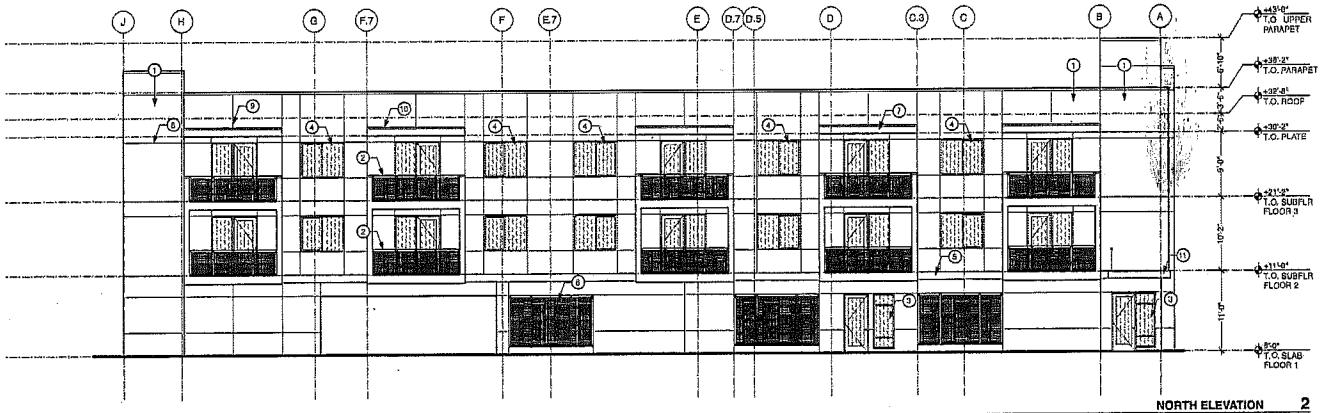
A2.3



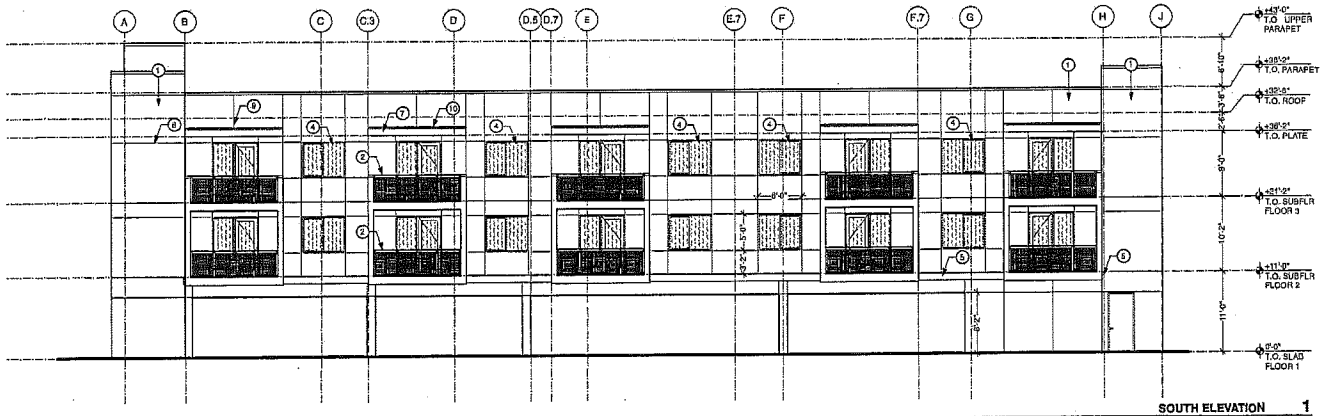
EAST ELEVATION 4
1/8" = 1'-0"



WEST ELEVATION 3
1/8" = 1'-0"



NORTH ELEVATION 2
1/8" = 1'-0"



SOUTH ELEVATION 1
1/8" = 1'-0"

SHEET NOTES

NOT ALL NOTES APPEAR ON EVERY SHEET

1. 3 COAT PLASTER
2. HOT-DIPPED GALVANIZED DECK RAIL
3. STORE FRONT DOOR AND/OR WINDOW
4. VINYL WINDOWS
5. PLASTER COATED FOAM TRIM
6. STEEL FRAME & WIRE MESH INFILL GRILLE IN OPENING IN CONCRETE WALL
7. CANTILEVERED WOOD FRAMED CANOPY W/ CEMENT PLASTER FASCIA & SOFFIT
8. CEMENT VERTICAL CONTROL JOINT, TYP.
9. M-SLIDE HORIZONTAL CONTROL JOINT AT FLOOR AND ROOF LINE, TYP.
10. COPING
11. DESIGN/BUILD, HOT-DIP GALVANIZED STEEL CANOPY

CLIENT NAME
30x42

ARCHITECTURE

CONSULTANT NAME
30x42

CLIENT NAME
24x36

CONSULTANT NAME
24x36

CENTER FOR PROJECT NAME FOR 30X42 SHEET

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

ISSUE	DATE
REVIEW	08.27.2012
PLAN SUBMITTAL	04.24.2013
PLAN RESUBMITTAL	08.12.2013
REVIEW	09.04.2013
RESUBMITTAL 1	10.07.2013
RESUBMITTAL 2	12.12.2013
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ELEVATIONS

SCALE 1/8"=1'-0"

PROJECT NO. 1123 DRAWN BY VR

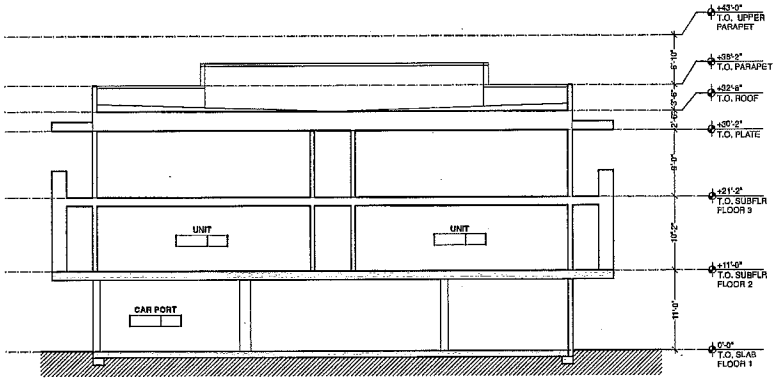
PROJECT NUMBER FOR 24X36 SHEET

A3.0

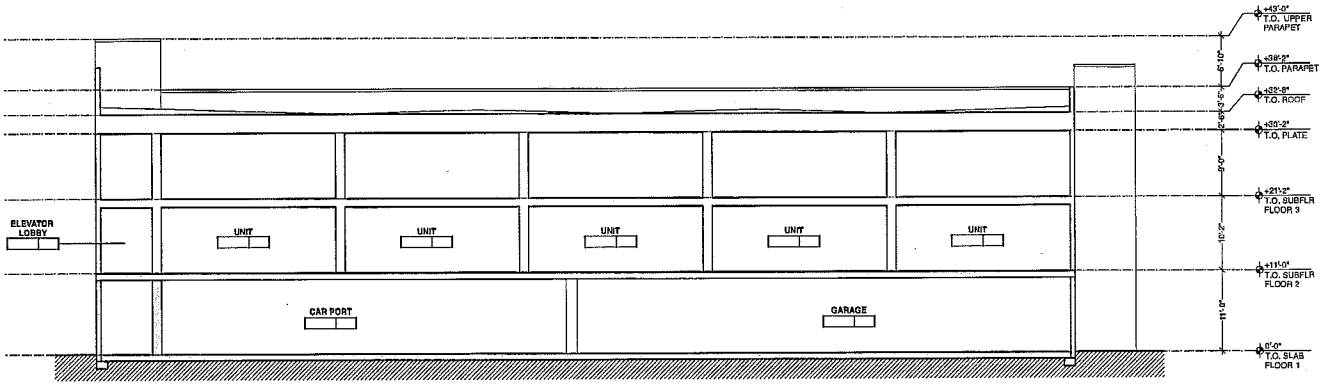
SHEET NOTES

NOT ALL NOTES APPEAR ON EVERY SHEET

1. 3 COAT PLASTER
2. HOT-DIPPED GALVANIZED DECK RAIL
3. STORE FRONT DOOR AND/OR WINDOW
4. VINYL WINDOWS
5. PLASTER COATED FOAM TRIM
6. STEEL FRAME & WIRE MESH INFILL GRILLE @ OPENING IN CONCRETE WALL
7. CANTILEVERED WOOD FRAMED CANOPY W/ CEMENT PLASTER FASCIA & SOFFIT
8. CEMENT VERTICAL CONTROL JOINT, TYP.
9. M-SLIDE HORIZONTAL CONTROL JOINT AT FLOOR AND ROOF LINE, TYP.
10. COPINGS
11. DESIGN/BUILD, HOT-DIP GAZANIZED STEEL CANOPY



SECTION 2
1/8" = 1'-0"



SECTION 1
1/8" = 1'-0"

0 4 8 16

BDE ARCHITECTURE

CLIENT

CONSULTANT

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

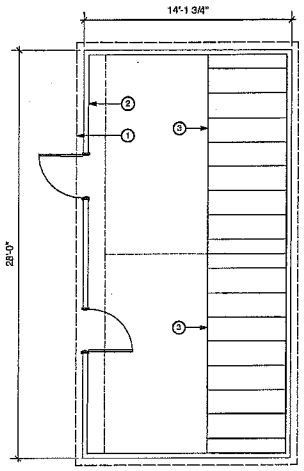
ISSUE	DAT
REVIEW	08.27.201
PLAN SUBMITTAL	04.24.201
PLAN RESUBMITTAL	08.12.201
REVIEW	09.04.201
RESUBMITTAL 1	10.07.201
RESUBMITTAL 2	12.12.201

BUILDING SECTIONS

SCALE 1/8"=1'-0

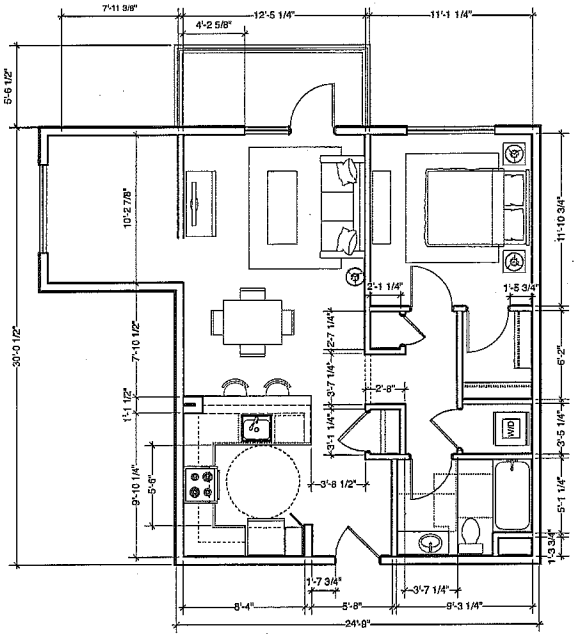
PROJECT NO. 1122 DRAWN BY

A3.1



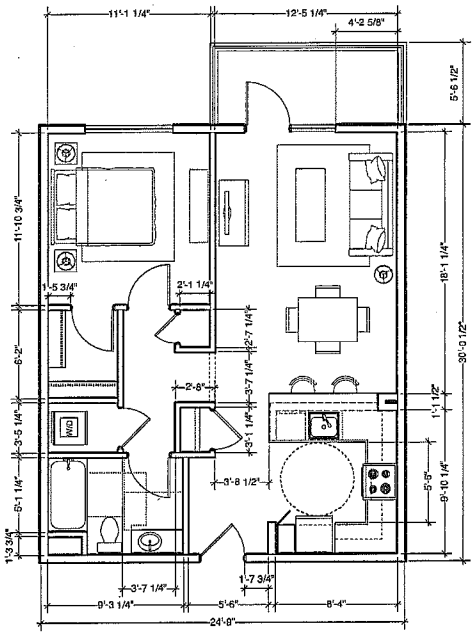
"CLASS I" BICYCLE STORAGE CAGE 3

1/4" = 1'-0"



UNIT A2 - 1BDRM/1BATH (TYP.) 2

1/4" = 1'-0"



UNIT A - 1BDRM/1BATH (TYP.) 1

1/4" = 1'-0"

GENERAL NOTES

SHEET NOTES

1. STANDING BEAM METAL ROOF
2. "CLASS I" BICYCLE CAGE COVERED WITH INDUSTRIAL GRADE EXPANDED METAL MESH OR WELDED WIRE MESH
3. SARIS BIKE STACK RACK SYSTEM

BDE ARCHITECTURE

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

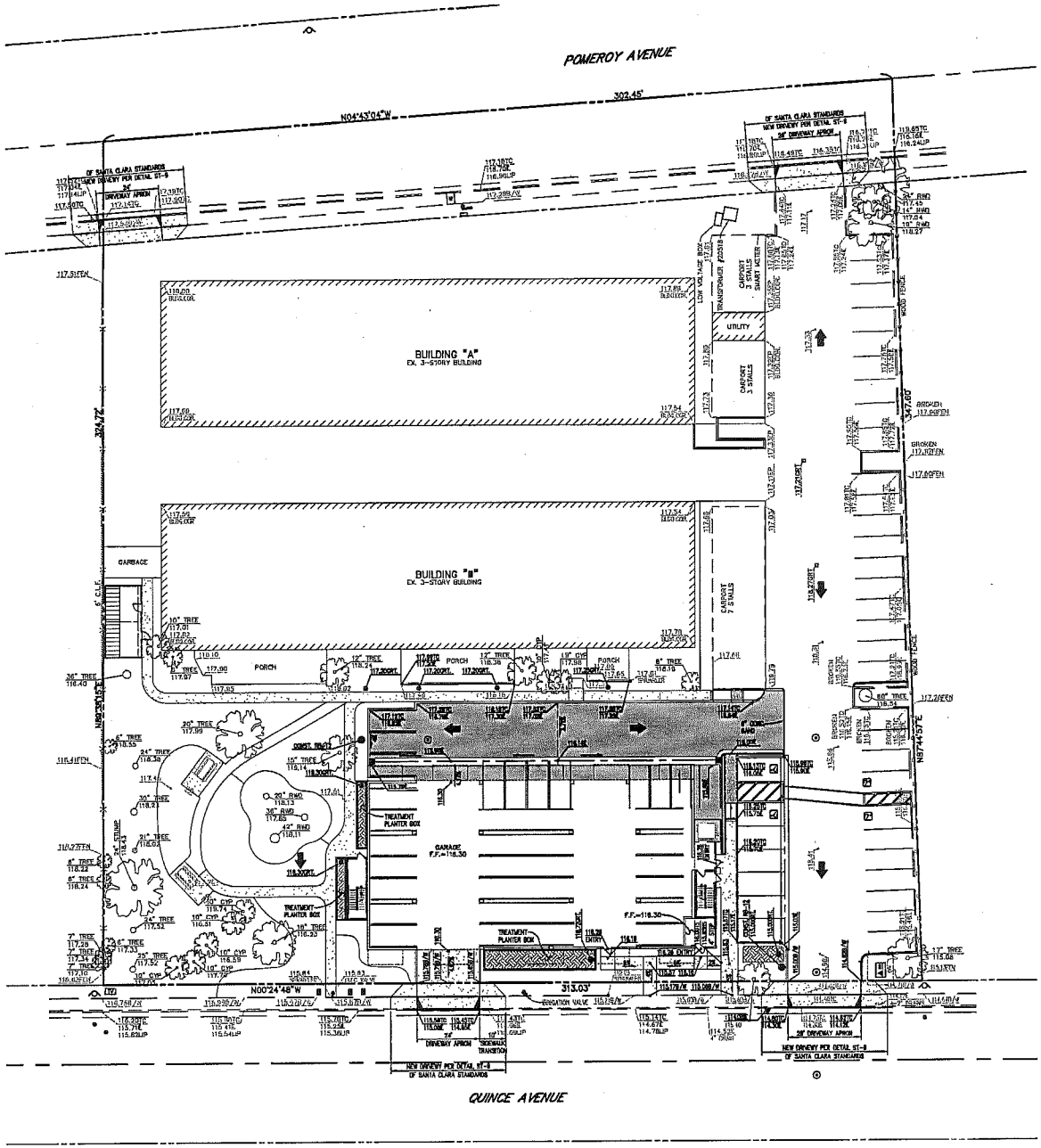
ISSUE	DAT
REVIEW	08.27.201
PLAN SUBMITTAL	04.24.201
PLAN RESUBMITTAL	08.12.201
REVIEW	09.04.201
RESUBMITTAL 1	10.07.201
RESUBMITTAL 2	12.12.201

UNIT PLANS
(OPTIONS

SCALE 1/4"=1'-0

PROJECT No. 1122 DRAWN BY N

A4.0



SCALE: 1" = 20'

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20 ft.

LEGEND

TO BE CONSTRUCTED	EXISTING	DESCRIPTION
		PROPERTY LINE
		CENTER LINE
		EXISTING EDGE OF PAVEMENT
		CURB, GUTTER, SIDEWALK & DRIVEWAY
		FIRE HYDRANT
	SS	SANITARY SEWER AND MANHOLE
SD	SD	STORM SEWER AND MANHOLE
		HOODED INLET
G	G	GAS MAIN
	W	WATER MAIN
	JT	JOINT TRENCH
		STREET LIGHT CONDUIT
OH	OH	OVERHEAD UTILITY LINES
		THRUST BLOCK
		POWER POLE
		ELECTROLIER
		CITY SURVEY MONUMENT
		SIGN
		HANDI-CAP RAMP
	0.50%	DIRECTION OF FLOW & GRADIENT
		AREA DRAIN NDS 1212 GRATE W/1200, 1203 & 1204 BASINS AS REQUIRED FOR OPENING
		HANSEN RB18 DROP INLET WITH CAST IRON ROUND GRATE
		HANSEN CB24 DRAINAGE INLET WITH CAST IRON SQUARE GRATE
		PIPE AND CATCH BASIN TO BE INSTALLED BY LANDSCAPE CONTRACTOR
		PIPE AND CATCH BASIN TO BE INSTALLED BY UNDERGROUND CONTRACTOR
		RAISED STORMWATER RUNOFF PLANTER BOX W/ UNDERDRAIN AND FACE OF CURB OUTFALL
		PERVIOUS SURFACE AT PARKING STALL
		OVERLAND RELEASE PATH

BDE ARCHITECTURE

SARATOGA CAPITAL, INC.
88 E. SANTA CLARA STREET
SAN JOSE, CA 95113

Civil Engineering Associates
Civil Engineers • Planners • Surveyors
224 Airport Parkway
Suite 555
San Jose, CA 95110
T: (408) 453-1214

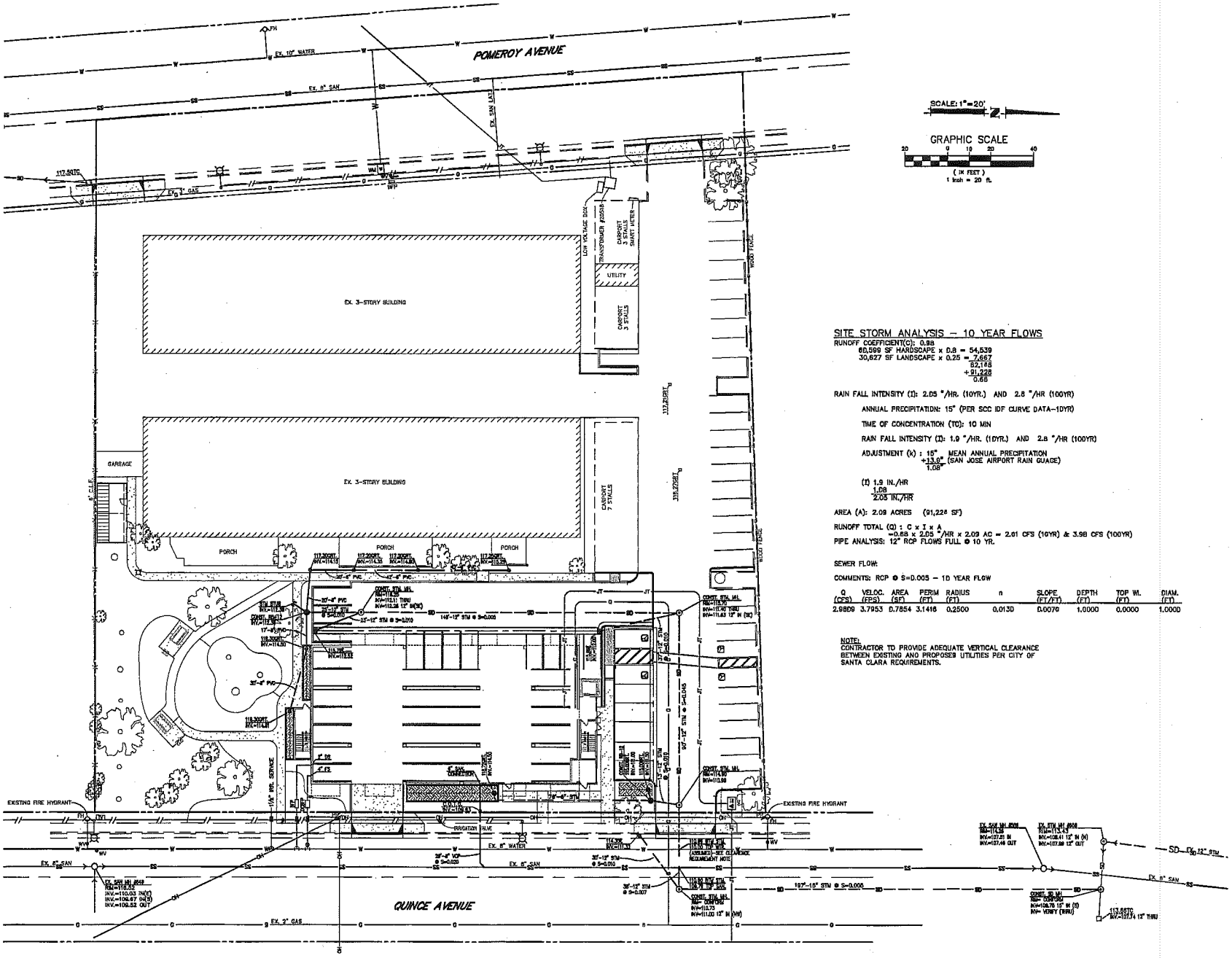
PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

Issue	Date
PLANNING SUBMITTAL	04.24.201
REVISED PLANNING SUBMITTAL	8.10.201
REVISED PLANNING SUBMITTAL	10.07.1

CONCEPTUAL GRADING AND DRAINAGE PLAN

Scale 1" = 20'
Project No. 12-108 Drawn by Y.

C-1



SITE STORM ANALYSIS – 10 YEAR FLOWS

RUNOFF COEFFICIENT(C): 0.88

60,599 SF HARDSCAPE x 0.8 = 54,539
30,627 SF LANDSCAPE x 0.25 = 7,687
62,186
+91,225
0.68

RAIN FALL INTENSITY (I): 2.05 "/HR. (10YR.) AND 2.8 "/HR (100YR)

ANNUAL PRECIPITATION: 15" (PER SCC IDF CURVE DATA-10YR)

TIME OF CONCENTRATION (TC): 10 MIN

RAIN FALL INTENSITY (I): 1.9 "/HR. (10YR.) AND 2.8 "/HR (100YR)

ADJUSTMENT (k) : 15" MEAN ANNUAL PRECIPITATION
+13.6" (SAN JOSE AIRPORT RAIN GUAGE)
1.08

(I) 1.9 IN./HR
1.08
2.05 IN./HR

AREA (A): 2.09 ACRES (91,226 SF)

RUNOFF TOTAL (Q) : C x I x A
=0.68 x 2.05 "/HR x 2.09 AC = 2.01 CFS (10YR) & 3.98 CFS (100YR)

PIPE ANALYSIS: 12" RCP FLOWS FULL @ 10 YR.

SEWER FLOW:

COMMENTS: RCP @ S=0.005 – 10 YEAR FLOW

Q (CFS)	VELOC. (FPS)	AREA (SF)	PERIM (FT)	RADIUS (FT)	n	SLOPE (FT/FT)	DEPTH (FT)	TOP WI. (FT)	DIAM. (FT)
2.9809	3.7953	0.7854	3.1416	0.2500	0.0130	0.0070	1.0000	0.0000	1.0000

NOTE:
CONTRACTOR TO PROVIDE ADEQUATE VERTICAL CLEARANCE BETWEEN EXISTING AND PROPOSED UTILITIES PER CITY OF SANTA CLARA REQUIREMENTS.

BDE ARCHITECTURE
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PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

Issue	Date
PLANNING SUBMITTAL	04.24.1
REVISED PLANNING SUBMITTAL	08.19.1
REVISED PLANNING SUBMITTAL	10.07.1

Notice
All drawings and written material appearing herein constitute original, and unpublished work of the architect and may not be duplicated, used or disclosed without the written consent of the architect.

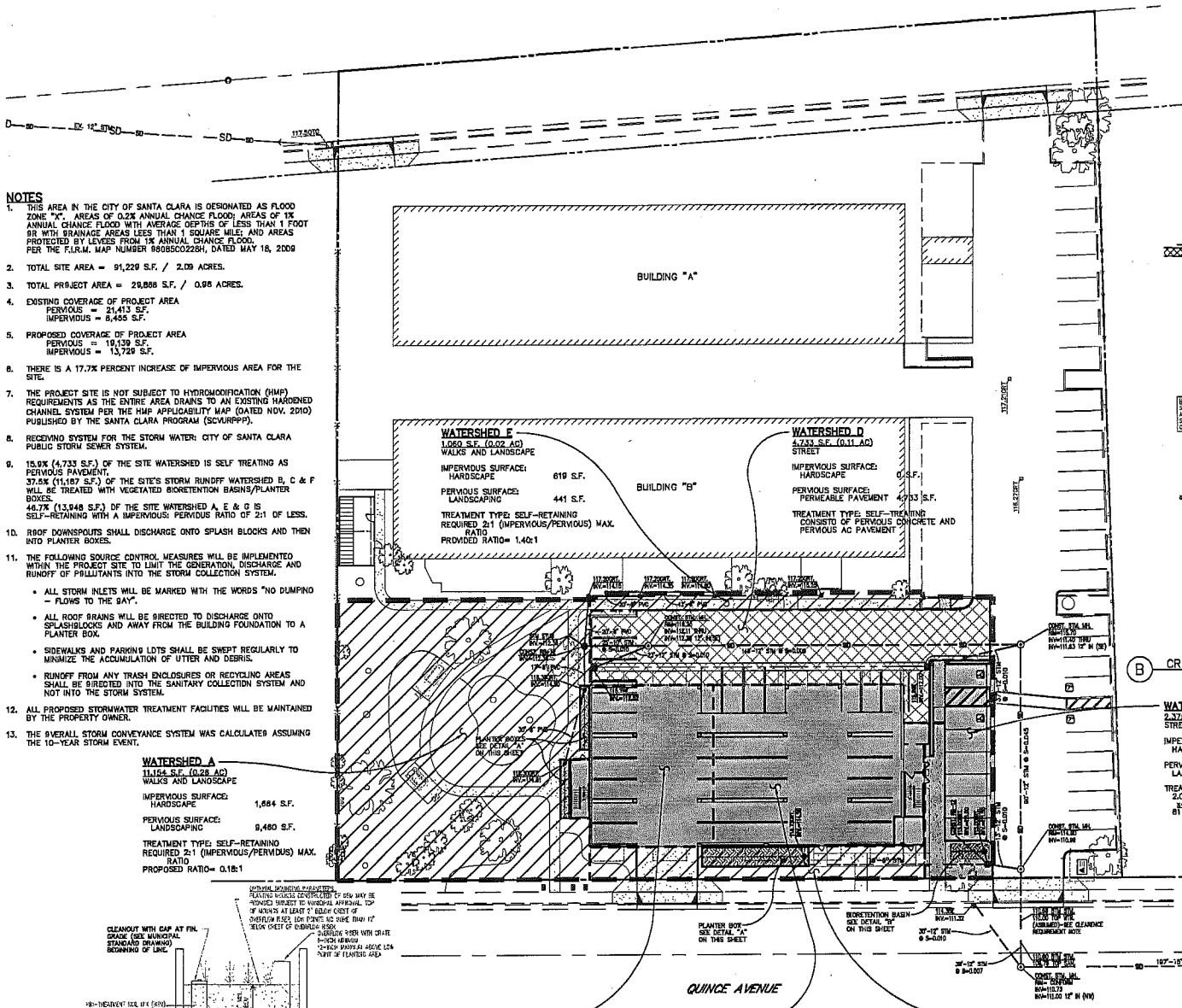
CONCEPTUAL UTILITY PLAN

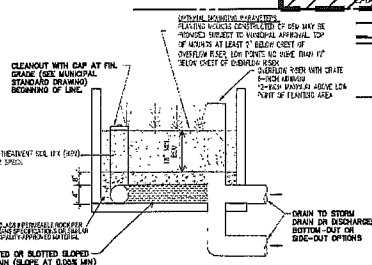
Sheet Title
Scale 1"=20'
Project No. 12-108 Drawn By Y.

C-2

NOTES

1. THIS AREA IN THE CITY OF SANTA CLARA IS DESIGNATED AS FLOOD ZONE "X". AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. PER THE F.I.R.M. MAP NUMBER 06085C0228H, DATED MAY 18, 2009
2. TOTAL SITE AREA = 91,229 S.F. / 2.09 ACRES.
3. TOTAL PROJECT AREA = 29,866 S.F. / 0.68 ACRES.
4. EXISTING COVERAGE OF PROJECT AREA
   PERVIOUS = 21,413 S.F.
   IMPERVIOUS = 8,455 S.F.
5. PROPOSED COVERAGE OF PROJECT AREA
   PERVIOUS = 19,139 S.F.
   IMPERVIOUS = 13,728 S.F.
6. THERE IS A 17.7% PERCENT INCREASE OF IMPERVIOUS AREA FOR THE SITE.
7. THE PROJECT SITE IS NOT SUBJECT TO HYDROMODIFICATION (HMP) REQUIREMENTS AS THE ENTIRE AREA DRAINS TO AN EXISTING HARDENED CHANNEL SYSTEM PER THE HMP APPLICABILITY MAP (DATED NOV. 2010) PUBLISHED BY THE SANTA CLARA PROGRAM (SCVURPPP).
8. RECEIVING SYSTEM FOR THE STORM WATER: CITY OF SANTA CLARA PUBLIC STORM SEWER SYSTEM.
9. 15.9% (4,733 S.F.) OF THE SITE WATERSHED IS SELF TREATING AS PERVIOUS PAVEMENT.
   37.5% (11,187 S.F.) OF THE SITE'S STORM RUNOFF WATERSHED B, C & F WILL BE TREATED WITH VEGETATED BIORETENTION BASINS/PLANTER BOXES.
   46.7% (13,948 S.F.) OF THE SITE WATERSHED A, E & G IS SELF-RETAINING WITH A IMPERVIOUS: PERVIOUS RATIO OF 2:1 OF LESS.
10. ROOF DOWNSPOUTS SHALL DISCHARGE ONTO SPLASH BLOCKS AND THEN INTO PLANTER BOXES.
11. THE FOLLOWING SOURCE CONTROL MEASURES WILL BE IMPLEMENTED WITHIN THE PROJECT SITE TO LIMIT THE GENERATION, DISCHARGE AND RUNOFF OF POLLUTANTS INTO THE STORM COLLECTION SYSTEM.
    - ALL STORM INLETS WILL BE MARKED WITH THE WORDS "NO DUMPING – FLOWS TO THE BAY".
    - ALL ROOF DRAINS WILL BE DIRECTED TO DISCHARGE ONTO SPLASHBLOCKS AND AWAY FROM THE BUILDING FOUNDATION TO A PLANTER BOX.
    - SIDEWALKS AND PARKING LOTS SHALL BE SWEPT REGULARLY TO MINIMIZE THE ACCUMULATION OF LITTER AND DEBRIS.
    - RUNOFF FROM ANY TRASH ENCLOSURES OR RECYCLING AREAS SHALL BE DIRECTED INTO THE SANITARY COLLECTION SYSTEM AND NOT INTO THE STORM SYSTEM.
12. ALL PROPOSED STORMWATER TREATMENT FACILITIES WILL BE MAINTAINED BY THE PROPERTY OWNER.
13. THE OVERALL STORM CONVEYANCE SYSTEM WAS CALCULATED ASSUMING THE 10-YEAR STORM EVENT.

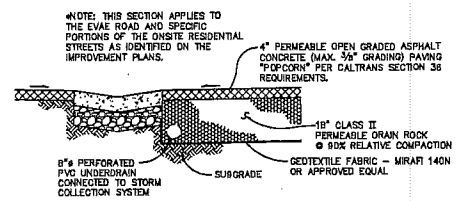




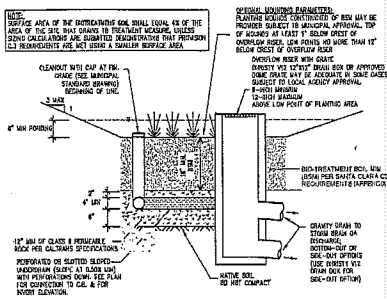
A PLANTER WALL ON-STRUCTURE

SCALE: 1"=20'

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.



PERMEABLE ASPHALT PAVING DETAIL
SCALE: 1"=5'

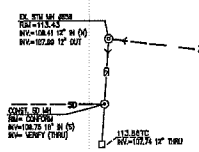


B CROSS SECTION OF BIORETENTION AREA WITH OVERFLOW INLET

PARK TERRACE

PROPOSED SITE COVERAGE

AREA	TOTAL AREA (S.F.)	ACRES
TOTAL SITE AREA	91,228	2.09
PROJECT AREA	29,866	0.68
IMPERVIOUS SURFACES		
RESIDENTIAL BUILDING	8,812	0.20
ASPHALT STREET, PARKING AND DRIVEWAYS	1,840	0.04
WALKWAYS	3,077	0.07
SUB-TOTAL	13,728	0.31
PERVIOUS SURFACES		
PERMEABLE PAVEMENT	4,733	0.11
ONSITE LANDSCAPING/OPEN-SPACE	11,406	0.26
SUB-TOTAL	16,138	0.37
TOTAL PROJECT SURFACES	29,866	0.68



LEGEND

- WATERSHED AREA TREATED WITH PLANTER BOX / BIORETENTION
- WATERSHED THAT IS SELF RETAINING
- WATERSHED THAT IS SELF TREATING (SEE PERMEABLE PAVING DETAIL ON THIS SHEET)
- UNDISTURBED PORTION OF THE SITE

BDE ARCHITECTURE

SARATOGA CAPITAL, INC.
88 E. SANTA CLARA STREET
SAN JOSE, CA 95113

Civil Engineering Associates
Civil Engineers • Planners • Surveyors

Issue	Date
PLANNING SUBMITTAL	04.24.1
REVISED PLANNING SUBMITTAL	08.19.1
REVISED PLANNING SUBMITTAL	10.07.1

CONCEPTUAL STORMWATER MANAGEMENT PLA

Scale: 1"=20'

C-3

SITE WORK ABBREVIATION LEGEND

A.C.	ASPHALTIC CONCRETE	L.	LENGTH
A.D.	AREA DRAIN	L.A.	LANDSCAPE ARCHITECT
AGG.	AGGREGATE	L.F.	LINEAR FEET
ALT.	ALTERNATE	LIN.	LINEAR
APPROX.	APPROXIMATE(LY)	LOC	LOCATION
ARCH.	ARCHITECT(S)	L.PT.	LOW POINT
A.S.T.M.	AMERICAN SOCIETY FOR TESTING MATERIAL	LT.	LIGHT
		MATL.	MATERIAL
B.C.	BOTTOM OF CURB	MAX.	MAXIMUM
B.S.	BOTTOM OF STEP	MED.	MEDIUM
BLDG.	BUILDING	MFR	MANUFACTURER(S)
BM.	BENCHMARK	MH.	MANHOLE
B.O.C.	BACK OF CURB	MIN.	MINIMUM
B.O.W.	BACK OF WALK	MISC.	MISCELLANEOUS
B.W.	BOTTOM OF WALL		
		(N)	NEW
C.B.	CATCH BASIN	N.I.C.	NOT IN CONTRACT
C.F.	CUBIC FOOT	NOM.	NOMINAL
CHAM.	CHAMFER	N.T.S.	NOT TO SCALE
CL.	CENTERLINE		
CLR.	CLEARANCE)	O.C.	ON CENTER
CO.	CLEANOUT	O.D.	OUTSIDE DIAMETER
COL.	COLUMN		
CONC.	CONCRETE	P.A.	PLANTING AREA
CONST.	CONSTRUCTION	P.B.	POOL OR FOUNTAIN BOTTOM
CONT.	CONTINUOUS OR CONTINUE	P.C.C.	PORTLAND CEMENT CONCRETE
C.Y.	CUBIC YARD	PERF.	PERFORATED
D.	DEEP, DEPTH	P.L.	PROPERTY LINE
DBL.	DOUBLE	PLTR.	PLANTER
D.G.	DECOMPOSED GRANITE	P.O.B.	POINT OF BEGINNING
D.I.	DRAIN INLET	P.O.C.	POINT OF CONNECTION
DIA.	DIAMETER	PT.	POINT
DN.	DOWN	PVC.	POLYVINYL CHLORIDE
D.S.	DOWNSPOUT	PVMT.	PAVEMENT
DTL.	DETAIL		
DWG.	DRAWING(S)	R.	RISER
		RAD.	RADIUS
(E)	EXISTING	RD.	ROAD
EA.	EACH	RD.	ROOF DRAIN
E.J.	EXPANSION JOINT	REDW.	REDWOOD
EL.	ELEVATION	REINF.	REINFORCING, REINFORCEMENT
ELEC.	ELECTRIC(CAL)	RE.	RIM ELEVATION
ENG.	ENGINEER(S)	REQD.	REQUIRED
EQ.	EQUAL	RET.	RETAINING
EST.	ESTIMATE	REV.	REVERSE
EXT.	EXTERIOR	RGH	ROUGH
		RM.	ROOM
F.F.	FINISH FLOOR		
F.G.	FINISHED GRADE	S.D.	STORM DRAIN
F.H.	FIRE HYDRANT	SF.	SQUARE FOOT
FIG.	FIGURE	SHT.	SHEET
FIN. FLR.	FINISH(ED) FLOOR	SIM.	SIMILAR
FL.	FLOW LINE	S.J.	SCORE JOINT
F.O.B.	FACE OF BUILDING	SPEC.	SPECIFICATION
F.O.C.	FACE OF CURB	SQ.	SQUARE
	FACE OF COLUMN	S.S.	SANITARY SEWER
F.O.ST.	FACE OF STONE	STD.	STANDARD
F.O.W.	FACE OF WALL	STL.	STEEL
F.P.	FINISHED PAVEMENT	STRUCT.	STRUCTURAL
F.S.	FINISHED SOIL	S.Y.	SQUARE YARD
FT(')	FOOT OR FEET		
FTG.	FOOTING	T.C.	TOP OF CURB
		TEL.	TELEPHONE
GA.	GUAGE	T.G.	TOP OF GRATE
GALV.	GALVANIZED	T.S.	TOP OF STEP
G.C.	GALLON CAN	T.W.	TOP OF WALL
GRD.	GRADE	TYP.	TYPICAL
H.B.	HOSE BIBB	U.N.O.	UNLESS NOTED OR

PLAN SUBMITTAL NOTES

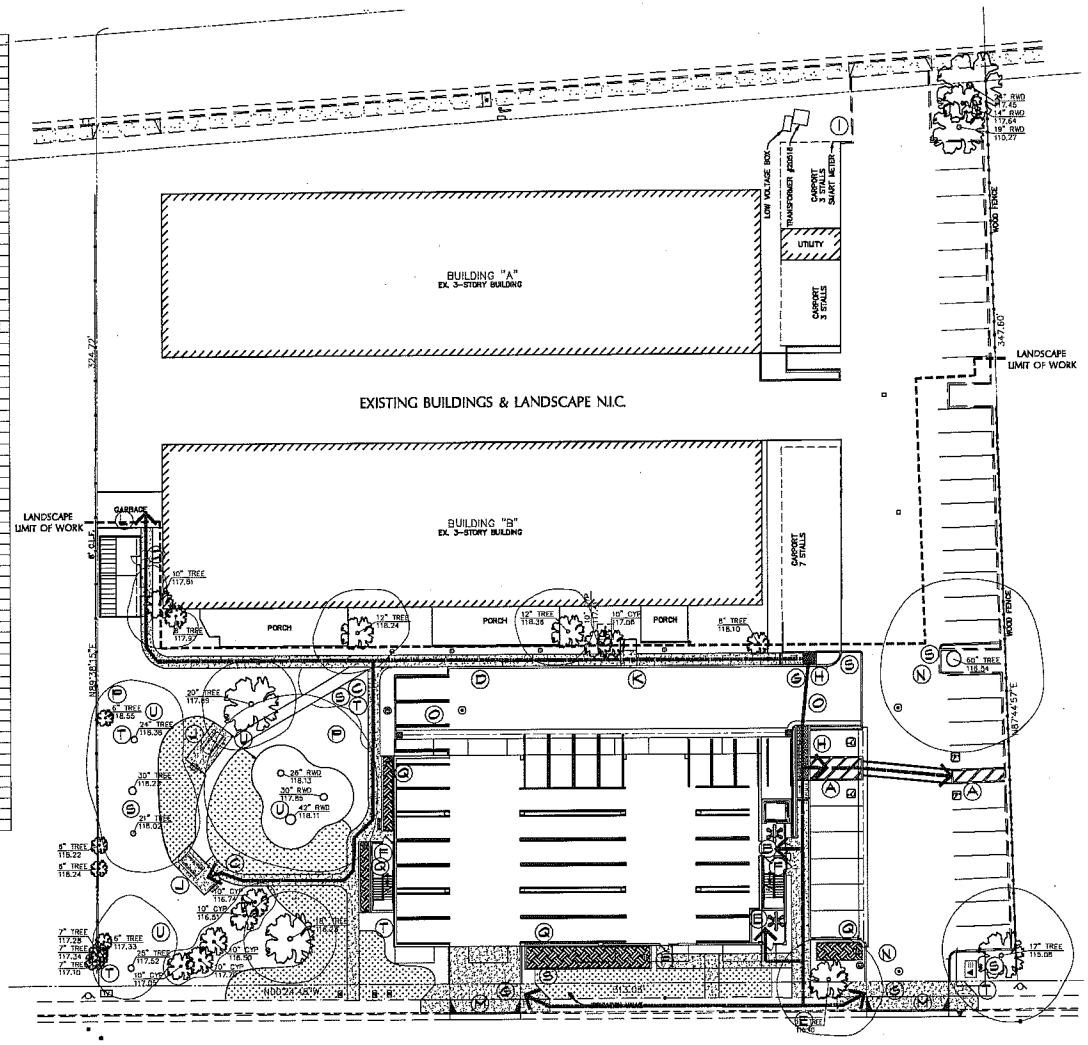
1. CALL BEFORE YOU DIG! CALL UNDERGROUND SERVICES ALERT (USA) AT 811 OR AT (800) 227-2600 AT LEAST TWO WORKING DAYS BEFORE EXCAVATING.

2. FINISHED GROUND SURFACES SHALL BE GRADED TO DRAIN THE FINISHED SITE PROPERLY. FINISHED GROUND SLOPE WITHIN FIVE FEET OF THE BUILDING OR STRUCTURE SHALL SLOPE AWAY AT A 5%. (RE-GRADING ONLY REQUIRED IN AREAS WHERE THE EXISTING GRADES WILL BE DISRUPTED DUE TO THE PROPOSED WORK.) ALL EXTERIOR HARD SURFACES (INCLUDING TERRACES) SHALL BE INSTALLED WITH A MINIMUM 1% SLOPE AND SHALL DRAIN AWAY FROM THE BUILDING. DRAINAGE SWALES SHALL HAVE A MINIMUM SLOPE OF 15%, MAXIMUM ALLOWABLE GRADED SLOPE IS 3 HORIZONTAL TO 1 VERTICAL (33%.) PAVEMENT AND SLOPES SHOULD NOT EXCEED 5% NOR BE FLATTER THAN 1% WITHIN ALL HARD SURFACING (CONCRETE AND AC PAVING) AREAS.

3. LOT GRADING SHALL CONFORM AT THE PROPERTY LINES AND SHALL NOT SLOPE TOWARD THE PROPERTY LINES IN A MANNER THAT WOULD CAUSE STORM WATER TO FLOW ONTO NEIGHBORING PROPERTY. HISTORIC DRAINAGE PATTERNS SHALL NOT BE ALTERED IN A MANNER TO CAUSE DRAINAGE PROBLEMS TO NEIGHBORING PROPERTY.

4. NEW RAINWATER DOWNSPOUTS SHALL BE DISCONNECTED AND RUNOFF DIRECTED TO A LANDSCAPED AREA. DOWNSPOUTS MAY BE CONNECTED TO A POP-UP DRAINAGE EMITTER IN THE LANDSCAPED AREA OR MAY DRAIN TO SPLASH BLOCKS THAT DIRECT WATER AWAY FROM THE BUILDING.

5. ALL CONTRACTORS AND SUBCONTRACTORS SHALL IMPLEMENT CONSTRUCTION BEST MANAGEMENT PRACTICES TO PROTECT STORM WATER QUALITY AND PREVENT POLLUTANTS FROM ENTERING THE STORM DRAIN SYSTEM. FAILURE TO IMPLEMENT AND COMPLY WITH THE APPROVED CONSTRUCTION BEST MANAGEMENT PRACTICES WILL RESULT IN THE ISSUANCE OR CORRECTION NOTICES, CITATIONS, OR STOP ORDERS.



BUILDING ADDITION & OPENSPACE

0 10 20 40
1" = 20'

NORTH

PLAN KEY PROPOSED

ENTRANCE / EXIT @ BUILDING TO ACCESSIBLE PARKING STALLS PROVIDE SIGNS @ EA CBC 1127B.3

PATH FOR ACCESSIBILITY RAMPS & LANDINGS W/ 8.33% RAMPS MAX 6" @ CURB

ACCESSIBLE PARKING SPACES W/ RAMPS & LANDINGS

ACCESSIBLE ACTIVITY AREA

ACCESSIBILITY NOTE:

THESE PLANS SHOW A BEST EFFORT TO ACHIEVE ACCESSIBILITY WITHIN EXISTING CONDITIONS. THESE PLANS INCLUDE, BUT ARE NOT LIMITED TO WALKS, LANDINGS, RAMPS W/ RAILS, PARKING LOADING, PARKING STALLS AND SIGNS. THE EXISTING CONDITIONS MAY BE SUCH THAT THE GRADES WILL NOT ALLOW STRICT ADHERENCE TO 2% MAX SLOPE AT PARKING LOADING AND STALLS. THE EXISTING PARKING LOT WILL REMAIN AS IS EXCEPT FOR RESTRIPING OF OF THESE AND ADJACENT STALLS.

DISABLED ACCESS NOTES:

1. WALKWAYS AND SIDEWALKS ALONG ACCESSIBLE ROUTES OF TRAVEL ARE CONTINUOUSLY ACCESSIBLE.
2. HAVE MAXIMUM 1/2" CHANGES IN ELEVATION, OR PROVIDE CURB RAMPS COMPLYING WITH CBC 1127B.5.
3. WALKWAYS ARE MINIMUM 48" WIDTH W/ 2% MAXIMUM CROSS SLOPE.
4. WHERE IT IS NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (i.e. 1:20) SHALL HAVE PEDESTRIAN RAMPS COMPLYING WITH CBC 1133B.5.
5. ACCESSIBLE PATH IS SHOWN PER CBC 1133B.7
6. EXTERIOR RAMPS, LANDINGS & DOOR ENCROACHMENT SHALL BE DESIGNED PER 2007 CBC SECTION 1114A.

SCOPE OF WORK

ACCESSIBILITY FEATURES

- (A) ACCESSIBLE VAN / REGULAR PARKING W/ SIGNS
- (B) ACCESSIBLE STOOP @ MANAGER'S OFFICE / ENTRANCE
- (C) ACCESSIBLE PATH @ PICNIC COURTYARDS
- (D) ACCESSIBLE PATH @ TRASH ENCLOSURE
- (E) ACCESSIBLE PATH OF TRAVEL TO CITY SIDEWALK
- (F) STOOP @ TYP. ENTRY, 5' X 5' TYP.
- (G) ACCESSIBLE PATH OF TRAVEL, WALK @ DRIVEWAY
- (H) TRUNCATED DOMES @ DRIVEWAY

COMMON AREA AMENITIES & HARDSCAPE

- (I) PROJECT SIGN
- (J) PICNIC TABLE & BBQ AREAS W/ MULCH PATHWAYS
- (K) FIT TO BLDG. ENTRY WALK (E) W/ LANDING AT NEW WALK
- (L) NEW ACCESS @ TRASH ENCLOSURE FENCE (E)
- (M) REPLACE (E) APRONS W/ ADA SIDEWALKS APRONS
- (N) PATCH, SEAL & STRIPE / MATCH DRIVEWAY
- (O) PERVIOUS PAVING, (SEE CIVIL)

PLANTING & IRRIGATION

- (P) REMOVE & ADD TREES TO MATCH DEVELOPMENT REQUIREMENTS
- (Q) PLACE BIOSWALE LANDSCAPE @ DRAIN AREAS (SEE CIVIL)
- (R) SCREEN SHRUBS ON PL'S & PARKING VENTILATION / WALLS TYP.
- (S) NEW & RENOVATED IRRIGATION SYSTEM TO MEET AB 1881 CALCS.
- (T) REPLACE (E) TREES & SHRUBS AS NEEDED W/ NEW LOW MAINT. & H2O EFFICIENT MATERIAL
- (U) OPEN SPACE MULCH AREAS

I have complied with the criteria of AB 1881 and applied them for the efficient use of water in the landscape design plan. Michael B. Dillon

BDE ARCHITECTURE

SARATOGA CAPITOL, INC.
55 E. SANTA CLARA STREET
SAN JOSE, CA 95113

DILLON DESIGN ASSOCIATES LANDSCAPE ARCHITECTURE

PARK TERRACE ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

REGISTERED LANDSCAPE ARCHITECT
MICHAEL B. DILLON
1910
EXPIRES 01/31/14
STATE OF CALIFORNIA

SCOPE OF WORK

Scale: NTS
Project No.
Drawn By: MBD

LS-1.0

PAVING WORK NOTES

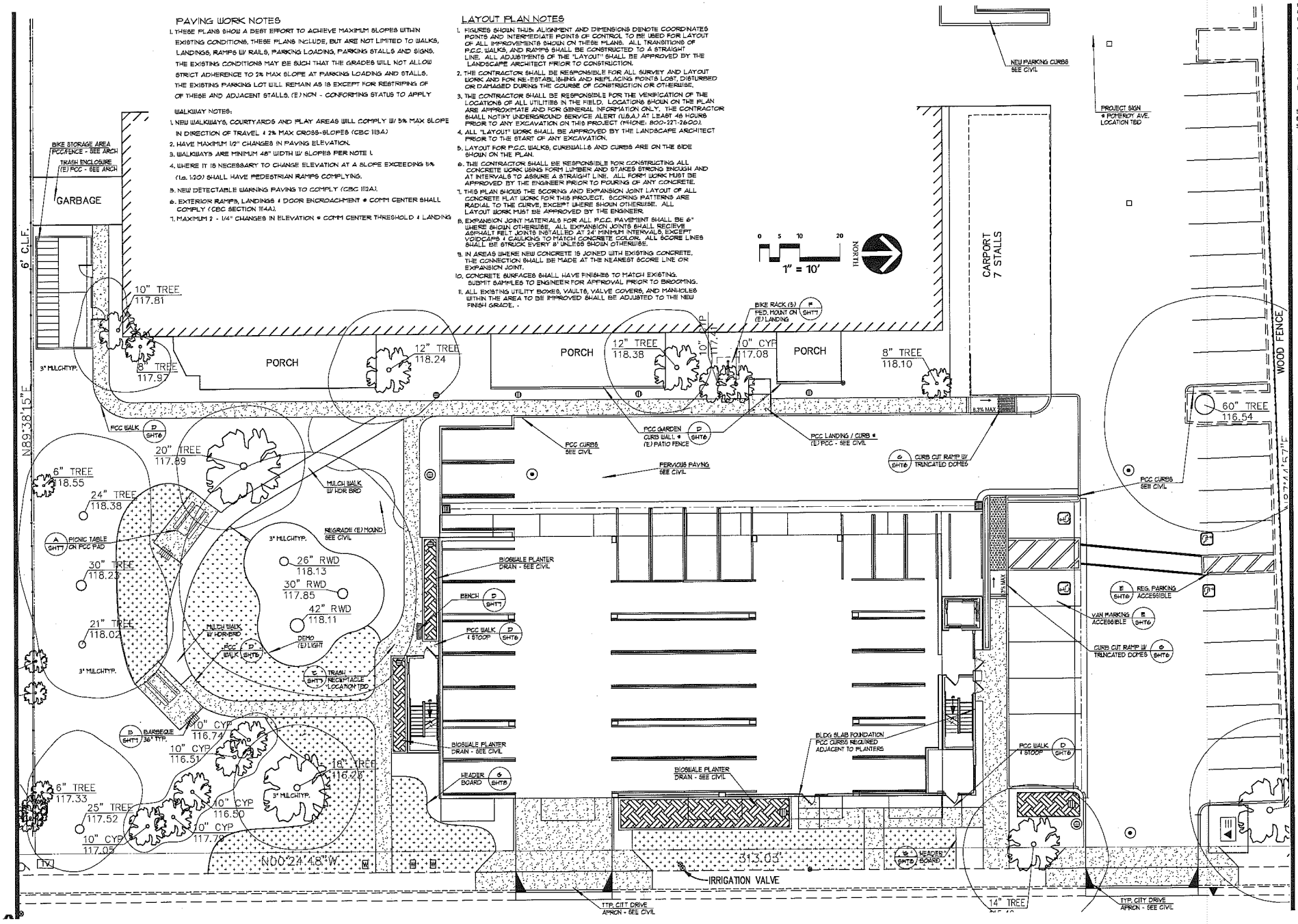
1. THESE PLANS SHOW A BEST EFFORT TO ACHIEVE MAXIMUM SLOPES WITHIN EXISTING CONDITIONS. THESE PLANS INCLUDE, BUT ARE NOT LIMITED TO WALKS, LANDINGS, RAMPS W/ RAILS, PARKING LOADING, PARKING STALLS AND SIGNS. THE EXISTING CONDITIONS MAY BE SUCH THAT THE GRADES WILL NOT ALLOW STRICT ADHERENCE TO 2% MAX SLOPE AT PARKING LOADING AND STALLS. THE EXISTING PARKING LOT WILL REMAIN AS IS EXCEPT FOR RESTRIPING OF OF THESE AND ADJACENT STALLS. (E) NON - CONFORMING STATUS TO APPLY

WALKWAY NOTES:

1. NEW WALKWAYS, COURTYARDS AND PLAY AREAS WILL COMPLY W/ 5% MAX SLOPE IN DIRECTION OF TRAVEL & 2% MAX CROSS-SLOPES (CBC 1118A)
2. HAVE MAXIMUM 1/2" CHANGES IN PAVING ELEVATION.
3. WALKWAYS ARE MINIMUM 48" WIDTH W/ SLOPES PER NOTE 1.
4. WHERE IT IS NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (i.e. 1:20) SHALL HAVE PEDESTRIAN RAMPS COMPLYING.
5. NEW DETECTABLE WARNING PAVING TO COMPLY (CBC 1112A).
6. EXTERIOR RAMPS, LANDINGS & DOOR ENCROACHMENT @ COMM CENTER SHALL COMPLY (CBC SECTION 1144A).
7. MAXIMUM 2 - 1/4" CHANGES IN ELEVATION @ COMM CENTER THRESHOLD & LANDING

LAYOUT PLAN NOTES

1. FIGURES SHOWN THUS: ALIGNMENT AND DIMENSIONS DENOTE COORDINATES POINTS AND INTERMEDIATE POINTS OF CONTROL TO BE USED FOR LAYOUT OF ALL IMPROVEMENTS SHOWN ON THESE PLANS. ALL TRANSITIONS OF P.C.C. WALKS, AND RAMPS SHALL BE CONSTRUCTED TO A STRAIGHT LINE. ALL ADJUSTMENTS OF THE "LAYOUT" SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEY AND LAYOUT WORK AND FOR RE-ESTABLISHING AND REPLACING POINTS LOST, DISTURBED OR DAMAGED DURING THE COURSE OF CONSTRUCTION OR OTHERWISE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE LOCATIONS OF ALL UTILITIES IN THE FIELD. LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION ON THIS PROJECT (PHONE: 800-227-2600).
4. ALL "LAYOUT" WORK SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO THE START OF ANY EXCAVATION.
5. LAYOUT FOR P.C.C. WALKS, CURBWALLS AND CURBS ARE ON THE SIDE SHOWN ON THE PLAN.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING ALL CONCRETE WORK USING FORM LUMBER AND STAKES STRONG ENOUGH AND AT INTERVALS TO ASSURE A STRAIGHT LINE. ALL FORM WORK MUST BE APPROVED BY THE ENGINEER PRIOR TO POURING OF ANY CONCRETE.
7. THIS PLAN SHOWS THE SCORING AND EXPANSION JOINT LAYOUT OF ALL CONCRETE FLAT WORK FOR THIS PROJECT. SCORING PATTERNS ARE RADIAL TO THE CURVE, EXCEPT WHERE SHOWN OTHERWISE. ALL LAYOUT WORK MUST BE APPROVED BY THE ENGINEER.
8. EXPANSION JOINT MATERIALS FOR ALL P.C.C. PAVEMENT SHALL BE 6" WHERE SHOWN OTHERWISE. ALL EXPANSION JOINTS SHALL RECIEVE ASPHALT FELT JOINTS INSTALLED AT 24' MINIMUM INTERVALS, EXCEPT VOIDCAPS & CAULKING TO MATCH CONCRETE COLOR. ALL SCORE LINES SHALL BE STRUCK EVERY 8' UNLESS SHOWN OTHERWISE.
9. IN AREAS WHERE NEW CONCRETE IS JOINED WITH EXISTING CONCRETE, THE CONNECTION SHALL BE MADE AT THE NEAREST SCORE LINE OR EXPANSION JOINT.
10. CONCRETE SURFACES SHALL HAVE FINISHES TO MATCH EXISTING. SUBMIT SAMPLES TO ENGINEER FOR APPROVAL PRIOR TO BROOMING.
11. ALL EXISTING UTILITY BOXES, VAULTS, VALVE COVERS, AND MANHOLES WITHIN THE AREA TO BE IMPROVED SHALL BE ADJUSTED TO THE NEW FINISH GRADE.



BDE ARCHITECTURE

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DELLON DESIGN ASSOCIATES
LANDSCAPE ARCHITECTURE

PARK TERRACE ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.12
RESUBMITTAL	10.7.12

LANDSCAPE LAYOUT PLAN

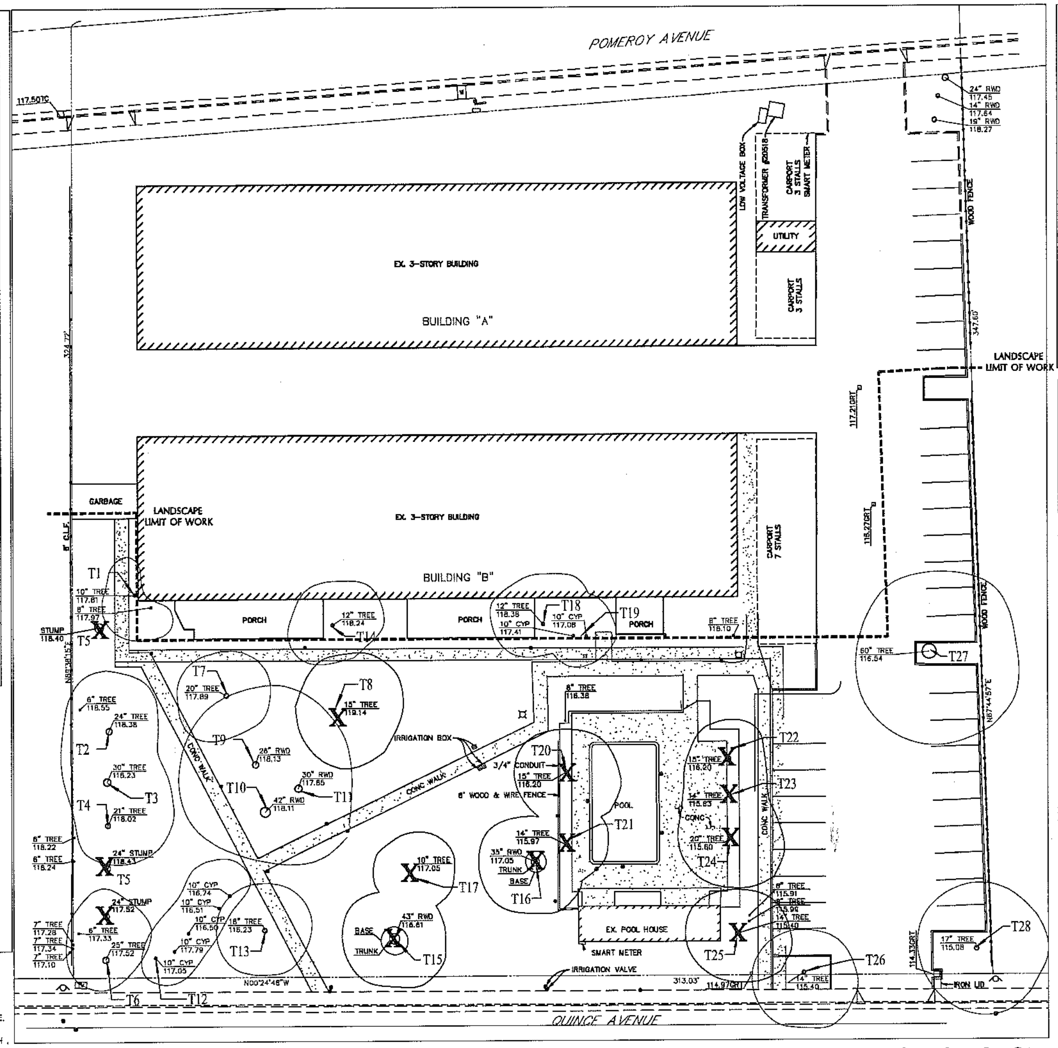
Scale: NTS
Project No.
Draw By: MBD

LS-2.0

TREES: PROTECTED OR REMOVED

(tree trunk and canopy taken from survey, verify species)

NUM	BOTANICAL NAME / COMMON NAME	TRUNK DIA @ DBH	SCOPE OF TREE CARE	TREE REPLACE (quantity-size)
T-1	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	10" dia		
T-2	PINUS RADIATA MONTEREY PINE	24" dia		
T-3	PINUS RADIATA MONTEREY PINE	30" dia		
T-4	PINUS RADIATA MONTEREY PINE	21" dia		
T-5	STUMPS & ROOTS (OLD)	3-24" dia	TO BE REMOVED FOR NEW CONSTRUCTION	none
T-6	PINUS RADIATA MONTEREY PINE	25" dia		
T-7	CERATONIA SILIQUA CAROB TREE	20" dia		
T-8	PINUS RADIATA MONTEREY PINE	15" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-24" BOX
T-9	SEQUOIA SEMPERVIRENS REDWOOD TREE	26" dia		
T-10	SEQUOIA SEMPERVIRENS REDWOOD TREE	42" dia		
T-11	SEQUOIA SEMPERVIRENS REDWOOD TREE	30" dia		
T-12(6)	CUPRESSUS SEMPERVIRENS ITALIAN CYPRESS	6-10" dia		
T-13	PYRUS 'MULTI' FRUITLESS PEAR TREE	18" dia		
T-14	LIQUIDAMBER STYRACIFLUA AMERICAN SWEETGUM	12" dia		
T-15	SEQUOIA SEMPERVIRENS REDWOOD TREE	43" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-36" BOX
T-16	SEQUOIA SEMPERVIRENS REDWOOD TREE	35" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-36" BOX
T-17	ABIES CONCOLOR WHITE FIR TREE	10" dia	TO BE REMOVED FOR NEW CONSTRUCTION	
T-18	LIQUIDAMBER STYRACIFLUA AMERICAN SWEETGUM	12" dia		
T-19(2)	CUPRESSUS SEMPERVIRENS ITALIAN CYPRESS	2-10" dia		
T-20	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	15" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-21	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	14" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-22	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	15" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-23	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	14" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-24	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	20" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-24" BOX
T-25	CINNAMOMUM CAMPHORA CAMPHOR TREE	14" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-26	PRUNUS BLIREIANA PURPLE PLUM	14" dia		
T-27	SCHINUS MOLLE CALIFORNIA PEPPER	60" dia		
T-28	MORUS ALBA MULBERRY TREE	17" dia		



EXISTING CONDITIONS W/ TREE CARE / PROTECTION

0 10 20 40
1" = 20'
NORTH

TREE REMOVAL NOTES

1. FINAL TREE AND ROOT AREA IDENTIFICATION TO BE APPROVED BY OWNER. OVERLAPPING ROOT ZONES OF RETAINED TREES TO BE PROTECTED AT THIS TIME.
2. REMOVAL OF ALL STUMPS, ROOTS, TRUNKS, BRANCHES AND LEAVES FROM SITE.
3. REMOVAL OF ALL STUMPS, BUTTRESS ROOTS AND DEBRIS TO BE TO A 24" DEPTH.
4. REMOVAL OF ALL ROOT MATS & DEBRIS TO BE TO A 12" DEPTH OUT TO DRIPLINE.
5. EXCAVATED MATERIAL TO BE REPLACED WITH AMENDED TOPSOIL AND COMPACTED TOPSOIL PER THE SOIL PREP SPECIFICATIONS.

TREE PROTECTION NOTES

1. PRIOR TO CONSTRUCTION, ALL EXISTING TREES TO REMAIN WILL BE PRUNED BY OWNER TO CORRECT IMPROPER GROWTH, INSPECTED FOR INSECT OR BACTERIA DAMAGE, AND HAVE ALL DEAD WOOD REMOVED, AS DETERMINED BY A LICENSED ARBORIST.
2. GRADING UNDER TREE CANOPY IS TO BE LIMITED TO 6" CUT OR FILL FROM THE ORIGINAL GRADE. ANY TRENCHING OR DIGGING UNDER THE DRIP LINE OF TREE SHALL BE DONE BY HAND IN ORDER TO PREVENT THE FRACTURING OF ROOTS.
3. CUTTING OR FILLING SHALL NOT OCCUR WITHIN 10' OF TRUNK, AND BE A MAXIMUM OF 6" DEEP BEYOND THAT POINT. (UNLESS SPECIAL PROVISIONS ARE SPECIFIED)
4. THE CONTRACTOR SHALL, ON AN ONGOING BASIS, VISUALLY INSPECT ALL TREES. IF AT ANY TIME THE TREES APPEAR TO BE UNDER STRESS, IT SHALL BE REPORTED TO THE CONSTRUCTION MANAGER IMMEDIATELY FOR ACTION.
5. REPARATION/COMPENSATION FOR DAMAGED TREES: ANY DAMAGE TO EXISTING TREE CROWNS OR ROOT SYSTEMS SHALL BE REPAIRED IMMEDIATELY BY AN CERTIFIED TREE SURGEON. ROOTS EXPOSED OR DAMAGED DURING GRADING OPERATIONS SHALL IMMEDIATELY BE CUT OFF CLEANLY INSIDE THE EXPOSED OR DAMAGED AREA, AND SHALL HAVE TOPSOIL SPREAD OVER THE EXPOSED AREA. IF TREES TO BE SAVED ARE SEVERELY INJURED THE CONTRACTOR SHALL PAY (AS PER INDUSTRY STANDARDS) FOR EACH TREE 3 TO 6 INCHES IN CALIPER THE SUM OF FIVE HUNDRED DOLLARS, AND EACH TREE 6 INCHES AND OVER IN CALIPER THE SUM OF SEVEN HUNDRED TO SIX THOUSAND DOLLARS, AS FIXED AND AGREED TO LIQUIDATED DAMAGES.

EXISTING CONDITIONS & DEMOLITION NOTES

1. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO DETERMINE THE EXACT EXTENT OF ALL SITE DEMOLITION ITEMS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UNDERGROUND CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONSTRUCTION DETAILS, SPECIFICATIONS, SUBSEQUENT ADDENDA AND SPECIAL PROVISIONS AS APPROVED BY THE OWNER.
4. THE CONTRACTOR SHALL PERFORM ALL CLEARING, DEMOLITION, REMOVAL OF OBSTRUCTIONS AND SITE PREPARATIONS NECESSARY FOR THE PROPER EXECUTION OF ALL WORK SHOWN ON THESE PLANS AND AS DESCRIBED IN THE SPECIFICATIONS.
5. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION ON THIS PROJECT (U.S.A. AT 800-227-2600). THE CONTRACTOR SHALL REMOVE ALL USA MARKINGS, AS SOON AS THEY ARE NO LONGER NEEDED, BY USING A HIGH PRESSURE WATER METHOD ONLY. CHALK PAINT SHOULD BE USED WHENEVER POSSIBLE. THE CONTRACTOR SHOULD NOTE OVERHEAD LINES AND POWER POLES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE UNDER THIS CONTRACT FOR REPAIRING AND REPLACING AT HIS/HER OWN EXPENSE, ANY STRUCTURES, FENCES, WALLS, OR PLANT LIFE DAMAGED OR DESTROYED BY HIS/HER OPERATION. LIKEWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES OCCURRING BY HIS/HER OPERATION, ON ADJACENT PROPERTIES AND ANYWHERE OUTSIDE THE CONTRACT LIMIT LINES. THE DAMAGED ITEMS WILL BE RESTORED TO THEIR ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER.
7. THE CONTRACTOR SHALL KEEP ALL PLANTING, PAVING & CURB AREAS FREE FROM WEEDS, DEBRIS AND TRASH DURING THE ENTIRE DURATION OF THE CONTRACT. WEED CONTROL ORGANIC HERBICIDES SHALL BE APPLIED IF THE ENGINEER DEEMS IT NECESSARY. TYPE OF HERBICIDE TO BE USED AND METHOD OF APPLICATION SHALL BE APPROVED BY THE ENGINEER.
8. ALL ITEMS INDICATED TO BE REMOVED SHALL BE DISPOSED OF FROM THE PROJECT SITE, EXCEPT ITEMS INDICATED TO BE SALVAGED.
4. THE CONTRACTOR SHALL BE IN FULL COMPLIANCE WITH THE FEDERAL WATER POLLUTION CONTROL ACT & ALL PROVISIONS OF THE GENERAL PERMIT FOR STORM WATER DISCHARGE AS REGARDS DISCHARGE OF POLLUTANTS TO STORM WATER ASSOCIATED W/ CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CIVIL'S STORM WATER POLLUTION PREVENTION PLAN, IMPLEMENT ALL STORM WATER CONTROL STRUCTURES AND MEASURES NECESSARY TO REDUCE POLLUTANTS IN STORM WATER DISCHARGE FROM THE PROJECT SITE DURING CONTRUCTION.

PLAN KEY

TREE CANOPY DRIPLINE

X REMOVE EXISTING TREES

CONSTUCTION SECURITY FENCING (TBD) PLACED @ BACK OF SIDEWALK TYPICAL USED AS TREE PROTECTION W/ ACCESS GATES

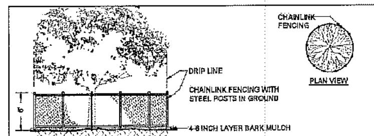
PLACE 72" MIN CHAIN LINK FENCING SECURED FOR HAND WORK ONLY @ RWD TREE & OTHER DRIPLINES AS SHOWN

EXISTING TREE NOTES

THERE WILL BE NO GRADE CHANGES OTHER THAN THOSE ASSOCIATED WITH SOIL AMENDMENT AND MULCHING UNDER TREE CANOPIES. THE PAVING & WALKWAY IMPROVEMENTS NEAR TWO SWEETGUM TREES WILL REQUIRE GRADING.

THE SCREENED SCAFFOLDING WILL BECOME A CONTAINMENT OF THE WORK DONE TO REPLACE WINDOWS & SIDING ON THE (E) BUILDING. THESE IMPROVEMENT REQUIRE CONTROLLED ACCESS WHICH WILL REQUIRE SOME ACCESS TO EXTENSIVE TREE CANOPIES.

THIS PLAN WAS PREPARED AFTER A FIELD REVIEW WITH OWNER'S REPRESENTATIVE. DEMOLITION, GRADING AND TREE PROTECTION SHALL FOLLOW THESE RECOMMENDATIONS FOR ALL WORK AROUND EXISITNG TREES. THE CARE OF THE TREES SHOWN ON THIS PLAN IS DETERMINED NECESSARY TO ENHANCE THE GROWTH OF THE (E) & PROPOSED PLANTING.



TREE PROTECTION NOTES
1. CURRENT STANDARD DETAIL AT CITY ENGINEERING DIVISION SHALL PREVAIL.
2. TREE PROTECTION MEASURES MUST BE IN PLACE BEFORE CONSTRUCTION, DEMOLITION AND/OR GRADING ACTIVITIES COMMENCE. CITY OF FREMONT WILL STOP CONSTRUCTION IF TREE PROTECTION MEASURES ARE NOT IN PLACE AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. TREES CALLED OUT FOR PRESERVATION SHALL BE FENCED AT THE DRIPLINE. FENCING MAY OCCUR AT THE COMBINED DRIPLINES OF GROVES OF TREES. PLACE 4-6 INCH BARK MULCH BENEATH DRIPLINES OF TREES TO BE PRESERVED. KEEP BARK 2-3 FEET FROM TREE TRUNK.
4. FENCING SHALL BE 6 FEET TALL CHAIN LINK FENCING WITH STEEL POSTS EMBEDDED IN THE GROUND.
5. NO GRADING SHALL OCCUR WITHIN THE DRIPLINES/FENCED AREA OF EXISTING TREES.
6. NO CONSTRUCTION MATERIALS OR CONSTRUCTION VEHICLES MAY BE STORED WITHIN THE DRIPLINES/FENCED AREA OF EXISTING TREES.
7. CONSTRUCTION VEHICLES OR MACHINERY MAY NOT PASS BETWEEN TWO OR MORE EXISTING TREES IDENTIFIED FOR PRESERVATION IF THEIR CANOPIES ARE WITHIN 10 FEET OF TOUCHING. ADDITIONAL FENCING MAY BE REQUIRED BY THE CITY AS NEEDED.
8. THE CONTRACTOR IS REQUIRED TO HAVE AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA), APPROVED BY THE CITY, ON SITE IF SITE CONSTRUCTION EFFORTS REQUIRE REMOVAL OF EXISTING ROOTS OR BRANCH PRUNING. ROOTS APPROVED FOR CUTTING MUST BE CUT CLEANLY WITH A SAW. RIPPING OR SHREADING ROOTS SUBJECT TO FINE/PENALTY.
9. UNAUTHORIZED TREE REMOVAL IS SUBJECT TO REPLACEMENT EQUAL TO THE APPRAISED VALUE OF THE TREE LOST PER FMC 4-5108.
10. THE CONTRACTOR IS REQUIRED TO WATER, FERTILIZE AND ATTEND TO OTHER MAINTENANCE NEEDS OF EXISTING TREES TO MAINTAIN HEALTHY GROWTH THROUGHOUT THE CONSTRUCTION PERIOD. AN EARTH BERM MEASURING MINIMUM 6 FEET IN DIAMETER, AND 6 INCHES IN HEIGHT SHALL BE CONSTRUCTED AT THE BASE OF EACH TREE TO FUNCTION AS A TEMPORARY WATERING BASIN DURING THE CONSTRUCTION PERIOD. TREES SHALL BE WATERED ACCORDING TO WEATHER AND TREE SPECIES REQUIREMENTS.

SCOPE OF LANDSCAPE DEMOLITION

VERIFY W/ SCOPE OF ALL CIVIL & ARCH IMPROVEMENT
REMOVE CONCRETE STOOPS, STEPS & WALKS FOR NEW WALKS, RAMPS ETC.
REMOVE PCC & REGRADE FOR NEW LANDSCAPE
REMOVE OLD WOOD HEADERS & RETAINERS AS NEEDED (REPLACE)
REMOVE PLANTING W/ IRRIGATION TO NEW EDGES AS NEEDED
REMOVE APPROVED TREES & ROOTS TO DRIP LINE 18" DEEP
REMOVE APPROVED TREE ROOTS AS NEEDED FOR NEW LANDSCAPE

SHEET MULCHING NOTES

DEMOLITION OF EXISTING IVY, SHRUBS & LAWN SHALL BE DONE BY USING A SHEET MULCHING TECHNIQUE.
1. KNOCK DOWN OR MOW EXISTING VEGETATION SO THAT IT LAYS FLAT. REMOVE ONLY WOODY OR BULKY PLANT MATERIAL (IVY AND OTHER SHRUBS).
2. SEE PLANTG DETAIL SHEET FOR INSTRUCTIONS ON PLACEMENT OF CARDBOARD OVER DEMOLITION AREAS AND FOR INSTALLATION OF IRRIGATION AND PLANT MATERIAL.
REFER TO BAY-FRIENDLY LANDSCAPE GUIDELINES FOR ADDITIONAL INFORMATION ON SHEET MULCHING:
WWW.STOPWASTE.ORG
WWW.BAYFRIENDLYCOALITION.ORG

BDE ARCHITECTURE

SARATOGA CAPITOL, INC.
66 E. SANTA CLARA STREET
SAN JOSE, CA 95113

DILLON DESIGN ASSOCIATES LANDSCAPE ARCHITECTURE

PARK TERRACE
ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

REGISTERED LANDSCAPE ARCHITECT MICHAEL B. DILLON 1910 STATE OF CALIFORNIA

(E) TREE PROTECTION & (E) CONDITION

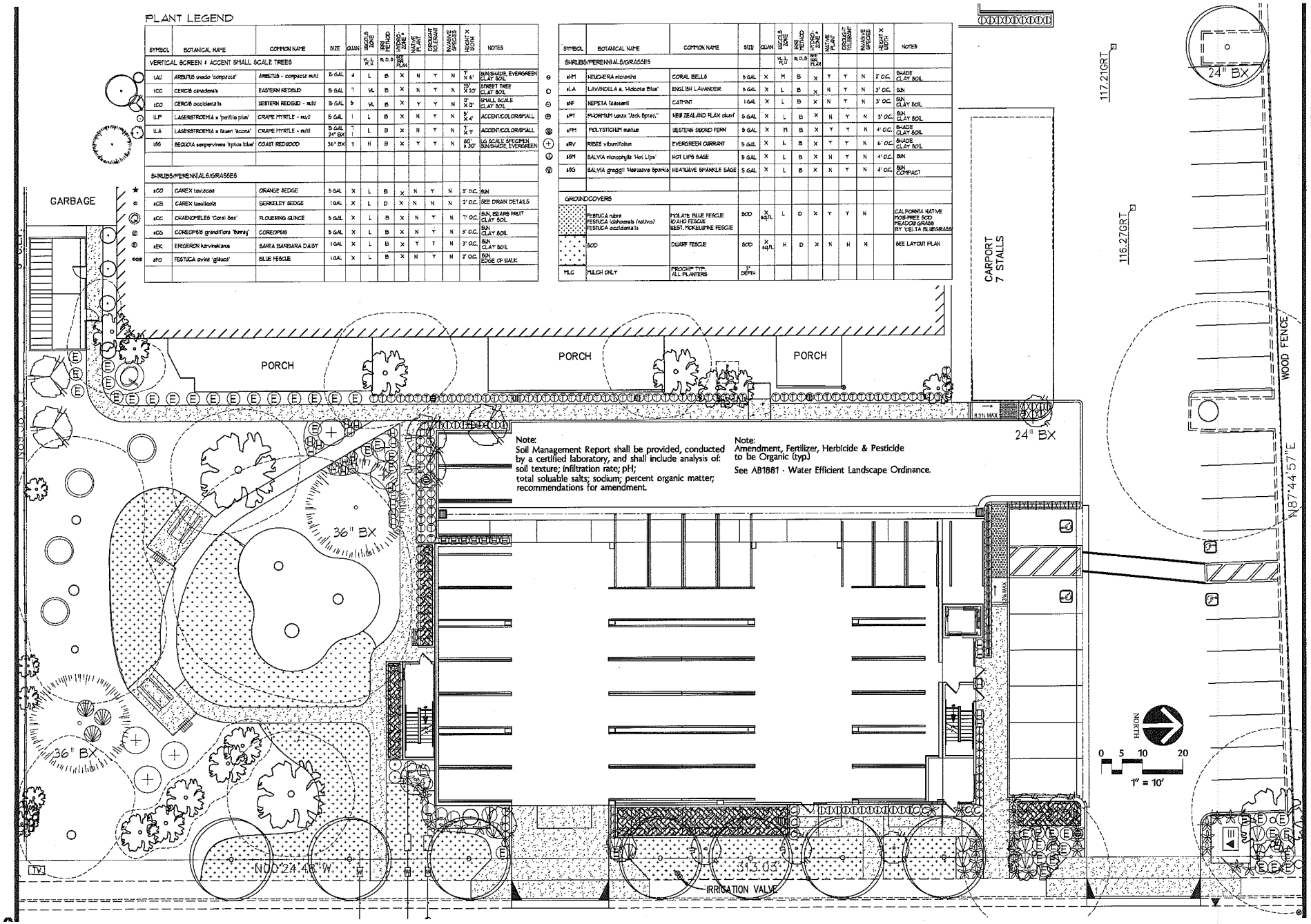
NTS
MBD

LS-3.0

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN	SUNSET ZONE	WBI METHOD	HYDRO ZONE #	NATIVE PLANT	DROUGHT TOLERANT	SHADE TOLERANT	HEIGHT X WIDTH	NOTES
VERTICAL SCREEN & ACCENT SMALL SCALE TREES												
				VL, L, M		H, D, B	SEE SHR PLAN					
UU	ARBUTUS unedo 'compacta'	ARBUTUS - compacta multi	15 GAL	4	L	B	X	N	Y	N	7' X 6'	SUN/SHADE, EVERGREEN CLAY SOIL
CC	CERCIS canadensis	EASTERN REDBUD	15 GAL	7	VL	B	X	N	Y	N	25' X 30'	STREET TREE CLAY SOIL
CO	CERCIS occidentalis	WESTERN REDBUD - multi	15 GAL	5	VL	B	X	Y	Y	N	20' X 12'	SMALL SCALE CLAY SOIL
LLP	LAGERSTROEMIA x 'petite plum'	CRAPE MYRTLE - multi	15 GAL	1	L	B	X	N	Y	N	5' X 4'	ACCENT/COLOR/SMALL
LLA	LAGERSTROEMIA x fauri 'acoma'	CRAPE MYRTLE - multi	15 GAL 24" BX	7 1	L	B	X	N	Y	N	7' X 7'	ACCENT/COLOR/SMALL
LSG	SEQUOIA sempervirens 'Aptos blue'	COAST REDWOOD	36" BX	7	H	B	X	Y	Y	N	80' X 30'	LG SCALE SPECIMEN SUN/SHADE, EVERGREEN
SHRUBS/PERENNIALS/GRASSES												
aCO	CAREX tumicola	ORANGE SEDGE	5 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN
aCB	CAREX tumulicola	BERKELEY SEDGE	1 GAL	X	L	D	X	N	N	N	2' O.C.	SEE DRAIN DETAILS
aCC	CHAENOMELES 'Coral Sea'	FLOWERING QUINCE	5 GAL	X	L	B	X	N	Y	N	7' O.C.	SUN, BEARS FRUIT CLAY SOIL
aCG	COREOPSIS grandiflora 'Sunray'	COREOPSIS	5 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN CLAY SOIL
aEK	ERIGERON karvinskianus	SANTA BARBARA DAISY	1 GAL	X	L	B	X	Y	T	N	3' O.C.	SUN CLAY SOIL
aFO	FESTUCA ovina 'glauca'	BLUE FESCUE	1 GAL	X	L	B	X	N	Y	N	2' O.C.	SUN EDGE OF WALK

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN	SUNSET ZONE	WBI METHOD	HYDRO ZONE #	NATIVE PLANT	DROUGHT TOLERANT	SHADE TOLERANT	HEIGHT X WIDTH	NOTES
SHRUBS/PERENNIALS/GRASSES												
				VL, L, M		H, D, B	SEE SHR PLAN					
aHM	HEUCHERA micrantha	CORAL BELLS	5 GAL	X	M	B	X	Y	Y	N	3' O.C.	SHADE CLAY SOIL
aLA	LAVANDULA a. 'Hidcote Blue'	ENGLISH LAVANDER	5 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN
aNF	NEPETA faassenii	CATMINT	1 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN CLAY SOIL
aPT	PHORMIUM tenax 'Jack Spratt'	NEW ZEALAND FLAX dwarf	5 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN, CLAY SOIL
aPM	POLYSTICHUM munitum	WESTERN SWORD FERN	5 GAL	X	M	B	X	Y	Y	N	4' O.C.	SHADE CLAY SOIL
aRV	RIBES viburnifolium	EVERGREEN CURRANT	5 GAL	X	L	B	X	Y	Y	N	6' O.C.	SHADE CLAY SOIL
aSM	SALVIA microphylla 'Hot Lips'	HOT LIPS SAGE	5 GAL	X	L	B	X	N	Y	N	4' O.C.	SUN
aSG	SALVIA greggii 'Heatwave Sparkle'	HEATWAVE SPARKLE SAGE	5 GAL	X	L	B	X	N	Y	N	4' O.C.	SUN COMPACT
GROUNDCOVERS												
	FESTUCA rubra FESTUCA idahoensis (native) FESTUCA occidentalis	MOLATE BLUE FESCUE IDAHO FESCUE BEST, MOKELUMNE FESCUE	SOD	X sq/ft	L	D	X	Y	Y	N		CALIFORNIA NATIVE MOW-FREE SOD MEADOW GRASS BY 'DELTA BLUEGRASS'
	SOD	DWARF FESCUE	SOD	X sq/ft	H	D	X	N	H	N		SEE LAYOUT PLAN
MLC	MULCH ONLY	FROCHIP TYP. ALL PLANTERS	3" DEPTH									



Note:
Soil Management Report shall be provided, conducted by a certified laboratory, and shall include analysis of: soil texture; infiltration rate; pH; total soluable salts; sodium; percent organic matter; recommendations for amendment.

Note:
Amendment, Fertilizer, Herbicide & Pesticide to be Organic (typ.)

See AB1881 - Water Efficient Landscape Ordinance.

BDE ARCHITECTURE

SARATOGA CAPITOL, INC.
88 E. SANTA CLARA STREET
SAN JOSE, CA 95113

DILLON DESIGN ASSOCIATES LANDSCAPE ARCHITECTURE

PARK TERRACE
ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

PLANTING PLAN

Scale: NTS

LS-4.0

IRRIGATION STATIONS (NEW)

STA	TYPE	DESCRIPTION	PER STATION (VALVE) VALVE / GPM	RATE	PSI	SQ. FT.
1	HUNTER	TREE BUBBLER				XX
2	RAINBIRD	SUBSURFACE DRIP				XX
3	RAINBIRD	SUBSURFACE DRIP				XX
4	HUNTER	STREAM ROTOR				XX
5	QUADRA	BUBBLER				XX
6	RAINBIRD	SUBSURFACE DRIP				XX
7	RAINBIRD	SUBSURFACE DRIP				XX
8	HUNTER	TREE BUBBLER				XX
9	QUADRA	BUBBLER				XX
10	XX					
11	XX					
12	XX					

TOTAL AREA XXX

NOTE: LAYOUT BUBBLERS PER LOCATION OF INDIVIDUAL PLANTS AND TREES, SEE PLANTING PLAN SEE NOTES THIS SHT. FOR LOW HEADS AND BUBBLERS CHECKFLOW VALVES

SIZING FOR LATERAL LINES

1-8 GPM	3/4"	CL 200 PVC
9-14 GPM	1"	CL 200 PVC
15-23 GPM	1-1/4"	CL 200 PVC
24-30 GPM	1-1/2"	CL 200 PVC
31-45 GPM	2"	CL 200 PVC

CONTAINER BUBBLER QUANTITY

SIZE	GPM	QUAN
1 GAL	0.068 GPM	1/2 BLU QBL 2 ports
5 GAL	0.203 GPM	1 BLK QB, 4 ports
15 GAL	1.0 GPM	1 PCS @ 1.5
24" BOX	2.0 GPM	2 PCS @ 1.8

VALVE SIZE

IRRIGATION ZONING LEGEND

SEE ZONE ON PLANT LEGEND

SYMBOL	DESCRIPTION
L	LOW WATER USE
M	MEDIUM WATER USE
H	HIGH WATER USE

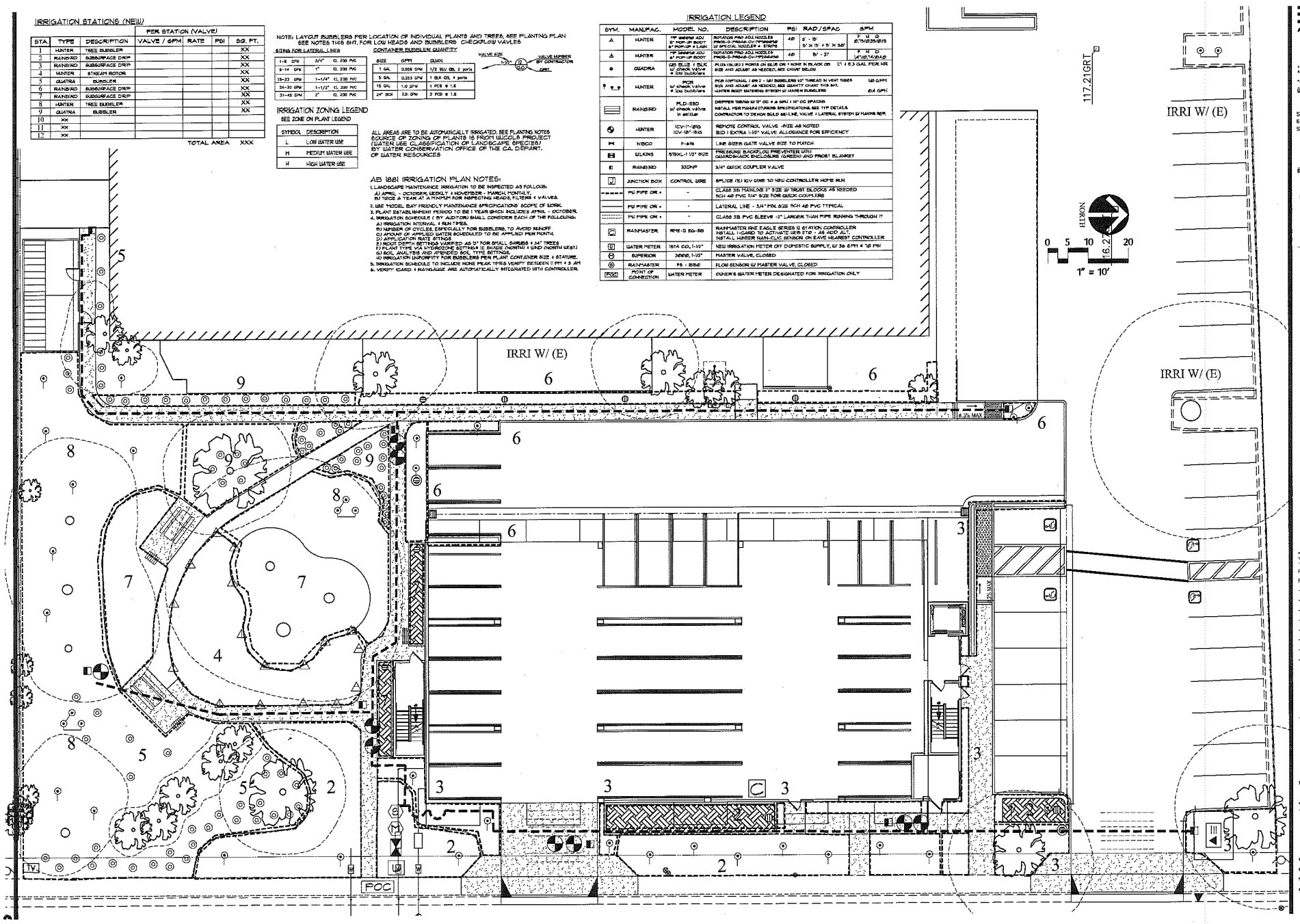
ALL AREAS ARE TO BE AUTOMATICALLY IRRIGATED. SEE PLANTING NOTES SOURCE OF ZONING OF PLANTS IS FROM WUCOLS PROJECT (WATER USE CLASSIFICATION OF LANDSCAPE SPECIES) BY WATER CONSERVATION OFFICE OF THE CA DEPART. OF WATER RESOURCES

AB 1881 IRRIGATION PLAN NOTES:

1. LANDSCAPE MAINTENANCE IRRIGATION TO BE INSPECTED AS FOLLOWS:
   A) APRIL - OCTOBER, WEEKLY & NOVEMBER - MARCH, MONTHLY.
   B) TWICE A YEAR AT A MINIMUM FOR INSPECTING HEADS, FILTERS & VALVES.
2. USE "MODEL BAY FRIENDLY MAINTENANCE SPECIFICATIONS" SCOPE OF WORK.
3. PLANT ESTABLISHMENT PERIOD TO BE 1 YEAR WHICH INCLUDES APRIL - OCTOBER.
4. IRRIGATION SCHEDULE (BY AUDITOR) SHALL CONSIDER EACH OF THE FOLLOWING:
   A) IRRIGATION INTERVAL (RUN TIMES.
   B) NUMBER OF CYCLES, ESPECIALLY FOR BUBBLERS, TO AVOID RUNOFF.
   C) AMOUNT OF APPLIED WATER SCHEDULED TO BE APPLIED PER MONTH.
   D) APPLICATION RATE SETTINGS.
   E) ROOT DEPTH SETTINGS VARIFIED AS 12" FOR SMALL SHRUBS & 24" TREES.
   F) PLANT TYPE VIA HYDROZONE SETTINGS (IE SHADE (NORTH) & SUND (NORTH WEST)
   G) SOIL ANALYSIS AND AMENDED SOIL TYPE SETTINGS.
   H) IRRIGATION UNIFORMITY FOR BUBBLERS PER PLANT CONTAINER SIZE & STATURE.
5. IRRIGATION SCHEDULE TO INCLUDE NONE PEAK TIMES VERIFY BETWEEN 11 PM & 4 AM
6. VERIFY (CARD) & RAINGAUGE ARE AUTOMATICALLY INTEGRATED WITH CONTROLLER.

IRRIGATION LEGEND

SYM.	MANUFAC.	MODEL NO.	DESCRIPTION	PSI	RAD/SPAC	GPM
△	HUNTER	I-P M5000 ADJ 5" POP-UP BODY & POP-UP & LASH	ROTATOR PRO ADJ NOZZLES PRCS-D-PRB-D-CV-TP5PA0050 W/ SPECIAL NOZZLE & STRIPS	40	5' - 15' 5' X 15' / 5' X 30'	F H Q 0.75/0.95/0.95
△	HUNTER	I-P M5000 ADJ 5" POP-UP BODY	ROTATOR PRO ADJ NOZZLES PRCS-D-PRB-D-CV-TP5PA0050	40	15' - 21'	F H Q 1.4/1.90/1.40/2.0
●	QUADRA	QB BLUE & BLK W/ CHECK VALVE & 100 bubblers	PLUG UNUSED PORTS ON BLUE QB & MORE IN BLACK QB SIZE AND ADJUST AS NEEDED, SEE CHART BELOW			1.7 & 0.3 GAL PER HR
	HUNTER	I-CV SERIES W/ CHECK VALVE & 100 bubblers	PCB (OPTIONAL) SWS 2 - 100 BUBBLERS 1/2" THREAD IN VENT TUBES SIZE AND ADJUST AS NEEDED, SEE QUANTY CHART THIS SHT. HUNTER ROOT WATERING SYSTEM W/ HUNTER BUBBLERS			100 GPM / .5A GPH
	RAINBIRD	RLD-EBO W/ check valve in emitter	DRIPPER TUBING W/ 12" OC & 0 GPM / 14" OC SPACING INSTALL PER MANUFACTURERS SPECIFICATIONS, SEE TYP DETAILS CONTRACTOR TO DESIGN BUILD SUB-LINE, VALVE & LATERAL SYSTEM W/ MANFRS REP.			
	HUNTER	ICV-1"-1PSG ICV-1.5"-1.5PS	REMOTE CONTROL VALVE -SIZE AS NOTED SUB 1 EXTRA 1-1/2" VALVE ALLOWANCE FOR EFFICIENCY			
	NIBCO	T-615	LINE SIZED GATE VALVE SIZE TO MATCH			
	WILKINS	975XL-1 1/2" SIZE	PRESSURE BACKFLOW PREVENTER WITH GUARDIANCK ENCLOSURE (GREEN) AND FROST BLANKET			
	RAINBIRD	33DNP	3/4" QUICK COUPLER VALVE			
J	JUNCTION BOX	CONTROL WIRE	SPLICE (S) ICV WIRE TO NEW CONTROLLER HOME RUN			
	PVC PIPE OR =	-	CLASS 315 MAINLINE 2" SIZE W/ THRUST BLOCKS AS NEEDED SCH 40 PVC 1.5" SIZE FOR QUICK COUPLERS			
	PVC PIPE OR =	-	LATERAL LINE - 3/4" MIN. SIZE SCH 40 PVC TYPICAL			
	PVC PIPE OR =	-	CLASS 315 PVC SLEEVE -2" LARGER THAN PIPE RUNNING THROUGH IT			
C	RAINMASTER	RME-12 EG-60	RAINMASTER RME EAGLE SERIES 12 STATION CONTROLLER INSTALL 1-CARD TO ACTIVATE WER (T10 - AS ADD ALT. INSTALL HUNTER RAIN-CLIC SENSOR ON EAVE NEAREST CONTROLLER			
M	WATER METER	1STA CO, 1-1/2"	NEW IRRIGATION METER OFF DOMESTIC SUPPLY, W/ 36 GPM & 20 PSI			
	SUPERIOR	34000, 1-1/2"	MASTER VALVE, CLOSED			
W	RAINMASTER	FS - 1550	FLOW SENSOR W/ MASTER VALVE, CLOSED			
POC	POINT OF CONNECTION	WATER METER	OWNER'S WATER METER DESIGNATED FOR IRRIGATION ONLY			



BDE ARCHITECTURE
SARATOGA CAPITOL, INC.
66 E. SANTA CLARA STREET
SAN JOSE, CA 95113
DELLON DESIGN ASSOCIATES LANDSCAPE ARCHITECTURE

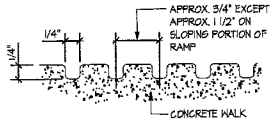
PARK TERRACE ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.12
RESUBMITTAL	10.7.12

IRRIGATION PLAN

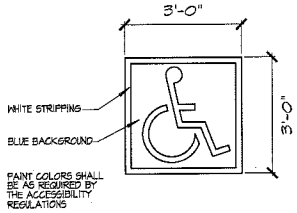
Scale: NTS

LS-5.0



NOTE: "ALL CURB RAMP SHALL HAVE A GROOVED BORDER 12 INCHES WIDE AT THE LEVEL SURFACE OF THE SIDEWALK AT THE TOP AND EACH SIDE. . . ALL CURB RAMPS CONSTRUCTED BETWEEN THE FACE OF THE CURB AND THE STREET SHALL HAVE A GROOVED BORDER AT THE LEVEL SURFACE OF THE SIDEWALK.

A GROOVED BORDER @ RAMP

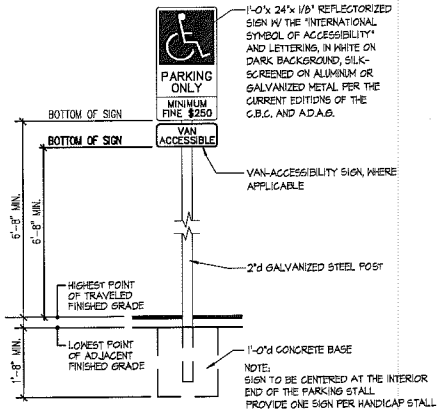


CENTER EMBLEM AT ENTRANCE TO PARKING STALL

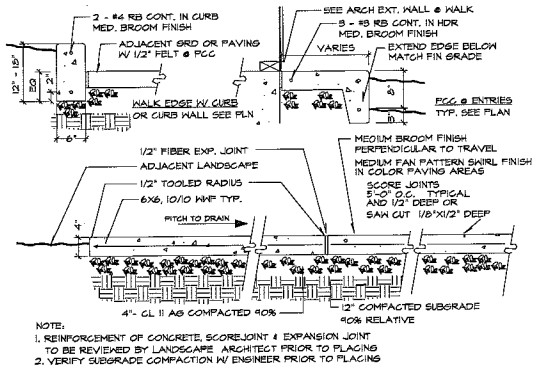
EMBLEM MUST BE LOCATED IN STALL SO THAT IT IS VISIBLE BY A TRAFFIC ENFORCEMENT OFFICER WHEN VEHICLE IS PROPERLY PARKED IN STALL

USE 2 COATS OF "TRAFFIC LINE" PAINT U.O.N.

B PARKING STALL IDENTIFICATION

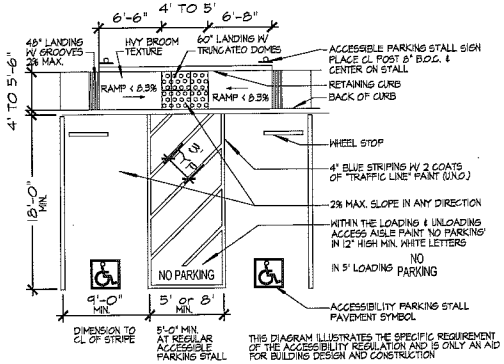


C PARKING STALL SIGNAGE

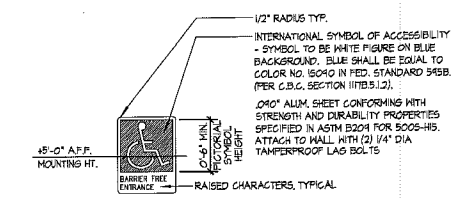


NOTE:
1. REINFORCEMENT OF CONCRETE, SCOREJOINT & EXPANSION JOINT TO BE REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO PLACING
2. VERIFY SUBGRADE COMPACTION W/ ENGINEER PRIOR TO PLACING

D PCC PAVING & CURB WALL

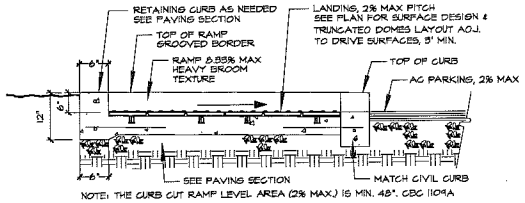


E DOUBLE PARKING STALL



NOTE: PER C.B.C. SECTION 1117B.5.4 MOUNTING LOCATION AND HEIGHT.
". . . SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH OUTSIDE THE DOOR. WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE, INCLUDING AT DOUBLE LEAF DOORS, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL, PREFERABLY ON THE RIGHT. . . MOUNTING SHALL BE DETERMINED SO THAT A PERSON MAY APPROACH WITHIN 3 INCHES (76mm) OF SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF THE DOOR."

F BARRIER FREE SIGNAGE

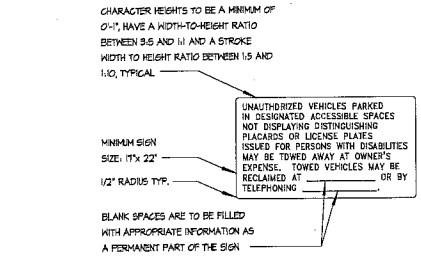


NOTE: THE CURB CUT RAMP LEVEL AREA (2% MAX.) IS MIN. 48". CBC 1109A

PLASTIC DOMES:
WET SET ADA STD REPLACEABLE TACTILE WARNING SURFACE UNIT
6-BOLT LOCATIONS SMC COMPOSITE, DARK GREY, SUBMIT SAMPLE
2.350" IN LINE TRUNCATED DOME PATTERN
ADA SOLUTIONS, INC. WWW.ADATILE.COM
(800)372-0519

ADD ALT. DETECTABLE WARNING SURFACE SHALL BE MASCO 'CAST-IN-TACTS', 2'x8' TYP. PRECAST 'SALEM RED' STONE PAVER PER MANUFACTURERS SPECS.. CONTRACTOR SHALL PROVIDE A PAVER OR APPROVED EQUAL, SAMPLE A MIN. OF 14 DAYS PRIOR TO INSTALLATION. OWNER RESERVES THE RIGHT TO CHANGE PAVER SPECIFICATIONS.

G CURB CUT RAMP W/ TRUNCATED DOMES SECTION



PARKING LOT SIGNAGE

H ACCESSIBLE PARKING SIGNAGE

I

BDE ARCHITECTURE

[illegible]
SANTA CLARA, CA [illegible]
P: (408) 877-[illegible] F: (408) 877-[illegible]
[illegible]

SARATOGA CAPITOL, INC.
66 E. SANTA CLARA STREET
SAN JOSE, CA 95113

DILLON DESIGN ASSOCIATES
LANDSCAPE ARCHITECTURE
[illegible]

PARK TERRACE
ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13
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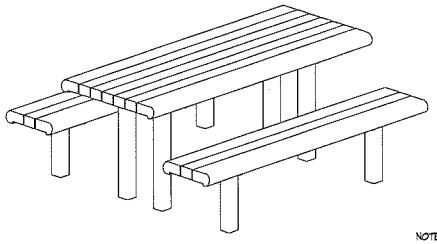
REGISTERED LANDSCAPE ARCHITECT
MICHAEL S. DILLON
1910
REGISTRATION EXPIRES 06/30/14
STATE OF CALIFORNIA

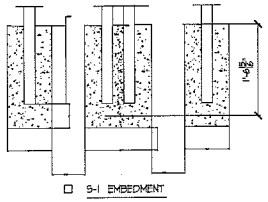
All drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without the written consent of the architect.

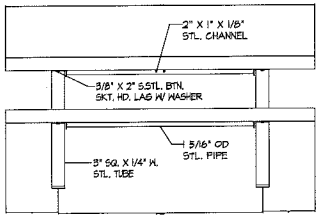
CONSTRUCTION DETAILS

Scale: NTS
Project No. [illegible] Drawn By: MBD
Sheet Size: 24" x 36"

LS-6.0







NOTES:

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

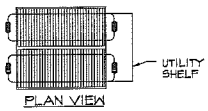
2.) 1/2" X 8 3/4" PLTD. EXPANSION ANCHOR BOLTS PROVIDED. FOR OPTIONS S-2 & S-4.

DUMOR, INC. PICNIC TABLE (8')
MODEL #100-80PL & 100-68PL (ADA NOT SHOWN)
RECYCLED PLASTIC SLATS (CEDAR COLOR)
POSTS/SUPPORTS (BRONZE COLOR)

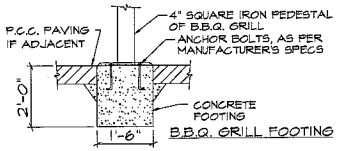
MANUFACTURER'S ADDRESS:
DUMOR, INC.
P.O. BOX 142
MIFFLINTOWN, PA 17059-0142
(800) 548-4018

DISTRIBUTED BY ROSS RECREATION EQUIPMENT
100 BRUSH CREEK ROAD SUITE 101
SANTA ROSA, CA 95404
TELEPHONE (707) 538-3800

A | PICNIC TABLE



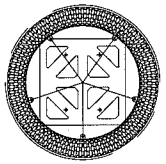
PLAN VIEW

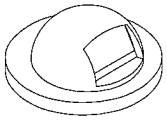


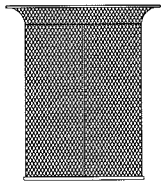
B.B.Q. GRILL FOOTING

GRILL BY IRON MOUNTAIN FORGE,
MODEL 210X, TWO-LEVEL GROUP
GRILL, 28"W X 36" L WITH
8" X 30" STEEL UTILITY SHELF

B | BAR'Q DUAL GRILL PEDESTAL





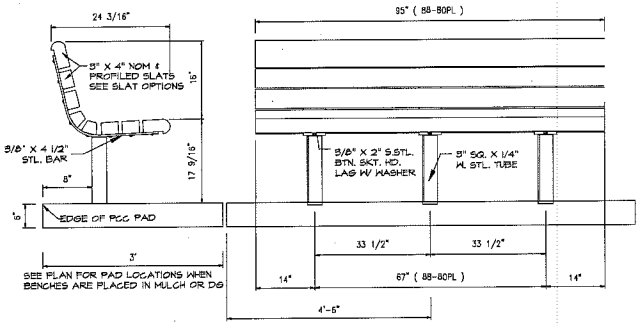


TRASH RECEPTACLE #FR400
W/ DOME TOP LID #DT100
COLOR GREEN - DIAMOND PATTERN
MANUFACTURED BY WABASH VALLEY
505 EAST MAIN STREET
SILVER LAKE, IN 46982
OR APPROVED EQUAL.

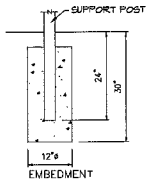
SUPPLIED BY DAVID O'KEEFE CO.
P.O. BOX 457
ALAMO, CA 94507
PHONE (925) 283-4404
FAX (925) 283-4494

INSTALL PER MANUFACTURER'S
INSTRUCTIONS.

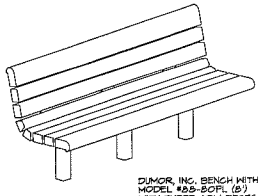
C | TRASH & RECYCLE RECEPTACLE



SEE PLAN FOR PAD LOCATIONS WHEN BENCHES ARE PLACED IN MULCH OR DG



EMBEDMENT



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER COATING.

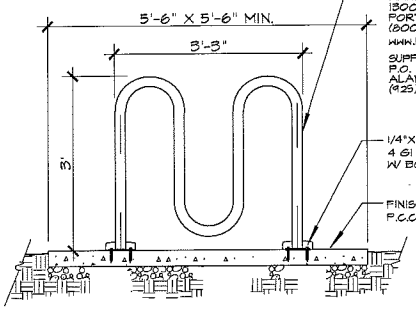
DUMOR, INC. BENCH WITH BACK
MODEL #88-80PL (8')
WITH THREE ARM RESTS
RECYCLED PLASTIC SLATS (CEDAR COLOR)
POSTS/SUPPORTS (BRONZE COLOR)

MANUFACTURED BY DUMOR, INC.
P.O. BOX 142
MIFFLINTOWN, PA 17059-0142
(800) 548-4018

DISTRIBUTED BY ROSS RECREATION EQUIPMENT
100 BRUSH CREEK ROAD SUITE 101
SANTA ROSA, CA 95404
TELEPHONE (707) 538-3800

D | BENCH WITH BACK

E



BIKE RACK CYCLOPS, PEDESTAL MOUNT
MODEL #2170-5-P-C(6005), FOR 5 BIKES
POWDER COATED COLOR EVERGREEN
MANUFACTURED BY COLUMBIA CASCADE
1300 SW SIXTH AVENUE
PORTLAND, OREGON 97201-5293
(800) 547-1940
www.timberform.com

SUPPLIED BY DAVID O'KEEFE CO.
P.O. BOX 457
ALAMO, CA 94507
(925) 283-4404

1/4"X 4" SQ GI PLATE W/
4 GI REDHEADS 1/4"X 3"
W/ BOLT COVER TO MATCH

FINISH SURFACE (E) OR NEW
P.C.C. PAD TO MATCH

F | BIKE RACK

BDE ARCHITECTURE

SARATOGA CAPITOL, INC.
55 E. SANTA CLARA STREET
SAN JOSE, CA 95113

DILLON DESIGN ASSOCIATES
LANDSCAPE ARCHITECTURE

PARK TERRACE
ADDITION
865 Pomeroy
SANTA CLARA, CA

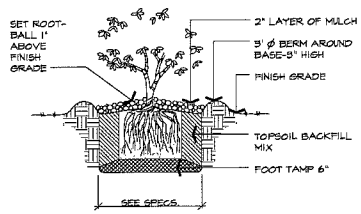
Issue	Date
PLANNING	4.24.12
RESUBMITTAL	10.7.12

CONSTRUCTION DETAILS

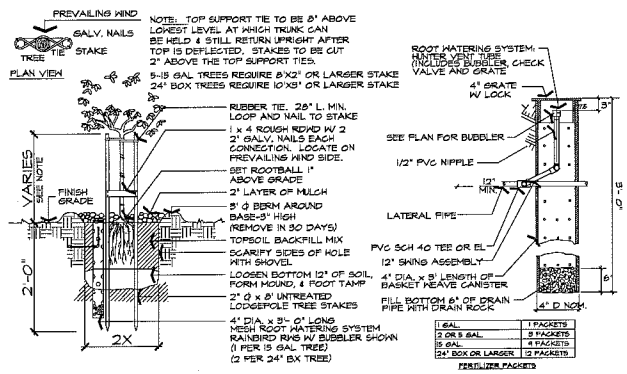
Scale NTS

Project No. Drawn By MBC

LS-7.0



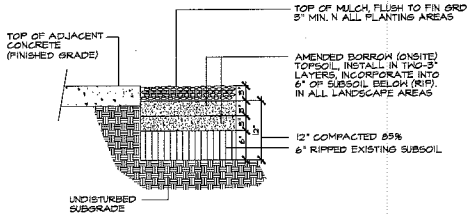
A | SHRUB PLANTING



1 GAL.	1 PACKETS
2 OR 5 GAL.	3 PACKETS
15 GAL.	4 PACKETS
24" BOX OR LARGER	12 PACKETS

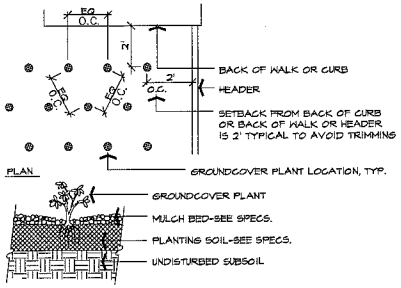
FERTILIZER PACKETS

B | STANDARD TREE PLANTING W/ BUBBLER IRRIGATION



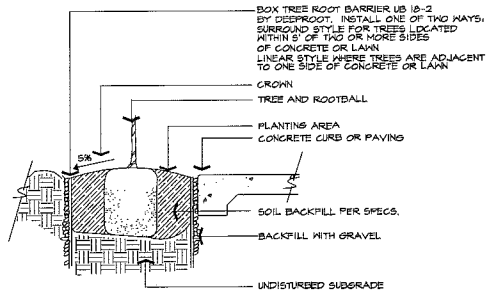
NOTE: AMEND EXIST'G TOPSOIL TO 6" DEPTH BELOW THE 3" MULCH OR 9" BELOW FIN. GRADE TYP. 6 YDS. HUMUS (COMPOST) / 1000 SQ FT., SEE SPECS AMEND W/ ORGANIC FERTILIZER ONLY @ REPORT QUANT. APPLY ORGANIC HERBICIDE / PESTICIDE ONLY

C | SOIL PREP - AB 1881



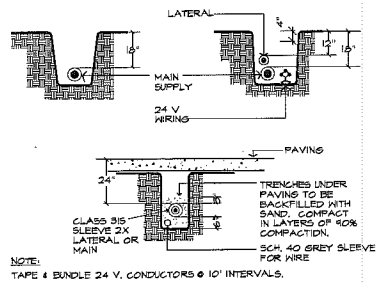
NOTES:
1. GROUNDCOVER SHALL BE PLANTED ON EQUAL ON-CENTER (O.C.) SPACING AS SHOWN ON PLAN. SEE PLANT LIST FOR O.C. SPACING.
2. PLANT GROUNDCOVER UP TO SOIL BERM OF TREES AND SHRUBS AND IN OPENINGS BETWEEN TREES AND SHRUBS GREATER THAN 2 SQ. FEET.

D | GROUND COVER PLANTING



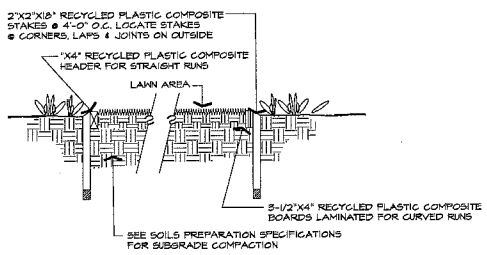
NOTES:
1. INSTALL ROOT BARRIER WHEN TREES ARE WITHIN 5' OF CONCRETE OR LAWN
2. INSTALL PER DEEPROOT'S MANUFACTURER RECOMENDATIONS 1-800-458-7668

E | ROOT BARRIER

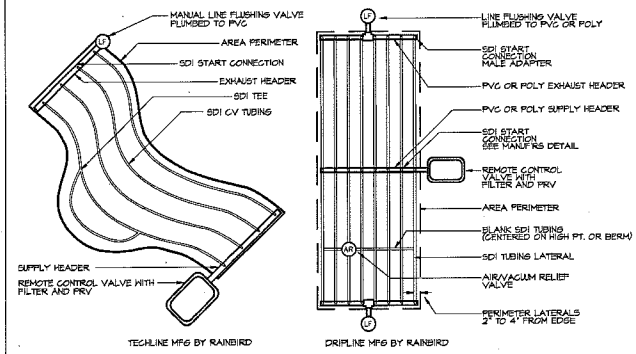


NOTE:
TAPE & BUNDLE 24 V. CONDUCTORS @ 10' INTERVALS.

F | IRRIGATION TRENCHES



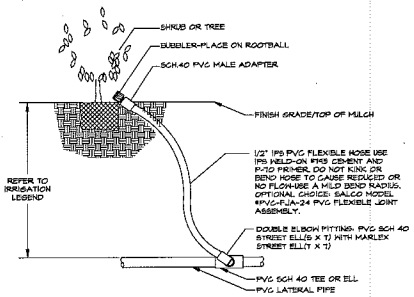
G | HEADER BOARD



TECHLINE MFG BY RAINBIRD

DRIPLINE MFG BY RAINBIRD

H | SUBSUEFACE DRIP IRRIGATION TUBING



I | SHRUB BUBBLER

BDE ARCHITECTURE

4145 Guardian St Suite 100
San Francisco CA 94123-1693
P: (415)277-0900 F: (415)267-7033
www.

SARATOGA CAPITOL, INC.
66 E. SANTA CLARA STREET
SAN JOSE, CA 95113

DILLON DESIGN ASSOCIATES LANDSCAPE ARCHITECTURE
28 CISCO AVENUE SANTA CRUZ, CA 95060
(831) 423-2441
LICENSE EXPIRES
SITE PLANNING
JOHN DILLON

PARK TERRACE ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

REGISTERED LANDSCAPE ARCHITECT
MICHAEL R. DILLON
1810
EXPIRES 12/31/14
STATE OF CALIFORNIA

All drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without written consent of the architect.

IRRIGATION PLANTING DETAILS

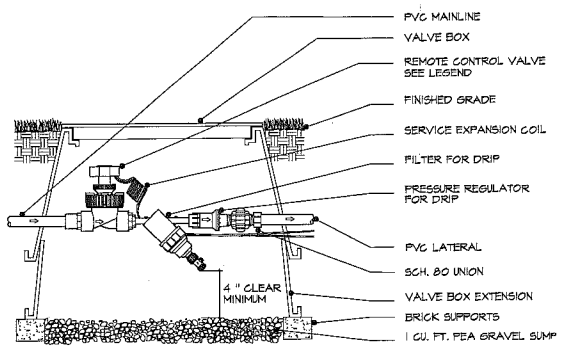
Sheet Title

Scale NTS

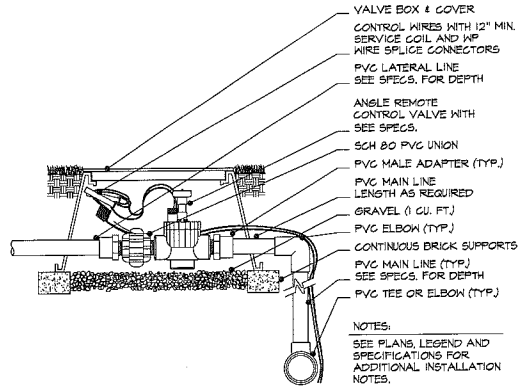
Project No. Drawn By MBD

Sheet Size 24 x 36

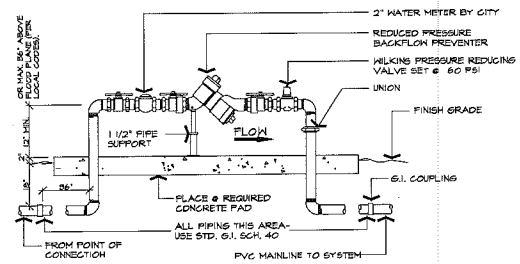
LS-8.0



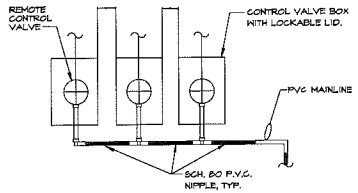
A | DRIP LINE - REMOTE CONTROL VALVE



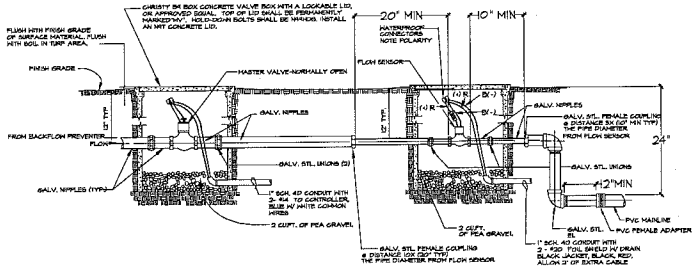
B | REMOTE CONTROL VALVE



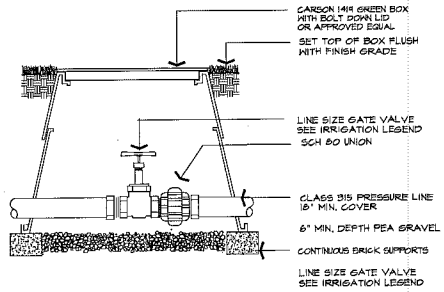
C | BACKFLOW PREVENTER W/ METER



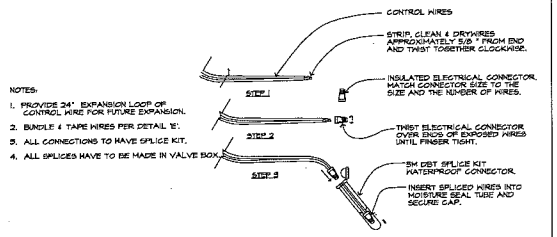
D | WIRE SPLICING



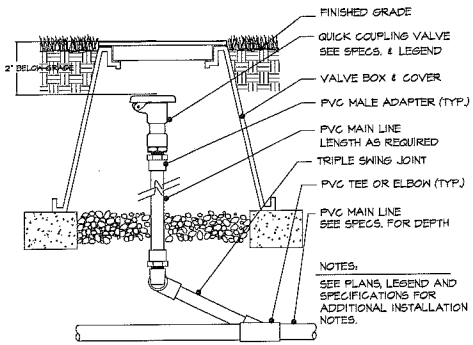
E | MASTER / SENSOR VALVES



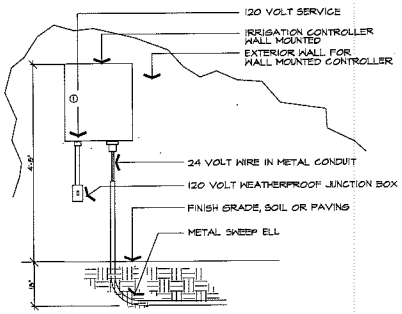
F | GATE VALVE IN BOX



G | R. C. VALVE LAYOUT & WIRE SLICING



H | QUICK COUPLER



I | WALL MOUNT CONTROLLER

BDE ARCHITECTURE
SARATOGA CAPITOL, INC.
66 E. SANTA CLARA STREET
SAN JOSE, CA 95113
DILLON DESIGN ASSOCIATES LANDSCAPE ARCHITECTURE

PARK TERRACE ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

IRRIGATION PLANTING DETAILS

Scale: NTS
Drawn By: MBB

LS-9.0

02/25/14

8A

City of Santa Clara

City Council

February 25, 2014

Item 8.A: 865 Pomeroy Avenue

City of Santa Clara

1

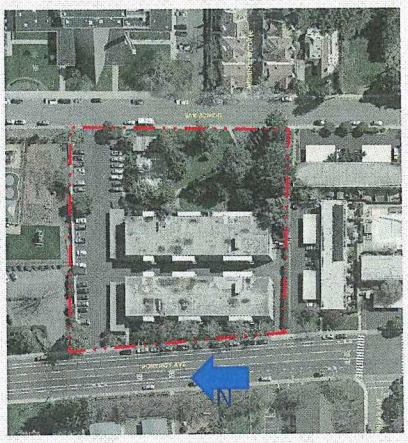
865 Pomeroy Avenue

- General Plan Permits 19-36 units per acre
- Rezone from R3-25D (multifamily) to PD (Planned Development)
- 51 existing apartments in two buildings
- 20 one-bedroom units in new building
- 125 parking provides 1:1.76 ratio
- Categorically Exempt as Infill (CEQA Sec. 15332)
- Planning Commission: January 15, 2014

City of Santa Clara

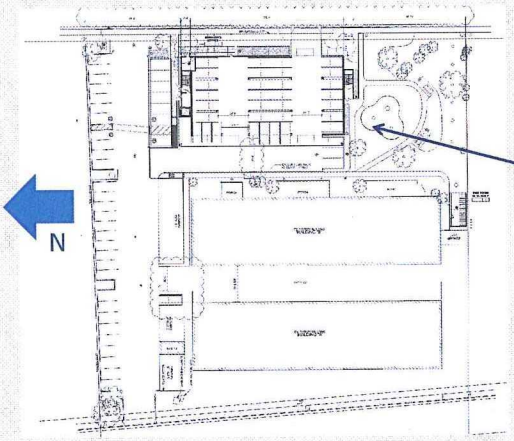
POST MEETING MATERIAL

865 Pomeroy Avenue



City of Santa Clara

865 Pomeroy Avenue



Quince Avenue frontage

New 3-story building replaces pool/landscape

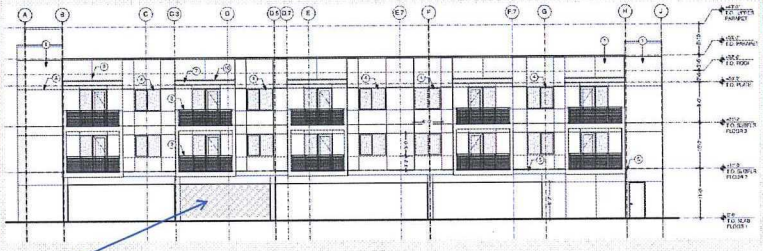
Parking provided below

Pomeroy Avenue frontage

City of Santa Clara

865 Pomeroy Avenue

- Rear elevation at Quince Avenue



- Garage Entry/Exit

City of Santa Clara

865 Pomeroy Avenue

City Council February 25, 2014

Staff Recommendation:

That the Council:

1) Make the determination that the project is exempt from CEQA; and
2) Adopt a resolution to rezone the property from R3-25D to PD, subject to conditions, as recommended by the Planning Commission

City of Santa Clara

RESOLUTION NO. 14-8114

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, TO APPROVE A REZONING OF THE PROPERTY LOCATED AT 865 POMEROY AVENUE, SANTA CLARA, FROM R3-25D (MODERATE-DENSITY MULTI-FAMILY RESIDENTIAL) TO PD (PLANNED DEVELOPMENT)

PLN2013-09864 (Application to Rezone to Planned Development (PD))

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

WHEREAS, Dennis Chargin ("Applicant") filed an application to rezone property totaling 2.09 acres, located at 865 Pomeroy Avenue (APN 290-23-052) in the City of Santa Clara ("Project Site");

WHEREAS, the Project Site is currently zoned as Moderate-Density Multi-Family Residential (R3-25D);

WHEREAS, the General Plan land use designation is Medium Density Residential;

WHEREAS, a rezoning of the site to Planned Development (PD) would provide an opportunity to establish consistency between the underlying General Plan land use designation and Zoning of the subject property;

WHEREAS, the notice of meeting date for this item was posted within 300 feet of the Project Site and was mailed to property owners within a 300 foot radius of the Project Site;

WHEREAS, the City Council held a duly noticed public hearing to consider the rezoning application; and,

WHEREAS, SCCC Section 18.112.040 provides for the review and recommendation of the City's Planning Commission of all rezoning requests before action is to be taken by the City Council.

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 Planning Commission hereby recommended that the City Council rezone the Project Site, shown on Exhibit "Development Plans" and conditioned in Exhibit "Conditions of Approval", attached hereto and incorporated by this reference.

3. That the City Council hereby finds that the proposed Project is categorically exempt from formal environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15332 (Class 32 – Infill Development), in that (a) the Project is consistent with the Medium Density Residential General Plan land use designation and would comply with the Planned Development zoning designation upon rezoning; (b) the Project occurs within the City limits on a 2.09 acre project site substantially surrounded by urban uses; (c) the Project Site has no value as habitat for endangered, rare or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the Project Site can adequately be served by all required utilities and public services.

4. That pursuant to SCCC Section 18.112.010, the City Council determines that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable, in that the existing zoning precludes residential development allowed for by the General Plan.

B. The proposed zone change will conserve property values; protect or improve the existing character and stability of the area in question; and will promote the orderly and beneficial development of such area, in that the proposed rezoning would allow future improvements consistent with the General Plan Medium Density Residential Designation.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City, in that the proposed rezoning would establish the residential use of the site which would help achieve the City's housing goals of providing a variety of housing types and sizes.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts, in that the proposed rezoning enables development to occur at the desired density range outlined in the General Plan.

5. That based on the findings set forth in the Resolution and the evidence in the City Staff report, the City Council hereby rezones the Project Site as set forth herein.

6. 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.

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7. 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 COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 25TH DAY OF FEBRUARY, 2014, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	Vice-Mayor Marsalli
ABSTAINED:	COUNCILORS:	None

ATTEST:

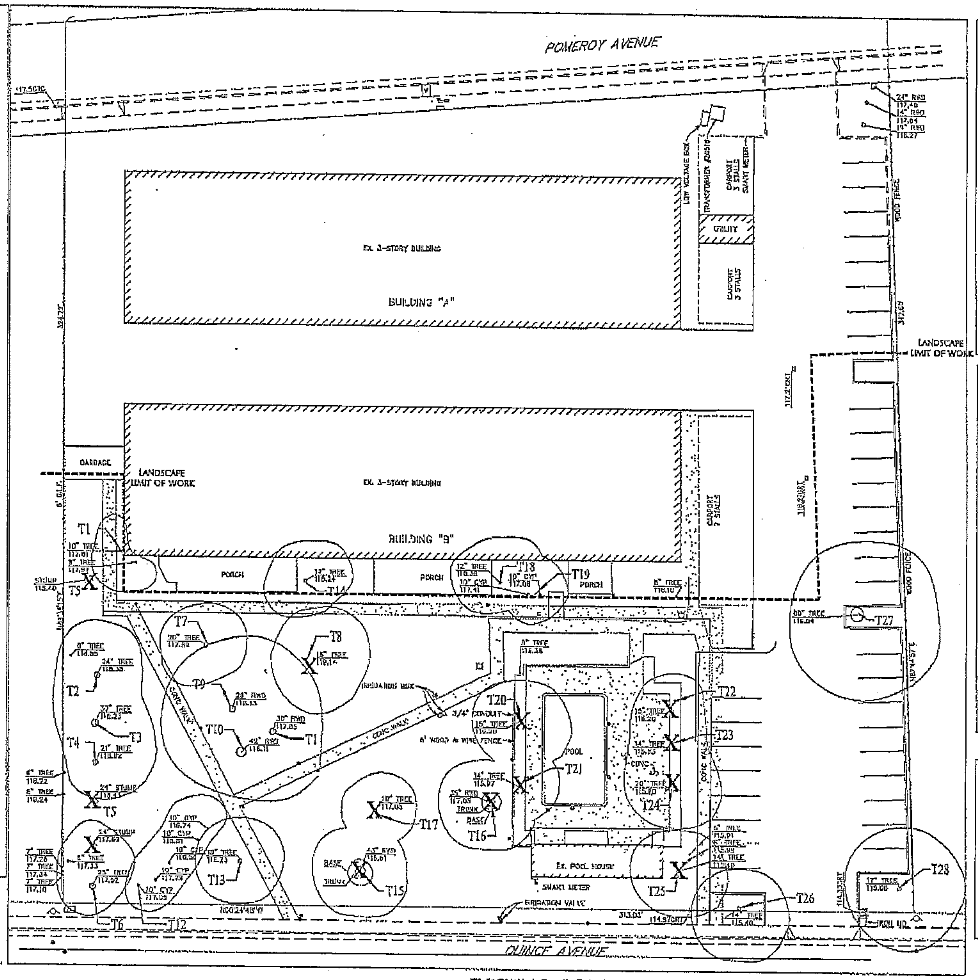
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Development Plans (Exhibit "Plans")
2. Conditions of Approval (Exhibit "Conditions of Approval")

TREES: PROTECTED OR REMOVED

(tree trunk and canopy taken from survey, verify species)

NM	BOTANICAL NAME / COMMON NAME	TRUNK DIA. @ DBH	SCOPE OF TREE CARE	TREE REPLACE (size/quantity)
T-1	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	10" dia		
T-2	PINUS RADIATA MONTEREY PINE	24" dia		
T-3	PINUS RADIATA MONTEREY PINE	30" dia		
T-4	PINUS RADIATA MONTEREY PINE	21" dia		
T-5	STUMPS & ROOTS (OLD)	3-24" dia	TO BE REMOVED FOR NEW CONSTRUCTION	none
T-6	PINUS RADIATA MONTEREY PINE	25" dia		
T-7	CERATONIA SILIQUA CAROB TREE	20" dia		
T-8	PINUS RADIATA MONTEREY PINE	15" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-24" BOX
T-9	SEQUOIA SEMPERVIRENS REDWOOD TREE	26" dia		
T-10	SEQUOIA SEMPERVIRENS REDWOOD TREE	42" dia		
T-11	SEQUOIA SEMPERVIRENS REDWOOD TREE	30" dia		
T-12(6)	CUPRESSUS SEMPERVIRENS ITALIAN CYPRESS	6-10" dia		
T-13	PYRUS 'HILTI' FRUITLESS PEAR TREE	10" dia		
T-14	LIQUIDAMBER STYRACIFLUA AMERICAN SWEETGUM	12" dia		
T-15	SEQUOIA SEMPERVIRENS REDWOOD TREE	45" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-36" BOX
T-16	SEQUOIA SEMPERVIRENS REDWOOD TREE	55" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-36" BOX
T-17	ABIES CONCOLOR WHITE FIR TREE	10" dia	TO BE REMOVED FOR NEW CONSTRUCTION	
T-18	LIQUIDAMBER STYRACIFLUA AMERICAN SWEETGUM	12" dia		
T-19(2)	CUPRESSUS SEMPERVIRENS ITALIAN CYPRESS	2-10" dia		
T-20	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	15" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-21	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	14" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-22	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	15" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-23	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	14" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-24	JUNIPERUS CHIN. 'TORULOSA' HOLLYWOOD JUNIPER	20" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-24" BOX
T-25	CINNAMOMUM CAMPHORA CAMPHOR TREE	14" dia	TO BE REMOVED FOR NEW CONSTRUCTION	1-15 GAL
T-26	PRUNUS BLIREIANA PURPLE PLUM	14" dia		
T-27	SCHINUS MOLLE CALIFORNIA PEPPER	60" dia		
T-28	MORUS ALBA MULBERRY TREE	17" dia		



EXISTING CONDITIONS W/ TREE CARE / PROTECTION

1" = 20'

NORTH

TREE REMOVAL NOTES

1. FINAL TREE AND ROOT AREA IDENTIFICATION TO BE APPROVED BY OWNER. OVERLAPPING ROOT ZONES OF RETAINED TREES TO BE PROTECTED AT THIS TIME.
2. REMOVAL OF ALL STUMPS, ROOTS, TRUNKS, BRANCHES AND LEAVES FROM SITE.
3. REMOVAL OF ALL STUMPS, BUTTRESS ROOTS AND DEBRIS TO BE TO A 24" DEPTH.
4. REMOVAL OF ALL ROOT MATS & DEBRIS TO BE TO A 12" DEPTH CUT TO DRIPLINE.
5. EXCAVATED MATERIAL TO BE REPLACED WITH AMENDED TOPSOIL AND COMPACTED TOPSOIL PER THE SOIL PREP SPECIFICATIONS.

TREE PROTECTION NOTES

1. PRIOR TO CONSTRUCTION, ALL EXISTING TREES TO REMAIN WILL BE PRUNED BY OWNER TO CORRECT IMPROPER GROWTH, INSPECTED FOR INSECT OR BACTERIA DAMAGE, AND HAVE ALL DEAD WOOD REMOVED, AS DETERMINED BY A LICENSED ARBORIST.
2. GRADING UNDER TREE CANOPY IS TO BE LIMITED TO 6" CUT OR FILL FROM THE ORIGINAL GRADE. ANY TRENCHING OR DIGGING UNDER THE DRIP LINE OF TREE SHALL BE DONE BY HAND IN ORDER TO PREVENT THE FRACTURING OF ROOTS.
3. CUTTING OR FILLING SHALL NOT OCCUR WITHIN 10' OF TRUNK, AND BE A MAXIMUM OF 6" DEEP BEYOND THAT POINT. (UNLESS SPECIAL PROVISIONS ARE SPECIFIED)
4. THE CONTRACTOR SHALL, ON AN ONGOING BASIS, VISUALLY INSPECT ALL TREES. IF AT ANY TIME THE TREES APPEAR TO BE UNDER STRESS, IT SHALL BE REPORTED TO THE CONSTRUCTION MANAGER IMMEDIATELY FOR ACTION.
5. REPARATION/COMPENSATION FOR DAMAGED TREES: ANY DAMAGE TO EXISTING TREE CROWNS OR ROOT SYSTEMS SHALL BE REPAIRED IMMEDIATELY BY AN CERTIFIED TREE SURGEON. ROOTS EXPOSED OR DAMAGED DURING GRADING OPERATIONS SHALL IMMEDIATELY BE CUT OFF CLEANLY INSIDE THE EXPOSED OR DAMAGED AREA, AND SHALL HAVE TOPSOIL SPREAD OVER THE EXPOSED AREA. IF TREES TO BE SAVED ARE SEVERELY INJURED THE CONTRACTOR SHALL PAY (AS PER INDUSTRY STANDARDS) FOR EACH TREE 3 TO 6 INCHES IN CALIPER THE SUM OF FIVE HUNDRED DOLLARS, AND EACH TREE 6 INCHES AND OVER IN CALIPER THE SUM OF SEVEN HUNDRED TO SIX THOUSAND DOLLARS, AS FIXED AND AGREED TO LIQUIDATED DAMAGES.

EXISTING CONDITIONS & DEMOLITION NOTES

1. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO DETERMINE THE EXACT EXTENT OF ALL SITE DEMOLITION ITEMS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UNDERGROUND CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONSTRUCTION DETAILS, SPECIFICATIONS, SUBSEQUENT ADDENDA AND SPECIAL PROVISIONS AS APPROVED BY THE OWNER.
4. THE CONTRACTOR SHALL PERFORM ALL CLEARING, DEMOLITION, REMOVAL OF OBSTRUCTIONS AND SITE PREPARATIONS NECESSARY FOR THE PROPER EXECUTION OF ALL WORK SHOWN ON THESE PLANS AND AS DESCRIBED IN THE SPECIFICATIONS.
5. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION ON THIS PROJECT (U.S.A. AT 800-227-2600). THE CONTRACTOR SHALL REMOVE ALL USA MARKINGS, AS SOON AS THEY ARE NO LONGER NEEDED, BY USING A HIGH PRESSURE WATER METHOD ONLY. CHALK PAINT SHOULD BE USED WHENEVER POSSIBLE. THE CONTRACTOR SHOULD NOTE OVERHEAD LINES AND POWER POLES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE UNDER THIS CONTRACT FOR REPAIRING AND REPLACING AT HIS/HER OWN EXPENSE, ANY STRUCTURES, FENCES, WALLS, OR PLANT LIFE DAMAGED OR DESTROYED BY HIS/HER OPERATION. LIKEWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES OCCURRING BY HIS/HER OPERATION, ON ADJACENT PROPERTIES AND ANYWHERE OUTSIDE THE CONTRACT LIMIT LINES. THE DAMAGED ITEMS WILL BE RESTORED TO THEIR ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER.
7. THE CONTRACTOR SHALL KEEP ALL PLANTING, PAVING & CURB AREAS FREE FROM WEEDS, DEBRIS AND TRASH DURING THE ENTIRE DURATION OF THE CONTRACT. WEED CONTROL ORGANIC HERBICIDES SHALL BE APPLIED IF THE ENGINEER DEEMS IT NECESSARY. TYPE OF HERBICIDE TO BE USED AND METHOD OF APPLICATION SHALL BE APPROVED BY THE ENGINEER.
8. ALL ITEMS INDICATED TO BE REMOVED SHALL BE DISPOSED OF FROM THE PROJECT SITE, EXCEPT ITEMS INDICATED TO BE SALVAGED.
9. THE CONTRACTOR SHALL BE IN FULL COMPLIANCE WITH THE FEDERAL WATER POLLUTION CONTROL ACT & ALL PROVISIONS OF THE GENERAL PERMIT FOR STORM WATER DISCHARGE AS REGARDS DISCHARGE OF POLLUTANTS TO STORM WATER ASSOCIATED W/ CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CIVIL'S STORM WATER POLLUTION PREVENTION PLAN, IMPLEMENT ALL STORM WATER CONTROL STRUCTURES AND MEASURES NECESSARY TO REDUCE POLLUTANTS IN STORM WATER DISCHARGE FROM THE PROJECT SITE DURING CONTRUCTION.

PLAN KEY

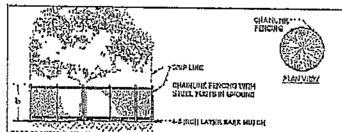
- TREE CANOPY DRIPLINE
- X REMOVE EXISTING TREES
- CONSTUCTION SECURITY FENCING (TBD) PLACED @ BACK OF SIDEWALK TYPICAL USED AS TREE PROTECTION W/ ACCESS GATES
- PLACE 72" MIN CHAIN LINK FENCING SECURED FOR HAND WORK ONLY @ RWD TREE & OTHER DRIPLINES AS SHOWN

EXISTING TREE NOTES

THERE WILL BE NO GRADE CHANGES OTHER THAN THOSE ASSOCIATED WITH SOIL AMENDMENT AND MULCHING UNDER TREE CANOPIES. THE PAVING & WALKWAY IMPROVEMENTS NEAR TWO SWEETGUM TREES WILL REQUIRE GRADING.

THE SCREENED SCAFFOLDING WILL BECOME A CONTAINMENT OF THE WORK DONE TO REPLACE WINDOWS & SIDING ON THE (E) BUILDING. THESE IMPROVEMENT REQUIRE CONTROLLED ACCESS WHICH WILL REQUIRE SOME ACCESS TO EXTENSIVE TREE CANOPIES.

THIS PLAN WAS PREPARED AFTER A FIELD REVIEW WITH OWNER'S REPRESENTATIVE. DEMOLITION, GRADING AND TREE PROTECTION SHALL FOLLOW THESE RECOMMENDATIONS FOR ALL WORK AROUND EXISTING TREES. THE CARE OF THE TREES SHOWN ON THIS PLAN IS DETERMINED NECESSARY TO ENHANCE THE GROWTH OF THE (E) & PROPOSED PLANTING.



TREE PROTECTION NOTES

1. CURRENT STANDARD DETAIL AT CITY ENGINEERING DIVISION SHALL PREVAIL.
2. TREE PROTECTION MEASURES MUST BE IN PLACE BEFORE CONSTRUCTION, DEMOLITION AND/OR GRADING ACTIVITIES COMMENCE. CITY OF FREMONT WILL STOP CONSTRUCTION IF TREE PROTECTION MEASURES ARE NOT IN PLACE AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. TREES CALLED OUT FOR PRESERVATION SHALL BE FENCED AT THE DRIPLINE. FENCING MAY OCCUR AT THE COMBINED DRIPLINES OF GROVES OF TREES. PLACE 4-6 INCH BARK MULCH BENEATH DRIPLINES OF TREES TO BE PRESERVED. KEEP BARK 2-3 FEET FROM TREE TRUNK.
4. FENCING SHALL BE 6 FEET TALL CHAIN LINK FENCING WITH STEEL POSTS EMBEDDED IN THE GROUND.
5. NO GRADING SHALL OCCUR WITHIN THE DRIPLINES/FENCED AREA OF EXISTING TREES.
6. NO CONSTRUCTION MATERIALS OR CONSTRUCTION VEHICLES MAY BE STORED WITHIN THE DRIPLINES/FENCED AREA OF EXISTING TREES.
7. CONSTRUCTION VEHICLES OR MACHINERY MAY NOT PASS BETWEEN TWO OR MORE EXISTING TREES IDENTIFIED FOR PRESERVATION IF THEIR CANOPIES ARE WITHIN 10 FEET OF TOUCHING. ADDITIONAL FENCING MAY BE REQUIRED BY THE CITY AS NEEDED.
8. THE CONTRACTOR IS REQUIRED TO HAVE AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) APPROVED BY THE CITY, ON SITE IF SITE CONSTRUCTION EFFORTS REQUIRE REMOVAL OF EXISTING ROOTS OR BRANCH PRUNING. ROOTS APPROVED FOR CUTTING MUST BE CUT CLEANLY WITH A SAW. RIPPING OR SHREDDING ROOTS SUBJECT TO FINE/PENALTY.
9. UNAUTHORIZED TREE REMOVAL IS SUBJECT TO REPLACEMENT EQUAL TO THE APPRAISED VALUE OF THE TREE LOST PER FMC 4-6108.
10. THE CONTRACTOR IS REQUIRED TO WATER, FERTILIZE AND ATTEND TO OTHER MAINTENANCE NEEDS OF EXISTING TREES TO MAINTAIN HEALTHY GROWTH THROUGHOUT THE CONSTRUCTION PERIOD. AN EARTH BERM MEASURING MINIMUM 6 FEET IN DIAMETER, AND 6 INCHES IN HEIGHT SHALL BE CONSTRUCTED AT THE BASE OF EACH TREE TO FUNCTION AS A TEMPORARY WATERING BASIN DURING THE CONSTRUCTION PERIOD. TREES SHALL BE WATERED ACCORDING TO WEATHER AND TREE SPECIES REQUIREMENTS.

SCOPE OF LANDSCAPE DEMOLITION

VERIFY W/ SCOPE OF ALL CIVIL & ARCH IMPROVEMENT
REMOVE CONCRETE STOOPS, STEPS & WALKS FOR NEW WALKS, RAMPS ETC.
REMOVE PCC & REGRADE FOR NEW LANDSCAPE
REMOVE OLD WOOD HEADERS & RETAINERS AS NEEDED (REPLACE)
REMOVE PLANTING W/ IRRIGATION TO NEW EDGES AS NEEDED
REMOVE APPROVED TREES & ROOTS TO DRIP LINE 18" DEEP
REMOVE APPROVED TREE ROOTS AS NEEDED FOR NEW LANDSCAPE

SHEET MULCHING NOTES

DEMOLITION OF EXISTING IVY, SHRUBS & LAWN SHALL BE DONE BY USING A SHEET MULCHING TECHNIQUE.
1. KNOCK DOWN OR MOW EXISTING VEGETATION SO THAT IT LAYS FLAT. REMOVE ONLY WOODY OR BULKY PLANT MATERIAL (IVY AND OTHER SHRUBS).
2. SEE PLANTS DETAIL SHEET FOR INSTRUCTIONS ON PLACEMENT OF CARDBOARD OVER DEMOLITION AREAS AND FOR INSTALLATION OF IRRIGATION AND PLANT MATERIAL.
REFER TO BAY-FRIENDLY LANDSCAPE GUIDELINES FOR ADDITIONAL INFORMATION ON SHEET MULCHING.
WWW.STOPWASTE.ORG
WWW.BAYFRIENDLYCOALITION.ORG

3DE ARCHITECTURE

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LANDSCAPE ARCHITECTURE

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ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

(E) TREE PROTECTION &
(E) CONDITIONS

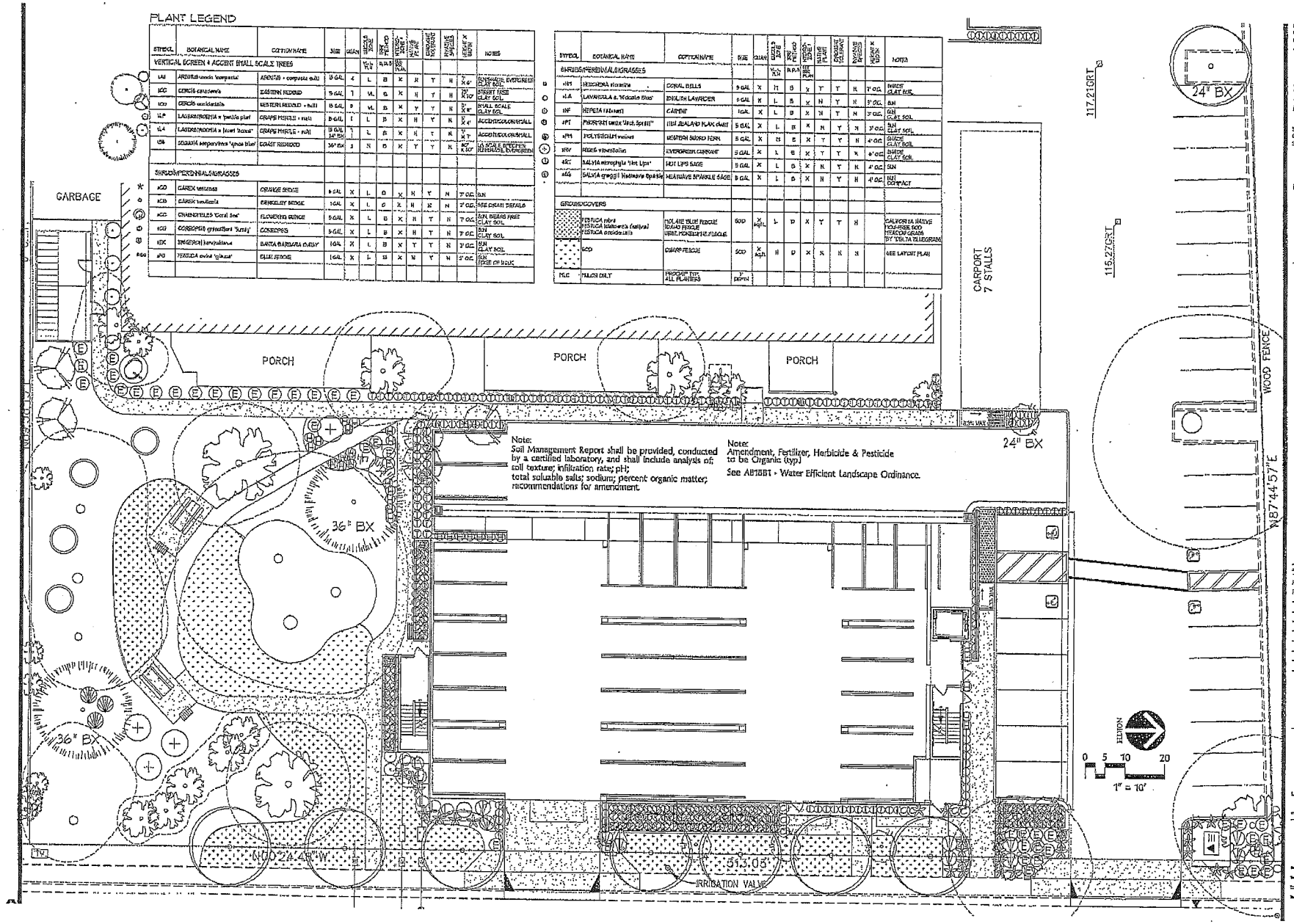
NTS

LS-3.0

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN	WUCOLS ZONE	WUCOLS WATER NEED	WUCOLS WATER NEED	NATIVE	DROUGHT TOLERANT	INVASIVE SPECIES	HEIGHT X WIDTH	NOTES
VERTICAL SCREEN + ACCENT SMALL SCALE TREES												
LAU	ARBUTUS unedo 'compacta'	ARBUTUS + compacta dwf	15 GAL	4	L	B	X	N	Y	N	X 6'	SUNSHADE, EVERGREEN CLAY SOIL
CCC	CERCIS canadensis	EASTERN REDBUD	15 GAL	1	VL	B	X	N	Y	N	20' X 20'	STREET TREE CLAY SOIL
CCO	CERCIS occidentalis	WESTERN REDBUD + multi	15 GAL	3	VL	B	X	Y	Y	N	15' X 15'	SMALL SCALE CLAY SOIL
LLP	LAGERSTROEMIA x 'petite plum'	CRAPE MYRTLE + multi	15 GAL	1	L	B	X	N	Y	N	20' X 6'	ACCENT/COLOR/SMALL
LLA	LAGERSTROEMIA x 'Acoma'	CRAPE MYRTLE + multi	15 GAL 24" BX	1	L	B	X	N	Y	N	20' X 8'	ACCENT/COLOR/SMALL
USA	SQUAMIA serpentina 'Lynda Blue'	COAST REDWOOD	36" BX	3	N	B	X	Y	Y	N	60' X 30'	LA SCALE SCREEN, EVERGREEN, EVERGREEN
SHRUBS/PERENNIALS/GRASSES												
XCO	CAREX tumulicola	ORANGE SEDGE	5 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN
XCB	CAREX tumulicola	BERKELEY SEDGE	1 GAL	X	L	B	X	N	N	N	2' O.C.	SEE GRAPH DETAILS
XCC	CHONDROLEPIS 'Coral Sea'	FLOWERING RUSHES	5 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN, BEARS FREEZE CLAY SOIL
XCG	CORDYLINE cytonifolia 'Purple'	CONSERPES	5 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN CLAY SOIL
XDK	DIANCERIA kerguelensis	SANTA BARBARA DAISY	1 GAL	X	L	B	X	Y	Y	N	3' O.C.	SUN CLAY SOIL
XFO	FESTUCA ovina 'glauca'	BLUE FESCUE	1 GAL	X	L	B	X	N	Y	N	2' O.C.	SUN FEWER OF 1 GALL

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN	WUCOLS ZONE	WUCOLS WATER NEED	WUCOLS WATER NEED	NATIVE	DROUGHT TOLERANT	INVASIVE SPECIES	HEIGHT X WIDTH	NOTES
SHRUBS/PERENNIALS/GRASSES												
HBH	HEMEROCALLIS hybrida	CORAL BELLS	5 GAL	X	H	B	X	Y	Y	N	1' O.C.	SHADE CLAY SOIL
HLA	LAVANDULA a. 'Hidcote Blue'	ENGLISH LAVENDER	5 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN
HNF	NEPETA faassenii	CATMINT	1 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN CLAY SOIL
HPT	PHORMIUM tenax 'Red Sprite'	RED ZEALAND FLAX dwarf	5 GAL	X	L	B	X	N	Y	N	3' O.C.	SUN CLAY SOIL
HPM	POLYSTICHUM munitum	WESTERN SWORD FERN	5 GAL	X	M	B	X	Y	Y	N	4' O.C.	SHADE CLAY SOIL
HRV	RIBES viburnifolium	EVERGREEN CURRANT	5 GAL	X	L	B	X	Y	Y	N	4' O.C.	SHADE CLAY SOIL
HSC	SALVIA microphylla 'Hot Lips'	HOT LIPS SAGE	5 GAL	X	L	B	X	N	Y	N	4' O.C.	SUN
HSG	SALVIA greggii 'Radiance Sparkle'	HEATWAVE SPARKLE SAGE	5 GAL	X	L	B	X	N	Y	N	4' O.C.	SUN COMPACT
GROUNDCOVERS												
	FESTUCA rubra FESTUCA californica (native) FESTUCA occidentalis	NATIVE BLUE FESCUE NATIVE FESCUE WESTERN FESCUE	SOD	X sq.ft.	L	D	X	Y	Y	N		CALIFORNIA NATIVE TOW-FREE SOD TEACOR GRASS BY DELTA ELLEGRASS
	SOD	COMMON FESCUE	SOD	X sq.ft.	H	D	X	N	N	N		SEE LAYOUT PLAN
MLC	MULCH DULT	PROVIDE TYP. ALL PLANTERS	3" DEPTH									



BDE ARCHITECTURE

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ADDITION
655 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

PLANTING PLAN

LS-4.0

IRRIGATION STATIONS (NEW)

STA.	TYPE	DESCRIPTION	PER STATION (VALVE) VALVE / GPM	RATE	PSI	SQ. FT.
2	HUNTER	TREE BUBBLER				XX
3	RAINBIRD	BUBBLER/DRIP				XX
4	RAINBIRD	BUBBLER/DRIP				XX
5	HUNTER	STEAM/POTTER				XX
6	GRAPHIC	BUBBLER				XX
7	RAINBIRD	BUBBLER/DRIP				XX
8	RAINBIRD	BUBBLER/DRIP				XX
9	HUNTER	TREE BUBBLER				XX
10	XX					
11	XX					
12	XX					

TOTAL AREA XXX

NOTE: LAYOUT BUBBLERS PER LOCATION OF INDIVIDUAL PLANTS AND TREES. SEE PLANTING PLAN SEE NOTES THIS SHT. FOR LOW HEADS AND BUBBLERS CHECKFLOW VALVES

FLOW PER LATERAL LINE

1-9 GPM	3/4"	8, 250 PSI
9-16 GPM	1"	8, 250 PSI
13-22 GPM	1-1/4"	8, 250 PSI
24-35 GPM	1-1/2"	8, 250 PSI
40-60 GPM	2"	8, 250 PSI

CONTAINER BUBBLER QUANTITY

SIZE	GPM	QUAN
1 GAL	0.5-1.0 GPM	1/2 PER GAL, 2 MAX
5 GAL	2.5-3.0 GPM	1 PER 10, 6 MAX
15 GAL	1.0 GPM	1 PER 5 LB
24" BOX	2.0 GPM	2 PER 5 LB

VALVE KEY

VALVE NUMBER
GPM

VALVE NUMBER
AT CONTRACTOR
DISC.

IRRIGATION ZONING LEGEND
SEE NOTE ON PLANT LEGEND

SYMBOL	DESCRIPTION
L	LOW WATER USE
M	MEDIUM WATER USE
H	HIGH WATER USE

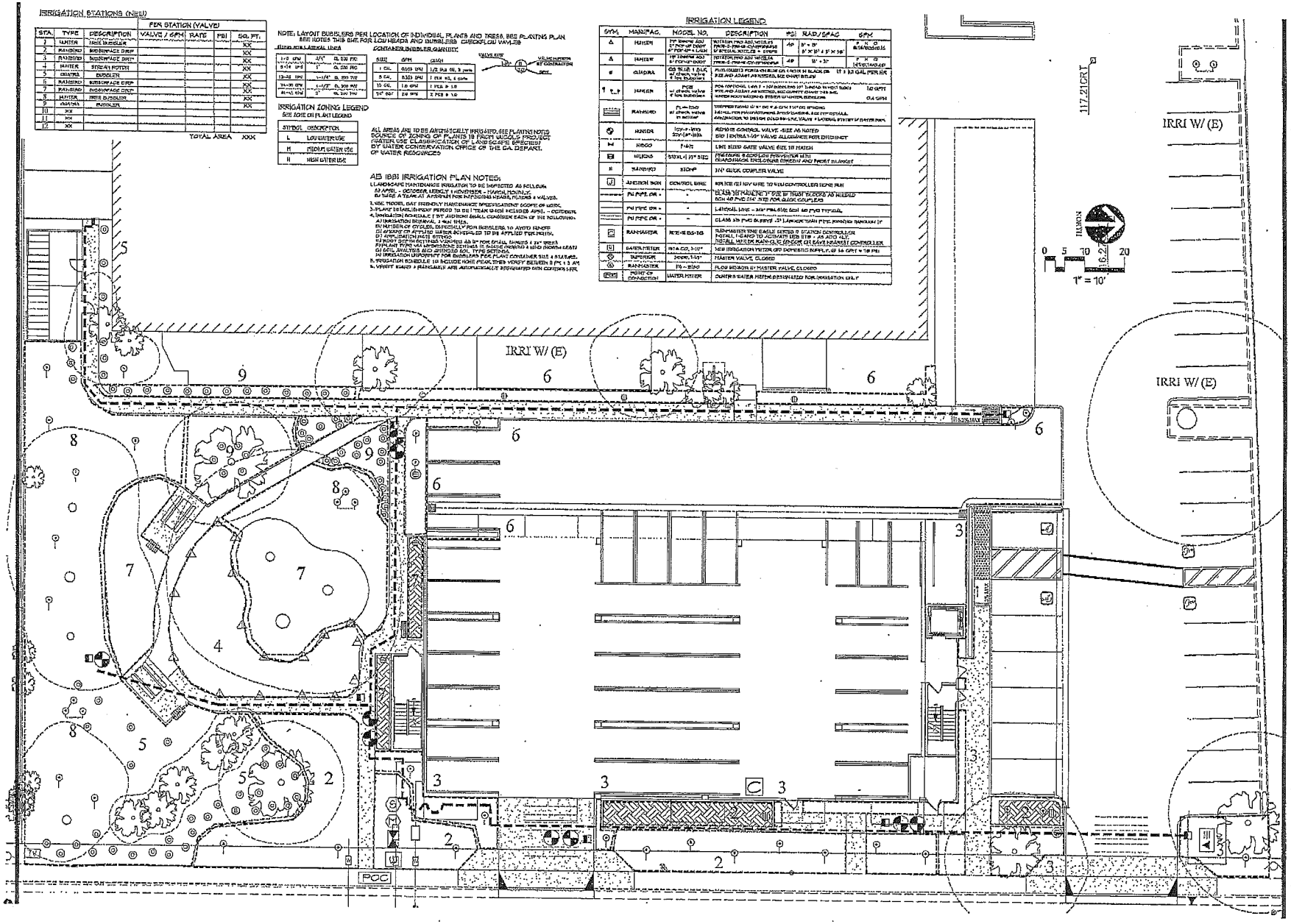
ALL AREAS ARE TO BE ARCHITECTURALLY IRRIGATED. SEE PLANTING NOTES
SOURCE OF ZONING OF PLANTS IS FROM WUCOLS (PROJECT
WATER USE CLASSIFICATION OF LANDSCAPE SPECIES)
BY WATER CONSERVATION OFFICE OF THE CA. DEPART.
OF WATER RESOURCES

AB 1881 IRRIGATION PLAN NOTES:

1. LANDSCAPE MAINTENANCE IRRIGATION TO BE INSPECTED AS FOLLOWS
   A) APRIL - OCTOBER, WEEKLY + NOVEMBER - MARCH, MONTHLY
   B) USE A TEAM AT A MINIMUM FOR INSPECTING HEADS, NOZZLES & VALVES.
2. USE MODEL DAY FRIENDLY MAINTENANCE SPECIFICATIONS (SCOPE OF WORK.
3. PLANT ESTABLISHMENT PERIOD TO BE 1 YEAR (WHICH INCLUDES APRIL - OCTOBER)
4. IRRIGATION SCHEDULE (BY ZONE) SHALL CONSIDER EACH OF THE FOLLOWING:
   A) IRRIGATION INTERVAL, 1 MAX TIMES.
   B) NUMBER OF CYCLES, ESPECIALLY FOR BUBBLERS TO AVOID RUNOFF
   C) AMOUNT OF APPLIED WATER ACHIEVED TO BE APPLIED PER MONTH.
   D) APPLICATION RATE SETTING
   E) SHORT SCHEDULE SETTINGS VARIED AS 15 MIN FOR SMALL RUNOFF & 1 HR FOR
   F) PLANT WATER USAGE ACCORDING SETTINGS TO SUCH PLANTING & WIND (WHICH CREATES
   G) SOIL ANALYSIS AND DETERMINED SOIL TYPE SETTINGS
   H) IRRIGATION LANDSCAPE GUIDELINES FOR PLANT CONTAINER SIZE & STATIONS.
5. IRRIGATION SCHEDULE TO INCLUDE NOTE (PEAK TIMES VERSUS BETWEEN 8 PM + 3 AM
6. VERIFY RAIN + RAINGAUGE ARE AUTOMATICALLY INTERRUPTED WHEN CONTACTED.

IRRIGATION LEGEND

SYM.	MANUFAC.	MODEL NO.	DESCRIPTION	PSI	RAD/SPAC	GPM
△	HUNTER		1/2" Insert ADJ 5" POP-UP SPRAY 4" POP-UP + LOAM	ROTATOR PRO ADJ NOZZLE 15 FROM 0-1 FROM 0-360 DEGREES 10" ADJUSTABLE NOZZLE + STEMS	40	8' x 30' 8' X 8' X 58'
△	HUNTER		1/2" Insert ADJ 5" POP-UP SPRAY	ROTATOR PRO ADJ NOZZLE FROM 0-1 FROM 0-360 DEGREES	40	10' x 30'
#	GRAPHIC		CAP BUBBLE 1 BUBBLE w/ check valve + tee bubbler	PLUS COLORS PORTA CHILLER CAP + NOZZLE IN BLACK OR BLUE AND ADJUST AS NEEDED, SEE CHART BELOW		1/2 X 3.0 GAL PER HR
↑	HUNTER	PCS w/ check valve + tee bubbler	PCS PATTERN 1 OR 2 + 1/2 PCS 1 OR 2 SPRING BUBBLER FOR PLANTS/TREES, SPACING/GAL. SEE CHT DETAILS. CONNECTION TO TREE BUBBLER LINE, VALVE + FLOWING STEAM IN WATER TREE			1.0 GPM 0.5 GPM
	RAINBIRD	PC-100 w/ check valve in bubbler	STEAMER FLOWS 0.5 TO 2.0 GPM + 1 TO 2 GPM SPRING BUBBLER FOR PLANTS/TREES, SPACING/GAL. SEE CHT DETAILS. CONNECTION TO TREE BUBBLER LINE, VALVE + FLOWING STEAM IN WATER TREE			
⊗	HUNTER	100-P-100 200-P-100	REMOTE CONTROL VALVE -SIZE AS NOTED SEE 1 EXTRA 100 VALVE ALLOWANCE FOR EXPERIMENT			
M	HYDRO	FMHT	LINE SIZED GATE VALVE SIZE TO MATCH			
⊠	HILLENS	5100-1 1/2" SIZE	FIBERGLASS & BRONZE PERFORATED METER BOX WITH GRAND BRACE ENCLOSURE GREEN AND FROST BLANKET			
H	RAINBIRD	33DNP	3/4" QUICK COUPLER VALVE			
J	JANSEN INC	CONTROL WIRE	SPLICE OFF NEW WIRE TO NEW CONTROLLER HOME RUN			
	PVC PIPE DR =		SCH 40 PVC PIPE AND FITTINGS AS NEEDED			
	PVC PIPE DR =		SCH 40 PVC PIPE AND FITTINGS AS NEEDED FOR QUICK COUPLERS			
	PVC PIPE DR =		LATERAL LINE - 3/4" PIPE SIZE SCH 40 PVC TYPICAL			
	PVC PIPE DR =		CLASS 315 PVC SLEEVE - 2X LARGER THAN PIPE RUNNING THROUGH IT			
⊡	RAINMASTER	RCD-HE-BS-BS	RAINMASTER TIME EAGLE SERIES 8 STATION CONTROLLER INSTALL HEADS TO ACTIVATE LESS STEP - AS ADD ALT. INSTALL MATCH RAIN-CLICK SENSOR OR LEAVE NEAREST CONTROLLER			
⊡	SENSOR METER	RSX-CLO, 1-1/2"	NEW IRRIGATION METER OR DOMESTIC SUPPLY, FLOW 55 GPM + 150 PSI			
⊗	SUPERIOR	200BV, 1-1/2"	MASTER VALVE, CLOSED			
⊗	RAINMASTER	PG-200	FLOW SENSOR W/ MASTER VALVE, CLOSED			
POC	POINT OF CONNECTION	WATER METER	CONTRACTOR METER DESIGNATED FOR IRRIGATION ONLY			



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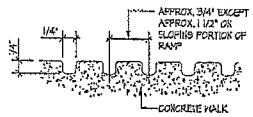
ISSUE	DATE
PLANNING	4.24.13
RESUBMITTAL	10.7.13

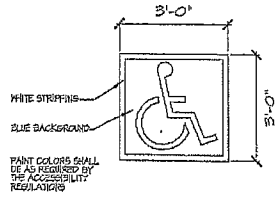
IRRIGATION PLAN

LS-5.0



NOTE: "ALL CURB RAMP SHALL HAVE A GROOVED BORDER 12 INCHES WIDE AT THE LEVEL SURFACE OF THE SIDEWALK AT THE TOP AND EACH SIDE... ALL CURB RAMPS CONSTRUCTED BETWEEN THE FACE OF THE CURB AND THE STREET SHALL HAVE A GROOVED BORDER AT THE LEVEL SURFACE OF THE SIDEWALK.

A | GROOVED BORDER @ RAMP

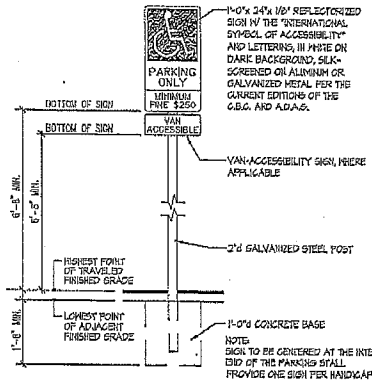


CENTER EMBLEM AT ENTRANCE TO PARKING STALL

EMBLEM MUST BE LOCATED IN STALL SO THAT IT IS VISIBLE BY A TRAFFIC ENFORCEMENT OFFICER WHEN VEHICLE IS PROPERLY PARKED IN STALL

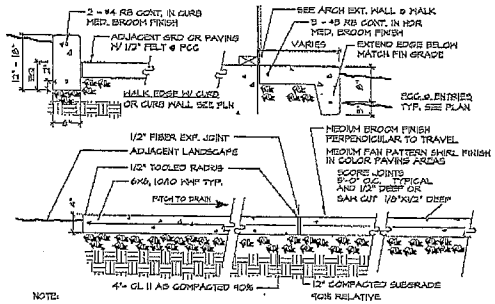
USE 2 COATS OF "TRAFFIC LINE" PAINT U.O.N.

B | PARKING STALL IDENTIFICATION



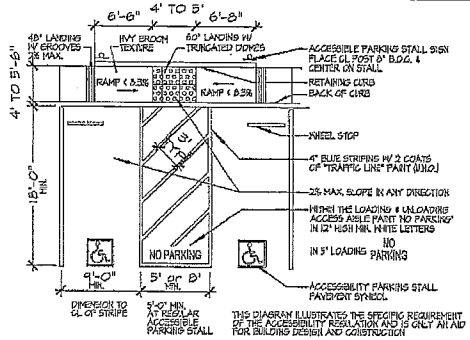
NOTE:
SIGN TO BE CENTERED AT THE INTERIOR END OF THE PARKING STALL
PROVIDE ONE SIGN PER HANDICAP STALL

C | PARKING STALL SIGNAGE



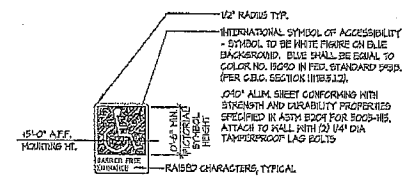
NOTE:
1. REINFORCEMENT OF CONCRETE, SCORE JOINT & EXPANSION JOINT TO BE REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO PLACING
2. VERIFY SUBGRADE COMPACTION W/ ENGINEER PRIOR TO PLACING

D | PCC PAVING & CURB WALL



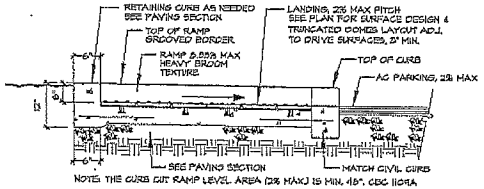
THIS DIAGRAM ILLUSTRATES THE SPECIFIC REQUIREMENT OF THE ACCESSIBILITY REGULATION AND IS ONLY AN AID FOR BUILDING DESIGN AND CONSTRUCTION

E | DOUBLE PARKING STALL



NOTE: PER C.B.C. SECTION 1117B.5.4 MOUNTING LOCATION AND HEIGHT,
"...SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH OUTSIDE THE DOOR. WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE, INCLUDING AT DOUBLE LEAF DOORS, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL PREFERABLY ON THE RIGHT... MOUNTING SHALL BE DETERMINED SO THAT A PERSON MAY APPROACH WITHIN 3 INCHES (76mm) OF SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF THE DOOR."

F | BARRIER FREE SIGNAGE

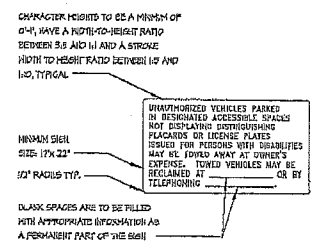


NOTE: THE CURB CUT RAMP LEVEL AREA (2% MAX) IS MIN. 48". CBC 1129A

PLASTIC DOMES:
MET SET ADA STD REPLACEABLE TACTILE WARNING SURFACE UNIT
4-BOLT LOCATIONS UNI COMPOSITE, DARK GREY, SUBMIT SAMPLE
2.350" IN LINE TRUNCATED DOME PATTERN
ADA SOLUTIONS, INC. WWW.ADATILE.COM
(800)872-2514

ADD ALT. DETECTABLE WARNING SURFACE SHALL BE MASCO 'CAST-IN-TACTS', 2'x3' TYP. PRECAST 'SALEM RED' STONE PAVER FOR MANUFACTURERS SPECS. CONTRACTOR SHALL PROVIDE A PAVER OR APPROVED EQUAL SAMPLE A MIN. OF 14 DAYS PRIOR TO INSTALLATION. OWNER RESERVES THE RIGHT TO CHANGE PAVER SPECIFICATIONS.

G | CURB CUT RAMP W/ TRUNCATED DOMES SECTION



PARKING LOT SIGNAGE

H | ACCESSIBLE PARKING SIGNAGE

I |

BDE ARCHITECTURE

SARATOGA CAPITOL, INC.
68 S. SANTA CLARA STREET
SAN JOSE, CA 95113

DILLON DERRIN ASSOCIATES LANDSCAPE ARCHITECTURE

PARK TERRACE
ADDITION
865 Pomeroy
SANTA CLARA, CA

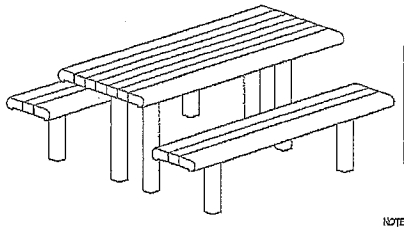
Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

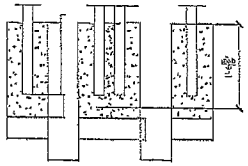
CONSTRUCTION DETAILS

NTS

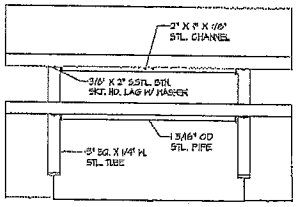
MBD

LS-6.0





D S-1 EMBEDMENT



NOTES:

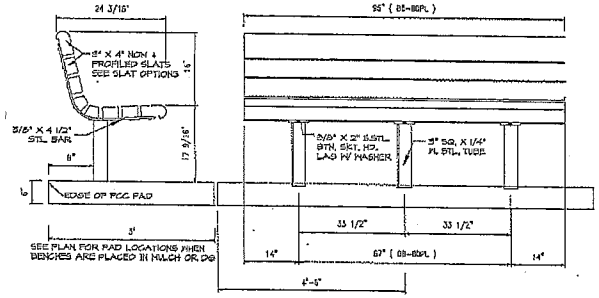
1) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2) 1/2" X 5 1/4" PLTD. EXPANSION ANCHOR BOLTS PROVIDED. FOR OPTIONS S-2 & S-4.

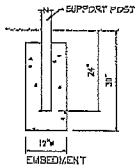
DUMOR, INC. PICNIC TABLE (6)
MODEL #120-8-OPL & 120-6-8PL (ADA NOT SHOWN)
RECYCLED PLASTIC SLATS (CEDAR COLOR)
POSTS/SUPPORTS (BRONZE COLOR)

MANUFACTURER'S ADDRESS:
DUMOR, INC.
P.O. BOX 142
MIFFLINTOWN, PA 17059-0142
(800) 598-4016

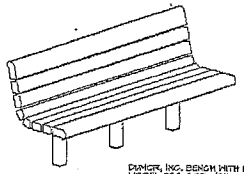
DISTRIBUTED BY ROSS RECREATION EQUIPMENT
100 BRUSH CREEK ROAD SUITE 101
SANTA ROSA, CA 95404
TELEPHONE (707) 538-3900

A PICNIC TABLE





EMBEDMENT



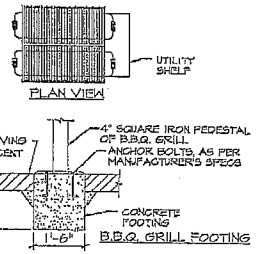
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER COATING.

DUMOR, INC. BENCH WITH BACK
MODEL #88-8OPL (6)
WITH THREE ARM RESTS
RECYCLED PLASTIC SLATS (CEDAR COLOR)
POSTS/SUPPORTS (BRONZE COLOR)

MANUFACTURED BY DUMOR, INC.
P.O. BOX 142
MIFFLINTOWN, PA 17059-0142
(800) 598-4016

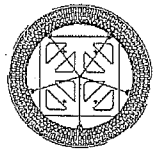
DISTRIBUTED BY ROSS RECREATION EQUIPMENT
100 BRUSH CREEK ROAD SUITE 101
SANTA ROSA, CA 95404
TELEPHONE (707) 538-3900

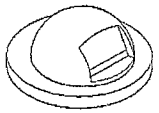
D BENCH WITH BACK

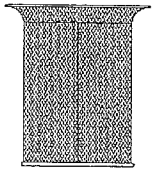


GRILL BY IRON MOUNTAIN FORGE,
MODEL 210X, TWO-LEVEL GROUP
GRILL 28"W X 56" L WITH
8" X 30" STEEL UTILITY SHELF

B BAR'Q DUAL GRILL PEDESTAL





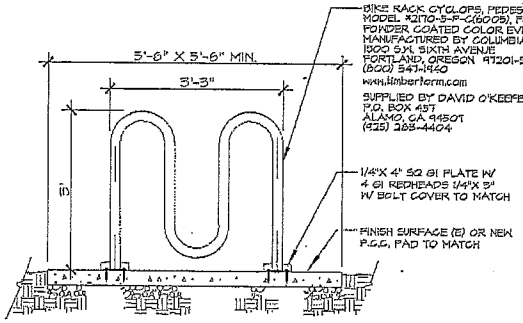


TRASH RECEPTACLE #FR400
W/ DOME TOP LID #DT100
COLOR GREEN - DIAMOND PATTERN
MANUFACTURED BY WABASH VALLEY
500 EAST MAIN STREET
SILVER LAKE, IN 46982
OR APPROVED EQUAL.

SUPPLIED BY DAVID O'KEEFE CO.
P.O. BOX 457
ALAMO, CA 94507
PHONE (925) 283-4404
FAX (925) 283-4444

INSTALL PER MANUFACTURER'S INSTRUCTIONS.

C TRASH & RECYCLE RECEPTACLE



BIKE RACK GY'CLOPS, PEDESTAL MOUNT
MODEL #2170-3-P-C(6005), FOR 3 BIKES
POWDER COATED COLOR EVERGREEN
MANUFACTURED BY COLUMBIA CASCADE
1900 S.W. SIXTH AVENUE
PORTLAND, OREGON 97201-5293
(800) 547-1440
www.Hinberform.com

SUPPLIED BY DAVID O'KEEFE CO.
P.O. BOX 457
ALAMO, CA 94507
(925) 283-4404

1/4"X 4" SQ GI PLATE W/
4 GI REDHEADS 1/4"X 3"
W/ BOLT COVER TO MATCH

FINISH SURFACE (E) OR NEW
P.C.C. PAD TO MATCH

F BIKE RACK

E

BDE ARCHITECTURE

SARATOGA CAPITOL, INC.
66 E. SANTA CLARA STREET
SAN JOSE, CA 95113

DALLON ZIMMERT ASSOCIATES
LANDSCAPE ARCHITECTURE

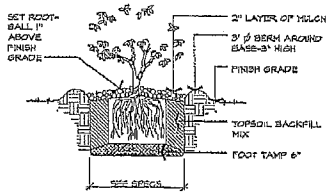
PARK TERRACE
ADDITION
865 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

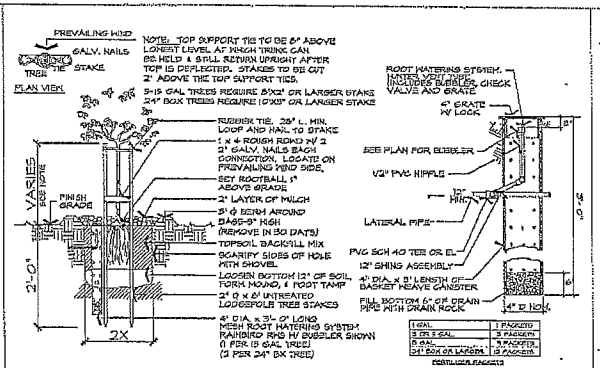
CONSTRUCTION DETAILS

Scale: NTS
Drawn by: MDD

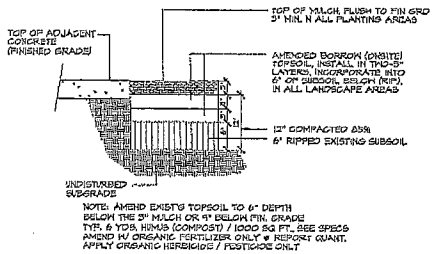
LS-7.0



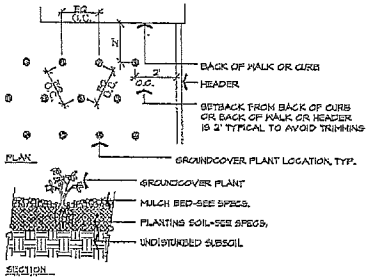
A | SHRUB PLANTING



B | STANDARD TREE PLANTING W/ BUBBLER IRRIGATION

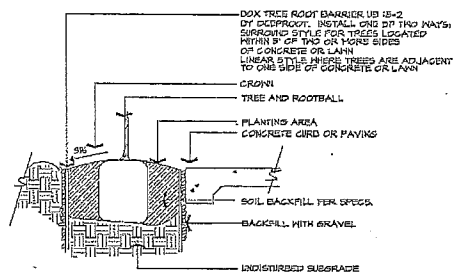


C | SOIL PREP - AB 1881



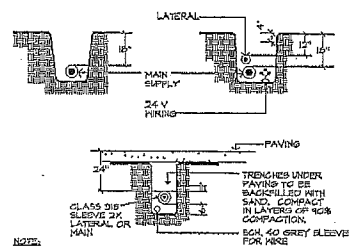
NOTES:
1. GROUNDCOVER SHALL BE PLANTED ON EQUAL ON-CENTER (O.C.) SPACING AS SHOWN ON PLAN. SEE PLANT LIST FOR O.C. SPACING.
2. PLANT GROUNDCOVER IN SOIL BERM OF TREES AND SHRUBS AND IN OPENINGS BETWEEN TREES AND SHRUBS GREATER THAN 2 SQ. FEET.

D | GROUND COVER PLANTING



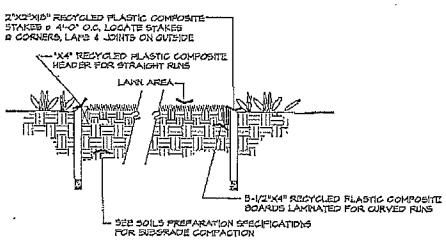
NOTES:
1. INSTALL ROOT BARRIER WHEN TREES ARE WITHIN 5' OF CONCRETE OR LAWN
2. INSTALL PER DEEPROOT'S MANUFACTURER RECOMENDATIONS 1-800-458-1668

E | ROOT BARRIER

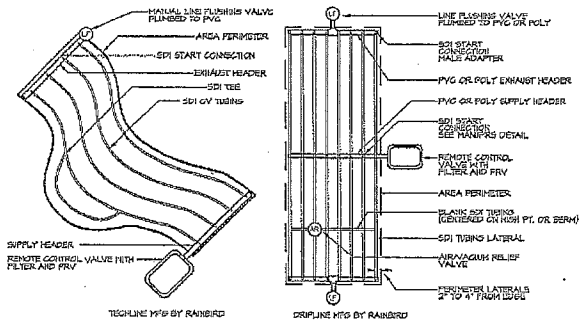


NOTE:
TAPE & BUNDLE 24 V. CONDUCTORS @ 10' INTERVALS.

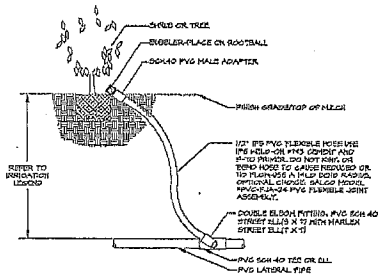
F | IRRIGATION TRENCHES



G | HEADER BOARD



H | SUBSURFACE DRIP IRRIGATION TUBING



I | SHRUB BUBBLER

BDE ARCHITECTURE

SARATOGA CAPITOL INC.
66 E. SANTA CLARA STREET
SAN JOSE, CA 95113

DEELOST DESIGN ASSOCIATES
LANDSCAPE ARCHITECTURE

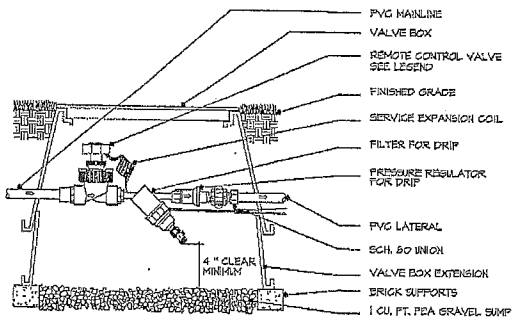
PARK TERRACE
ADDITION
865 Fomeroy
SANTA CLARA, CA

Item	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

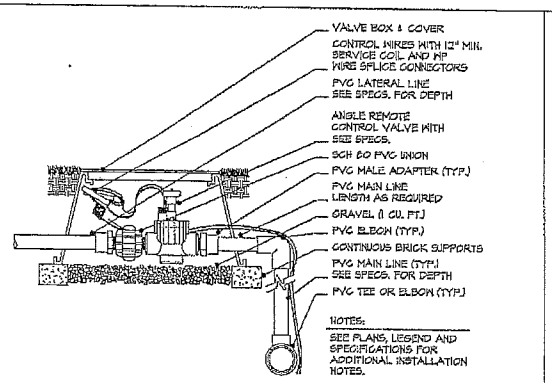
IRRIGATION PLANTING DETAILS

Scale: NTS
Drawn by: MRO

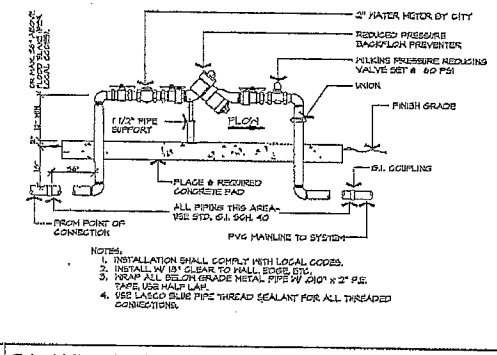
LS-8.0



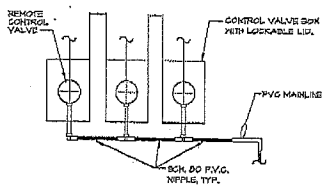
A | DRIP LINE - REMOTE CONTROL VALVE



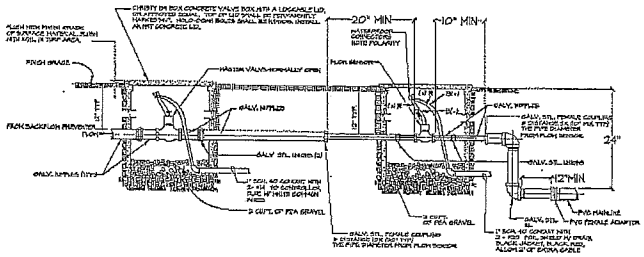
B | REMOTE CONTROL VALVE



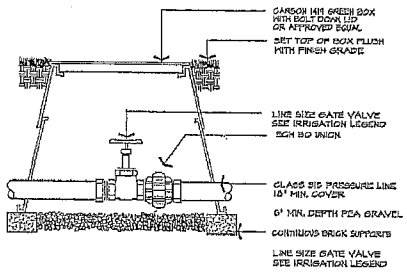
C | BACKFLOW PREVENTER W/ METER



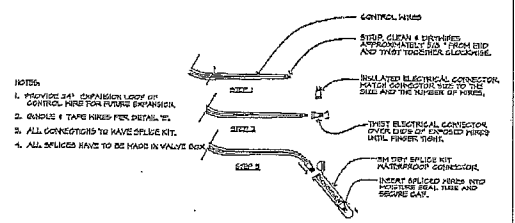
D | WIRE SPLICING



E | MASTER / SENSOR VALVES

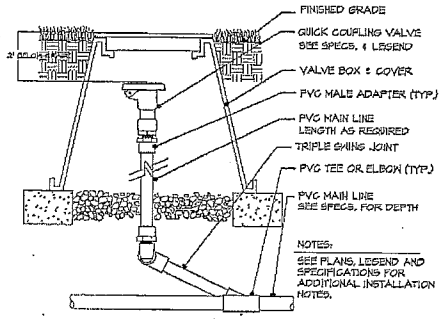


F | GATE VALVE IN BOX

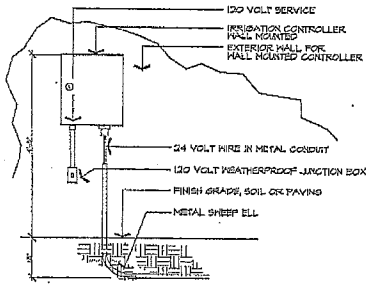


NOTES:
1. PROVIDE 24" EXPANSION LOOP ON CONTROL WIRE FOR FUTURE EXPANSION.
2. BUNDLE & TAPE WIRES PER DETAIL "E".
3. ALL CONNECTIONS TO HAVE SPLICE KIT.
4. ALL SPLICES HAVE TO BE MADE IN VALVE BOX.

G | R. C. VALVE LAYOUT & WIRE SLICING



H | QUICK COUPLER



I | WALL MOUNT CONTROLLER

BDE ARCHITECTURE

SARAJODA CAPITOL, INC.
65 S. SANTA CLARA STREET
SAN JOSE, CA 95113

DALLONS ENERGY ASSOCIATES
LANDSCAPE ARCHITECTS

PARK TERRACE
ADDITION
665 Pomeroy
SANTA CLARA, CA

Issue	Date
PLANNING	4.24.13
RESUBMITTAL	10.7.13

IRRIGATION PLANTING DETAILS

LS-9.0

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

BDE ARCHITECTURE

ABBREVIATIONS 8
NONE

ABV. Above
AFF Above Finished Floor
AP Access Panel
ACO Acoustical
ADD Addendum
ADH Adhesive
ADJ Adjacent
ADJT Adjustable
AC Air Conditioning
ALT Alternate
AL Aluminum
AB Anchor Bolt
ANOD Anodized
APX Approximate
ARCH Architect (ural)
AD Area Drain

BSMT Basement
BVL Beveled
BIT Bituminous
BLK Block
BLKG Blocking
BD Board
B.O. Bottom Of
BRK Brick
BLDG Building
BUR Built Up Roofing

CAB Cabinet
CK Calk (ing) Caulk (ing)
CPT Carpet (ed)
CSMT Casement
CST Cast Stone
CLG Ceiling
CT Ceiling Height
ER Ceramic
CT Ceramic Tile
CLR Clear (ance)
COL Column
CONC Concrete
CMU Concrete Masonry Unit
CONST Construction
CONT Continuous or Continue
CJ Control Joint
CG Corner Guard

DP Dampproofing
DEM Demolish, Demolition
DTL Detail
DIAG Diagonal
DIA Diameter
D Drain
DIM Dimension
DIV Division
DH Double Hung
DN Down
DS Downspout

DWG Drawing

EF Each Face
ELEC Electric (al)
EP Electrical Panelboard
EL Elevation
ELEV Elevator
EMER Emergency
EPDM Ethylene Propylene Diene Monomer
EQ Equal
EQP Equipment
EST Estimate
EXH Exhaust
EB Expansion Bolt
EJ Expansion Joint
EXP Exposed
EXI Existing
EXT Exterior

FC Fiberglass Clad
FOC Face Of Concrete
FOF Face Of Finish
FOM Face Of Masonry
FOS Face Of Studs
FF Finish Floor
FIN Finish (ed)
FFE Finished Floor Elevation
FA Fire Alarm
FP Fireproof
FR Fire-resistant
FRT Fire-retardant
FL Floor
FLR Floor (ing)
FLS Flashing
FD Floor Drain
FLUR Fluorescent
FJT Flush Joint
FTG Footing
FND Foundation
FUR Furred (ing)

G Grade
GA Gage, Gauge
GV Galvanized
GC General Contractor
GL Glass, Glazing
GLB Glass Block
GSM Galvanized Sheet Metal

GCMU Glazed Conc Masonry Units
GD Grading
GRN Granite
GVL Gravel
GT Grout
GWB Gypsum Wall Board
GYP Gypsum

HDW Hardware
HMTL Hollow Metal
HWD Hardwood
HDR Header
HTG Heating
HVAC Heating/Ventilation/Air Conditioning
HT Height
HC Hollow Core
HOR Horizontal
HB Hose Bib
HWH Hot Water Heater

INCL Include (d), (ing)
ID Inside Diameter
INS Insulate (d), (ing)
INT Interior
INV Invert

JT Joint
JF Joint Filler
KPL Kickplate
KIT Kitchen
KO Knockout

LBL Label
LB Lag Bolt
LAM Laminate (d)
LAV Lavatory
LW Lightweight
LWC Lightweight Concrete
LMS Limestone
LVR Louver
LPT Low Point

M Mirrored
MB Machine Bolt
MDF Medium Density Fiberboard
MH Manhole
MFR Manufacture (r)
MAS Masonry
MO Masonry Opening
MAX Maximum
MECH Mechanic (al)
MC Medicine Cabinet
MET Metal
MTFG Metal Furring
MWK Millwork
MIN Minimum
MIR Mirror
MISC Miscellaneous
MLD Molding, Moulding

NR Noise Reduction
NOM Nominal
NIC Not In Contract
NTS Not to Scale
NO (#) Number

OJ Over
OBS Obscure
OC On Center (s)
OFD Over Flow Drain
OFS Overflow Scupper
OP Opaque
OPG Opening
OPP Opposite
OD Outside Diameter
OA Overall
OH Overhead

PTR Paper Towel Receptor
PB Particle Board
PTD Painted
PTN Partition
PBD Particle Board
PERF Perforate (d)
PERI Perimeter
PLAM Plastic Laminate
PG Plate Glass
PWD Plywood
PT Point
PVC Polyvinyl Chloride
PSF Pounds Per Square Foot
PSI Pounds Per Square Inch
PCC Precast Concrete
PFB Prefabricate (d)
PFN Prefinished
PRF Preformed
PL Property Line
PT Pressure Treated

RAD Radius
RWL Rainwater Leader
REC Recessed
REF Reference

RFL Reflector
REFR Refrigerator
REG Register
RE Reinforce (d), (ing)
REM Remove
RES Resilient
RET Return
RA Return Air
REV Revision (s), Revised
R Riser
RD Roof Drain
RFH Roof Hatch
RFG Roofing
RM Room
RO Rough Opening
RB Rubber Base
RBT Rubber Tile
RWL Rain Water Leader

SAC Suspended Acoustical Clg.
SASM Self Adhesive Sht Membrane
SFGL Safety Glass
SCD See Civil (Eng) Drawings
SCHD Schedule
SCN Screen
SLNT Sealant
SEC Section
SSK Service Sink
SHTH Sheathing
SHT Sheet
SF Square Feet
SG Sheet Glass
SIM Similar
SD See Landscape Drawings
SC Solid Core
SMD See Mechanical Drawings
SP Soundproof
SPC Spacer
SPD See Plumbing Drawings
SPK Speaker
SPEC Specification (s)
SQ Square
SS Stainless Steel
SSD See Structural Drawings
STD Standard
STA Station
ST Steel
STOR Storage
SD Storm Drain
STR Structural
SUS Suspended
SYM Symmetry (ical)
SV Sheet Vinyl
STC Sound Transmission Coefficient

TEL Telephone
TMP Tempered
TV Television
THK Thick (ness)
THR Threshold
TPD Toilet Paper Dispenser
TR Trash
TOP Top of Plate
TOS Top Of Slab
TST Top Of Steel
TW Top Of Wall
TB Towel Bar
T Tread
TYP Typical

UNF Unfinished
UON Unless Otherwise Noted
UR Urinal

V Vinyl
VAR Varies
VB Vapor Barrier
VNR Veneer
VERT Vertical
VG Vertical Grain
VIN Vinyl
VAT Vinyl Acoustical Tile
VB Vinyl Base
VCT Vinyl Composite Tile

W With
WSCT Wainscot
WTW Wall To Wall
WH Wall Hung
WC Water Closet
WP Waterproofing, Waterproof
WPM Water Proof Membrane
WR Water Repellent
WRB Weather Resistant Barrier
WS Waterstop
WWF Welded Wire Fabric
WDW Window
WG Wired Glass
WM Wire Mesh
W/O Without
WD Wood
WB Wood Base
WI Wrought Iron

PROJECT TEAM 7
NONE

OWNER:
SARATOGA CAPITOL, INC.
56 E. SANTA CLARA ST
SAN JOSE, CA 95113
P: 408.295.5600
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CONTACT: KIRK KOZLOWSKI

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BDE ARCHITECTURE
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SAN FRANCISCO, CA 94104
P: 415.677.0966
F: 415.677.0964
CONTACT: JON ENNIS

CIVIL:
CIVIL ENGINEERING ASSOCIATES
224 AIRPORT PARKWAY, SUITE 525
SAN JOSE, CA 95110
P: 408.453.1066
CONTACT: ANDREW TURNER

LANDSCAPE:
DELLON DESIGN ASSOCIATES
259 CHICO AVE
SANTA CRUZ, CA 95060
P: 831.420.1616
CONTACT:

PROJECT INFORMATION 4
NONE

Project Site Coverage					
Area				Total Area (S.F.)	Acres
Total Site Area				91,236	2.08
Project Area – Area of Disturbance				29,603	0.68
	Existing	Removed	Proposed		
Impervious Surfaces					
Buildings (Residential, Carports & Cabana)	25,279	<582>	9,812	34,492	0.79
Asphalt Streets, Parking, Driveways,	26,027	<2,278>	1,840	25,597	0.59
Walkways, Patios and Trash Area	9,293	<5,693>	3,077	6,777	0.17
Sub-Total	60,599	<8,456>	13,729	65,873	1.51
Pervious Surfaces					
Permeable Pavement			4,733	4,733	0.11
Onsite Landscaping/Open-Space	30,627	<21,413>	11,400	20,620	0.47
Sub-Total	30,627	<21,413>	16,131	25,353	0.58
Total Project Surfaces	91,226	<29,874>	29,860	91,226	2.08

APN: 29023052
ADDRESS: 865 POMEROY AVE
LOT SIZE: 2.08 ACRES (0.68 DISTURBED)
EXISTING DENSITY: 24.4 DU/ACRE
PROPOSED DENSITY: 34 DU/ACRE
NUMBER OF UNITS: (51 EXISTING + 20 NEW) 71 UNITS
PROPOSED BUILDING HEIGHT: 35'2"

EXISTING BUILDINGS
BUILDING A
NUMBER OF UNITS: 25
AREA (GROSS): 24,974 SF
PARKING SPACES: 19
BUILDING HEIGHT: 29'0"

BUILDING B
NUMBER OF UNITS: 25
AREA (GROSS): 24,974 SF
PARKING SPACES: 18
BUILDING HEIGHT: 29'0"

LEGEND 2
1/4"=1'-0"

BUILDING OR WALL SECTION — DRAWING NUMBER; SHEET WHICH DRAWING IS LOCATED

CEILING HEIGHT — INDICATES HEIGHT ABOVE FINISHED FLR. "V" INDICATES A VAULTED CLG. HEIGHT SHOWN IS THE LOW POINT OF THE CLG.

EXTERIOR ELEVATION — DRAWING NUMBER; SHEET WHICH DRAWING IS LOCATED

UNIT TYPE TAG — UNIT #, UNIT TYPE; NUMBER OF BEDROOMS; UNIT AREA

DETAIL REFERENCE — DRAWING NUMBER; SHEET WHICH DRAWING IS LOCATED

INTERIOR ELEVATION — DRAWING NUMBER; SHEET WHICH DRAWING IS LOCATED; ELEVATION REFERENCE

WALL OR ASSEMBLY TYPE; WALL THICKNESS WHERE NOTED AT CONCRETE WALLS

WINDOW TYPE

DOOR NUMBER

GRID LINE

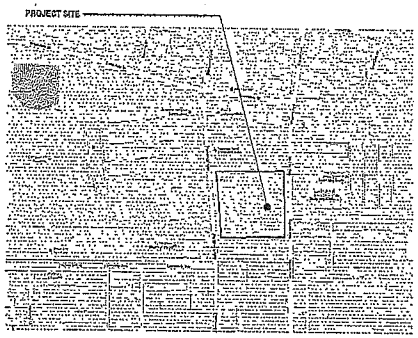
SHEET NOTE

REQUIRED STC RATING FOR WINDOW

ELEV. DATUM; HT. FROM 0'-0"; SURFACE

ROOM IDENTIFICATION — ROOM NAME; FINISH PACKAGE; ROOM NUMBER

VICINITY MAP 6
NONE



UNIT AND AREA SUMMARY 5
NONE

Increase residential density of existing 51 unit apartment complex by adding 20 new units and 37 parking spaces.

CONSTRUCTION TYPE:		TYPE V					
FLOORS:		THREE					
UNIT TYPE		Unit Rentable	Floor Levels 1ST	2ND	3RD	Unit Total	Gross Areas
1 BEDROOM	A1	668	-	9	9	18	
1 BEDROOM	A2	782	-	1	1	2	
Rentable Residential by floor			0	6,974	6,974		13,948
Enclosed & Circulation			560	1,836	1,836		4,232
Covered (Parking)			7,958	-	-		7,958
				8,810			
Gross Residential (NO decks)			3,618	8,810	8,810		26,136
Gross Residential (w/ decks)			8,573	9,550	9,557		27,618

Parking Summary	Existing parking	New parking'	Total parking
On Site Parking	88	37	125
New parking Ratio On-Site only			1.0

Bicycles	
Spaces Provided per VTA Bicycle Technical Guidelines	
Class I spaces	24
Class II spaces	5

GENERAL NOTES 3
NONE

A. SITE SHALL PROVIDE A MINIMUM AVERAGE ILLUMINATION OF ONE-FOOT CANDLE IN CARPORT, PARKING AREAS AND IN ALL COMMON PEDESTRIAN OR LANDSCAPED AREAS OF THE DEVELOPMENT, SUBJECT TO ADJUSTMENTS BY THE POLICE CHIEF IN CONSULTATION WITH SILICON VALLEY POWER AND PLANNING DEPARTMENT AS NECESSARY FOR THE PROJECT TO MEET LEED CERTIFICATION, OR EQUIVALENT

B. ADDRESS NUMBERS OF THE INDIVIDUAL UNITS 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. INDIVIDUAL APARTMENT NUMBERS SHALL BE A MINIMUM OF SIX (6) INCHES IN HEIGHT AND A COLOR CONTRASTING TO THE BACKGROUND MATERIAL AND EITHER VISIBLE FROM THE STREET OR FROM THE CENTER AREA OF THE PROJECT, WHERE MULTIPLE UNITS/BUILDINGS OCCUPY THE SAME PROPERTY. UNIT/BUILDING ADDRESS SHALL BE CLEARLY VISIBLE

C. WHERE THERE IS AN ALLEY, DRIVEWAY, ETC. PROVIDING A REAR ENTRANCE OR ACCESS, THE DEVELOPER SHALL ENSURE THAT ADDRESSES ARE DISPLAYED TO BOTH THE FRONT AND REAR OF THE INDIVIDUAL BUILDINGS. WHERE AN ALLEY, DRIVEWAY, ETC. PROVIDES VEHICULAR ACCESS, ADDRESS NUMBERS SHALL BE CLEARLY VISIBLE FROM THAT ACCESS

D. PARKING STRUCTURES, INCLUDING RAMPS, CORNERS AND ENTRANCES, SHOULD BE ILLUMINATED AT A MINIMUM OF AN AVERAGE OF 5-FOOT CANDLES AT ALL HOURS BY THE DEVELOPER

E. THE NEW BUILDING SHALL BE PROVIDED WITH AUTOMATIC FIRE SPRINKLERS. SPRINKLER SYSTEM INSTALLATION FOR THE NEW APARTMENTS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13 (NOT NFPA 13R), UNLESS OTHERWISE APPROVED DURING THE BUILDING PERMIT PLAN REVIEW

F. NOT USED

G. SMOKE ALARMS SHALL BE HARDWIRED WITH BATTERY BACKUP AND BE LOCATED IN ACCORDANCE WITH CBC SECTION 907.2.11

H. FIRE ALARM SYSTEM SHALL BE PROVIDED IN ACCORDANCE WITH THE FIRE CODE

I. CARBON MONOXIDE ALARMS SHALL BE INSTALLED TO MEET 2010 CBC 420.4 AND 420.4.1.2

J. RUBBISH CONTAINERS THAT ARE 1.5 CUBIC YARDS OR MORE ON SITE 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 (CFC 304.3.3).

SHEET INDEX 1
NONE

PROJECT INFORMATION
A0.0 COVER SHEET
A0.1 GREEN POINT RATED
A0.2 SITE PHOTOS

CIVIL
C-1 CONCEPTUAL GRADING AND DRAINAGE PLAN
C-2 CONCEPTUAL UTILITY PLAN
C-3 CONCEPTUAL STORMWATER MANAGEMENT PLAN

LANDSCAPE
LS1.0 SITE SCOPE OF WORK PLAN
LS2.0 LANDSCAPE LAYOUT PLAN
LS3.0 TREE PROTECTION PLAN
LS4.0 PLANTING PLN
LS5.0 IRRIGATION PLAN
LS6.0 CONSTRUCTION DETAILS
LS7.0 CONSTRUCTION DETAILS
LS8.0 PLANTING IRRIGATION AND DETAILS
LS9.0 PLANTING IRRIGATION AND DETAILS

ARCHITECTURAL
A1.0 SITE PLAN
A2.0 FIRST FLOOR PLAN
A2.1 SECOND FLOOR PLAN
A2.2 THIRD FLOOR PLAN
A2.3 ROOF PLAN
A3.0 ELEVATIONS
A3.1 BUILDING SECTIONS
A4.0 UNIT PLANS

ISSUE	DATE
REVIEW	08.27.2012
PLAN SUBMITTAL	04.24.2013
PLAN RESUBMITTAL	06.17.2013
REVIEW	09.04.2013
RESUBMITTAL 1	10.07.2013
RESUBMITTAL 2	12.12.2013
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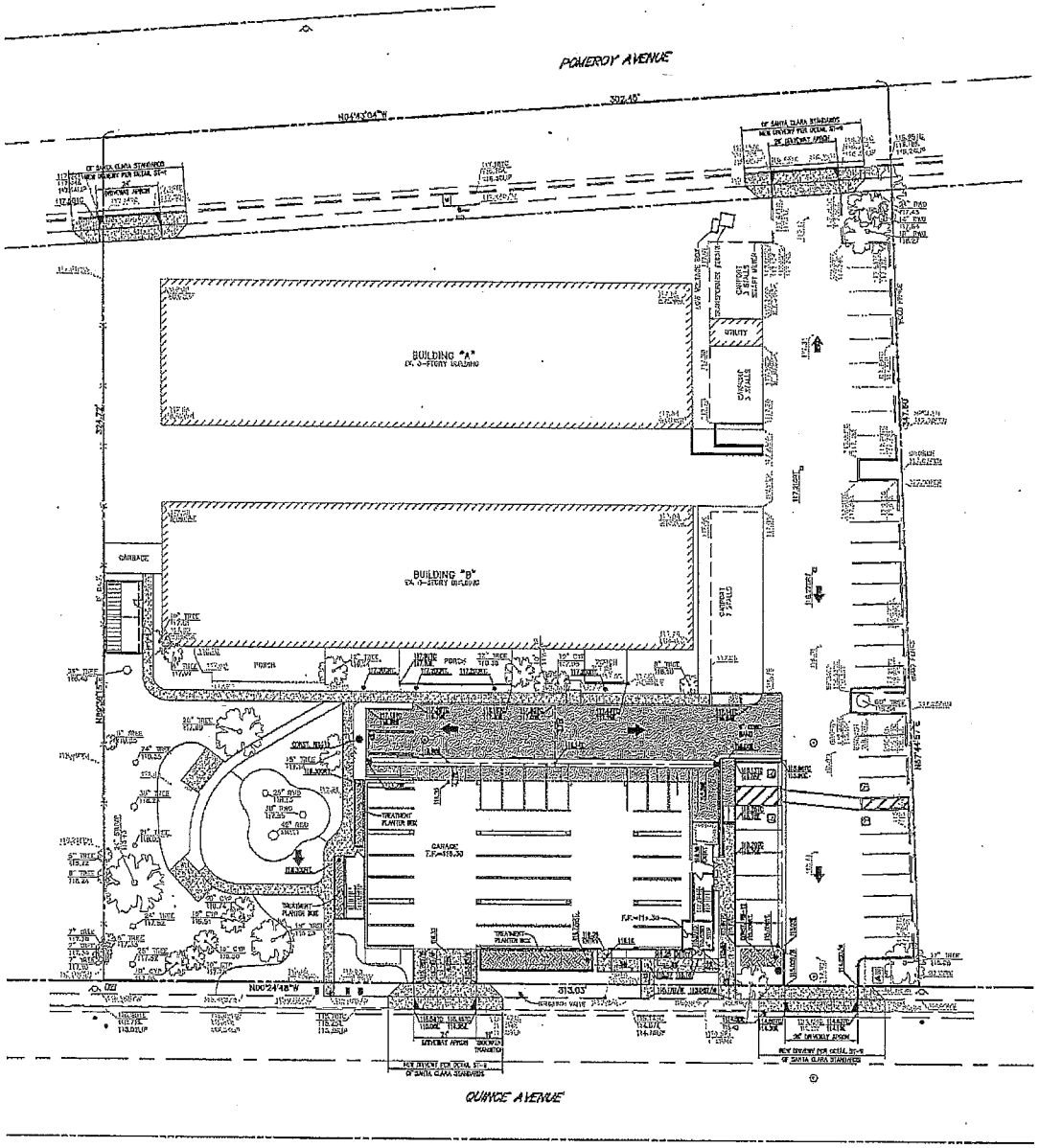
COVER SHEET

SCALE: NONE
JOB NUMBER: 1122 DRAWN BY: HB

A0.0



SCALE: 1"=20'

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20 ft.

LEGEND

TO BE CONSTRUCTED	EXISTING	DESCRIPTION
		PROPERTY LINE
		CENTER LINE
		EXISTING EDGE OF PAVEMENT
		CURB, GUTTER, SIDEWALK & DRIVEWAY
		FIRE HYDRANT
		SANITARY SEWER AND MANHOLE
		STORM SEWER AND MANHOLE
		HOODED INLET
		GAS MAIN
		WATER MAIN
		JOINT TRENCH
		STREET LIGHT CONDUIT
		OVERHEAD UTILITY LINES
		THRUST BLOCK
		POWER POLE
		ELECTROLIER
		CITY SURVEY MONUMENT
		SIGN
	D-BOX	HANDI-CAP RAMP
		DIRECTION OF FLOW & GRADIENT
		AREA DRAIN NDS 1212 GRATE W/1200, 1203 & 1204 BASINS AS REQUIRED FOR OPENING
		HANSEN RB18 DROP INLET WITH CAST IRON ROUND GRATE
		HANSEN CB24 DRAINAGE INLET WITH CAST IRON SQUARE GRATE
		PIPE AND CATCH BASIN TO BE INSTALLED BY LANDSCAPE CONTRACTOR
		PIPE AND CATCH BASIN TO BE INSTALLED BY UNDERGROUND CONTRACTOR
		RAISED STORMWATER RUNOFF PLANTER BOX W/ UNDERDRAIN AND FACE OF CURB OUTFALL
		PERVIOUS SURFACE AT PARKING STALL
		OVERLAND RELEASE PATH

BDE ARCHITECTURE

SARATOGA CAPITAL, INC.
95 E. SANTA CLARA STREET
SAN JOSE, CA 95113

CivE Engineering Associates
Civil Engineers • Planners • Surveyors
225 Airport Parkway
Suite 160
San Jose, CA 95110
T. (408) 452-1100

PARK TERRACE
ADDITION
865 POMEROY
SANTA CLARA, CA

Date	Date
PLANNING SUBMITTAL	04.26.2013
REVISED PLANNING SUBMITTAL	09.19.2013
REVISED PLANNING SUBMITTAL	10.07.13

CONCEPTUAL GRADING AND DRAINAGE PLAN

Scale: 1"=20'
Project No. 12-105 Drawn By: VH

C-1

SITE WORK ABBREVIATION LEGEND

AC	ASPHALTIC CONCRETE		LENGTH
AD	AREA DRAIN	LA	LANDSCAPE ARCHITECT
AGG	AGGREGATE	LF	LINEAR FEET
ALT.	ALTERNATE	LIN	LINEAR
APPROX.	APPROXIMATELY	LOC	LOCATION
ARCH.	ARCHITECT(S)	LPI	LOW POINT
ASTM	AMERICAN SOCIETY FOR	LT.	LIGHT
	TESTING MATERIAL		
		MAT'L.	MATERIAL
BC	BOTTOM OF CURB	MAX	MAXIMUM
BS	BOTTOM OF STEP	MED	MEDIUM
BLDG.	BUILDING	MFR	MANUFACTURER(S)
BM	BENCHMARK	MH	MANHOLE
BOC	BACK OF CURB	MIN	MINIMUM
BOW	BACK OF WALK	MISC	MISCELLANEOUS
BW	BOTTOM OF WALL		
		MV	MAY
CB	CATCH BASIN	N.I.C.	NOT IN CONTRACT
CF	CUBIC FOOT	NOM	NOMINAL
CHAM	CHAMFER	N.T.S.	NOT TO SCALE
CL	CENTERLINE		
CLR	CLEARANCE(D)	O.C.	ON CENTER
CO	CLEANOUT	O.D.	OUTSIDE DIAMETER
COL	COLUMN		
CONC.	CONCRETE	P.A.	PLANTING AREA
CONST.	CONSTRUCTION	P.B.	POOL OR FOUNTAIN BOTTOM
CONT.	CONTINUOUS OR CONTINUE	PCC	PORTLAND CEMENT CONCRETE
CY	CUBIC YARD	PERM.	PERMANENT
D	DEEP, DEPTH	P.L.	PROPERTY LINE
DBL	DOUBLE	PLTR	PLANTER
DG	DECOMPOSED GRANITE	POB	POINT OF BEGINNING
DI	DRAIN INLET	POC	POINT OF CONNECTION
DIA	DIAMETER	PT.	POINT
DN	DOWN	PVC	POLYVINYL CHLORIDE
DP	DOWNSPOUT	PVMT.	PAVEMENT
DTL	DETAIL		
DWG	DRAWING(S)	R	RISER
		RAD.	RADIUS
(E)	EXISTING	RD.	ROAD
EA	EACH	RD	ROOF DRAIN
EJ	EXPANSION JOINT	REDW	REDWOOD
EL	ELEVATION	REINF.	REINFORCE, REINFORCEMENT
ELEC	ELECTRIC(AL)	REF.	REFERENCE
ENG	ENGINEER(S)	REQD.	REQUIRED
EQ	EQUAL	RET.	RETAINING
EST	ESTIMATE	REV	REVERSE
EXT.	EXTERIOR	RGH	ROUGH
		RM.	ROOM
FF	FINISH FLOOR		
FG	FINISHED GRADE	SD	STORM DRAIN
FH	FIRE HYDRANT	SF	SQUARE FOOT
FIN	FINISH	SHT.	SHEET
FIN. FLR.	FINISHED FLOOR	SIM	SIMILAR
FL	FLOWLINE	SJ	SCORE JOINT
FOB	FACE OF BUILDING	SPEC.	SPECIFICATION
FOC	FACE OF CURB	SQ	SQUARE
	FACE OF COLUMN	SS	SANITARY SEWER
FOST.	FACE OF STONE	STD	STANDARD
FOW	FACE OF WALL	STL	STEEL
FP	FINISHED PAVEMENT	STRUCT.	STRUCTURAL
FS	FINISHED SOIL	SY	SQUARE YARD
FT(T)	FOOT OR FEET		
FTG	FOOTING	TC	TOP OF CURB
		TEL	TELEPHONE
GA	GAUGE	TG	TOP OF GRATE
GALV.	GALVANIZED	TS	TOP OF STEP
GC	GALLON CAN	TW	TOP OF WALL
GRD.	GRADE	TYP.	TYPICAL
HB	HOSE BIBB	UNO.	UNLESS NOTED OR

PLAN SUBMITTAL NOTES

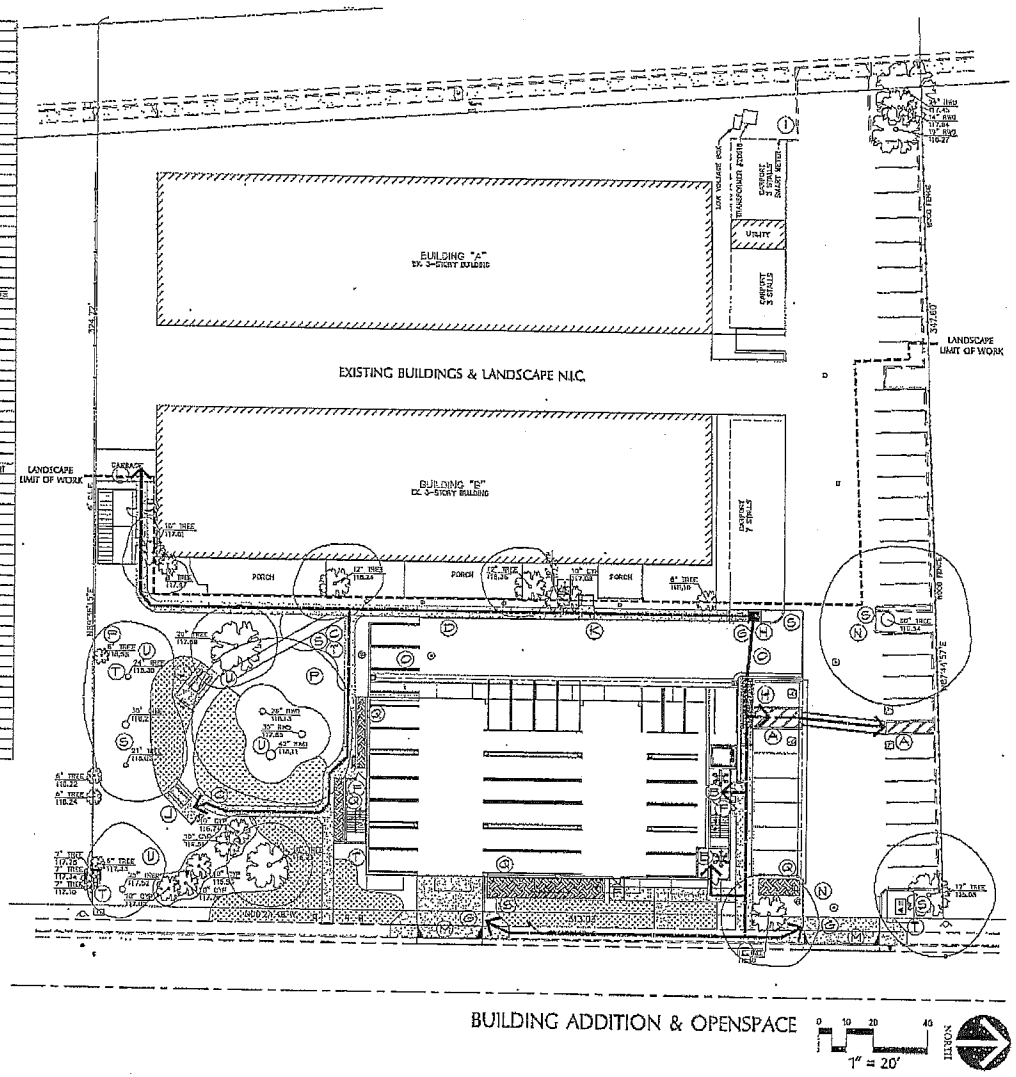
1. CALL BEFORE YOU DIG! CALL UNDERGROUND SERVICES ALERT (USA) AT 811 OR AT (800) 227-2600 AT LEAST TWO WORKING DAYS BEFORE EXCAVATING.

2. FINISHED GROUND SURFACES SHALL BE GRADED TO DRAIN THE FINISHED SITE PROPERLY. FINISHED GROUND SLOPE WITHIN FIVE FEET OF THE BUILDING OR STRUCTURE SHALL SLOPE AWAY AT A 5%. (RE-GRADING ONLY REQUIRED IN AREAS WHERE THE EXISTING GRADES WILL BE DISRUPTED DUE TO THE PROPOSED WORK). ALL EXTERIOR HARD SURFACES (INCLUDING TERRACES) SHALL BE INSTALLED WITH A MINIMUM 1% SLOPE AND SHALL DRAIN AWAY FROM THE BUILDING. DRAINAGE SWALES SHALL HAVE A MINIMUM SLOPE OF 1.5%. MAXIMUM ALLOWABLE GRADED SLOPE IS 3 HORIZONTAL TO 1 VERTICAL (33%.) PAVEMENT AND SLOPES SHOULD NOT EXCEED 5% NOR BE FLATTER THAN 1% WITHIN ALL HARD SURFACING (CONCRETE AND AC PAVING) AREAS.

3. LOT GRADING SHALL CONFORM AT THE PROPERTY LINES AND SHALL NOT SLOPE TOWARD THE PROPERTY LINES IN A MANNER THAT WOULD CAUSE STORM WATER TO FLOW ONTO NEIGHBORING PROPERTY. HISTORIC DRAINAGE PATTERNS SHALL NOT BE ALTERED IN A MANNER TO CAUSE DRAINAGE PROBLEMS TO NEIGHBORING PROPERTY.

4. NEW RAINWATER DOWNSPOUTS SHALL BE DISCONNECTED AND RUNOFF DIRECTED TO A LANDSCAPED AREA. DOWNSPOUTS MAY BE CONNECTED TO A POP-UP DRAINAGE EMITTER IN THE LANDSCAPED AREA OR MAY DRAIN TO SPLASH BLOCKS THAT DIRECT WATER AWAY FROM THE BUILDING.

5. ALL CONTRACTORS AND SUBCONTRACTORS SHALL IMPLEMENT CONSTRUCTION BEST MANAGEMENT PRACTICES TO PROTECT STORM WATER QUALITY AND PREVENT POLLUTANTS FROM ENTERING THE STORM DRAIN SYSTEM. FAILURE TO IMPLEMENT AND COMPLY WITH THE APPROVED CONSTRUCTION BEST MANAGEMENT PRACTICES WILL RESULT IN THE ISSUANCE OF CORRECTION NOTICES, CITATIONS, OR STOP ORDERS.



PLAN KEY PROPOSED

ENTRANCE / EXIT @ BUILDING TO ACCESSIBLE PARKING STALLS PROVIDE SIGNS @ EA CBC 11-2B.3

PATH FOR ACCESSIBILITY RAMPS & LANDINGS W/ 8.33% RAMPS MAX 6" @ CURB

ACCESSIBLE PARKING SPACES W/ RAMPS & LANDINGS

ACCESSIBLE ACTIVITY AREA

ACCESSIBILITY NOTE:

THESE PLANS SHOW A BEST EFFORT TO ACHIEVE ACCESSIBILITY WITHIN EXISTING CONDITIONS. THESE PLANS INCLUDE BUT ARE NOT LIMITED TO WALKS, LANDINGS, RAMPS W/ RAILS, PARKING LOADING, PARKING STALLS AND SIGNS. THE EXISTING CONDITIONS MAY BE SUCH THAT THE GRADES WILL NOT ALLOW STRICT ADHERENCE TO 2% MAX SLOPE AT PARKING LOADING AND STALLS. THE EXISTING PARKING LOT WILL REMAIN AS IS EXCEPT FOR RESTRIPING OF OF THESE AND ADJACENT STALLS.

DISABLED ACCESS NOTES:

1. WALKWAYS AND SIDEWALKS ALONG ACCESSIBLE ROUTES OF TRAVEL ARE CONTINUOUSLY ACCESSIBLE.
2. HAVE MAXIMUM 1/2" CHANGES IN ELEVATION OR PROVIDE CURB RAMPS COMPLYING WITH CBC 1127B.3.
3. WALKWAYS ARE MINIMUM 48" WIDTH W/ 2% MAXIMUM CROSS SLOPE.
4. WHERE IT IS NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (1:20) SHALL HAVE PEDESTRIAN RAMPS COMPLYING WITH CBC 1133B.5.
5. ACCESSIBLE PATH IS SHOWN PER CBC 1133B.1
6. EXTERIOR RAMPS, LANDINGS & DOOR ENCROACHMENT SHALL BE DESIGNED PER 2007 CBC SECTION 1144.

SCOPE OF WORK

ACCESSIBILITY FEATURES

- (A) ACCESSIBLE VAN / REGULAR PARKING W/ SIGNS
- (B) ACCESSIBLE STOOP @ MANAGER'S OFFICE / ENTRANCE
- (C) ACCESSIBLE PATH @ PICNIC COURTYARDS
- (D) ACCESSIBLE PATH @ TRASH ENCLOSURE
- (E) ACCESSIBLE PATH OF TRAVEL TO CITY SIDEWALK
- (F) STOOP @ TYP. ENTRY, 5' X 5' TYP.
- (G) ACCESSIBLE PATH OF TRAVEL, WALK & DRIVEWAY
- (H) TRUNCATED DOMES @ DRIVEWAY

COMMON AREA AMENITIES & HARDSCAPE

- (I) PROJECT SIGN
- (J) PICNIC TABLES & BBQ AREAS W/ MULCH PATHWAYS
- (K) FIT TO BLDG ENTRY WALK (E) W/ LANDING AT NEW WALK
- (L) NEW ACCESS @ TRASH ENCLOSURE FENCE (E)
- (M) REPLACE (E) APRONS W/ ADA SIDEWALKS APRONS
- (N) PATCH, SEAL & STRIPE / MATCH DRIVEWAY
- (O) PERVIOUS PAVING, (SEE CIVIL)

PLANTING & IRRIGATION

- (P) REMOVE & ADD TREES TO MATCH DEVELOPMENT REQUIREMENTS
- (Q) PLACE BIOSWALE LANDSCAPE @ DRAIN AREAS (SEE CIVIL)
- (R) SCREEN SHRUBS ON FF'S @ PARKING VENTILATION / WALLS TYP.
- (S) NEW & RENOVATED IRRIGATION SYSTEM TO MEET AB 1881 CALCS.
- (T) REPLACE (E) TREES & SHRUBS AS NEEDED W/ NEW LOW MAINT. & H2O EFFICIENT MATERIAL
- (U) OPEN SPACE MULCH AREAS

I have complied with the criteria of AB 1881 and applied them for the efficient use of water in the landscape design plan. Michael B. Dillon

BDE ARCHITECTURE

SARATOGA CAPITAL, INC
68 E. SANTA CLARA STREET
SAN JOSE, CA 95113

DALLOY DESIGN ASSOCIATES
LANDSCAPE ARCHITECTURE

PARK TERRACE
ADDITION
865 Pomeroy
SANTA CLARA, CA

PLANNING	4.26.13
RESUBMITTAL	10.7.13

SCOPE OF WORK

NTS

LS-1.0

PAVING WORK NOTES

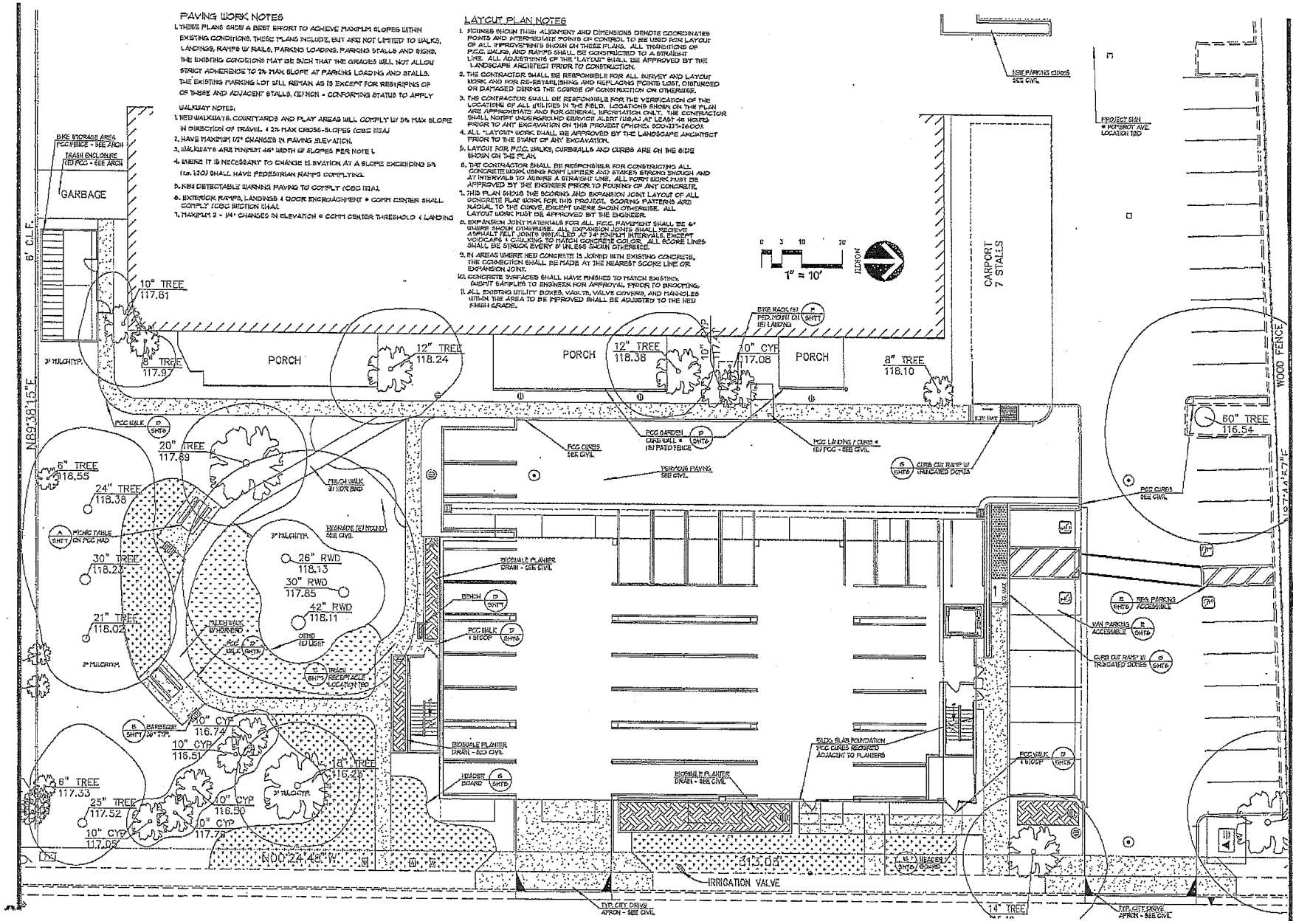
1. THESE PLANS SHOW A BEST EFFORT TO ACHIEVE MAXIMUM SLOPES WITHIN EXISTING CONDITIONS. THESE PLANS INCLUDE, BUT ARE NOT LIMITED TO WALKS, LANDINGS, RAMPS W/ RAILS, PARKING LOADING, PARKING STALLS AND SIGNS. THE EXISTING CONDITIONS MAY BE SUCH THAT THE GRADES WILL NOT ALLOW STRICT ADHERENCE TO 2% MAX SLOPE AT PARKING LOADING AND STALLS. THE EXISTING PARKING LOT WILL REMAIN AS IS EXCEPT FOR RESTRIPING OF OF THESE AND ADJACENT STALLS. (E) NON - CONFORMING STATUS TO APPLY

WALKWAY NOTES:

1. NEW WALKWAYS, COURTYARDS AND PLAY AREAS WILL COMPLY W/ 5% MAX SLOPE IN DIRECTION OF TRAVEL & 2% MAX CROSS-SLOPES (CBC 1133A)
2. HAVE MAXIMUM 1/2" CHANGES IN PAVING ELEVATION.
3. WALKWAYS ARE MINIMUM 48" WIDTH W/ SLOPES PER NOTE 1.
4. WHERE IT IS NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (i.e. 1:20) SHALL HAVE PEDESTRIAN RAMPS COMPLYING.
5. NEW DETECTABLE WARNING PAVING TO COMPLY (CBC 1133A).
6. EXTERIOR RAMPS, LANDINGS & DOOR ENCROACHMENT @ COMM CENTER SHALL COMPLY (CBC SECTION 1134A).
7. MAXIMUM 2 - 1/4" CHANGES IN ELEVATION @ COMM CENTER THRESHOLD & LANDING

LAYOUT PLAN NOTES

1. FIGURES SHOWN THUS: ALIGNMENT AND DIMENSIONS DENOTE COORDINATES POINTS AND INTERMEDIATE POINTS OR CONTROL TO BE USED FOR LAYOUT OF ALL IMPROVEMENTS SHOWN ON THESE PLANS. ALL TRANSITIONS OF P.C.C. WALKS, AND RAMPS SHALL BE CONSTRUCTED TO A STRAIGHT LINE. ALL ADJUSTMENTS OF THE "LAYOUT" SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEY AND LAYOUT WORK AND FOR RE-ESTABLISHING AND REPLACING POINTS LOST, DISTURBED OR DAMAGED DURING THE COURSE OF CONSTRUCTION OR OTHERWISE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE LOCATIONS OF ALL UTILITIES IN THE FIELD. LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION ON THIS PROJECT (PHONE: 800-227-2600).
4. ALL "LAYOUT" WORK SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO THE START OF ANY EXCAVATION.
5. LAYOUT FOR P.C.C. WALKS, CURBWALLS AND CURBS ARE ON THE SIDE SHOWN ON THE PLAN.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING ALL CONCRETE WORK USING FORM LUMBER AND STAKES STRONG ENOUGH AND AT INTERVALS TO ASSURE A STRAIGHT LINE. ALL FORM WORK MUST BE APPROVED BY THE ENGINEER PRIOR TO POURING OF ANY CONCRETE.
7. THIS PLAN SHOWS THE SCORING AND EXPANSION JOINT LAYOUT OF ALL CONCRETE FLAT WORK FOR THIS PROJECT. SCORING PATTERNS ARE RADIAL TO THE CURVE, EXCEPT WHERE SHOWN OTHERWISE. ALL LAYOUT WORK MUST BE APPROVED BY THE ENGINEER.
8. EXPANSION JOINT MATERIALS FOR ALL P.C.C. PAVEMENT SHALL BE 6" UNLESS SHOWN OTHERWISE. ALL EXPANSION JOINTS SHALL RECEIVE ASPHALT FELT JOINTS INSTALLED AT 24" MINIMUM INTERVALS, EXCEPT VOIDCARS & CAULKING TO MATCH CONCRETE COLOR. ALL SCORE LINES SHALL BE STRICK EVERY 8' UNLESS SHOWN OTHERWISE.
9. IN AREAS WHERE NEW CONCRETE IS JOINED WITH EXISTING CONCRETE, THE CONNECTION SHALL BE MADE AT THE NEAREST SCORE LINE OR EXPANSION JOINT.
10. CONCRETE SURFACES SHALL HAVE FINISHES TO MATCH EXISTING. SUBMIT SAMPLES TO ENGINEER FOR APPROVAL PRIOR TO BIDDING.
11. ALL EXISTING UTILITY BOXES, VAULTS, VALVE COVERS, AND HANDLES WITHIN THE AREA TO BE IMPROVED SHALL BE ADJUSTED TO THE NEW FINISH GRADE.



PROJECT CONDITIONS OF APPROVAL

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following conditions of approval are recommended (additional Planning Commission recommendations in italics):

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.

PLANNING AND BUILDING INSPECTION

P1. If the developer chooses to apply for building permit review concurrent with the entitlement process, they are allowed to do so at the developer's risk. The City shall not be responsible for any funds lost in processing of the building permit package, should the project change during the planning entitlement process.

P2. Obtain required permits and inspections from the Building Official and comply with the conditions thereof.

P3. Submit plans for final architectural review to the Planning Division and obtain architectural approval prior to issuance of building permits. Said plans shall include, but are not be limited to: site plans, floor plans, building elevations, landscaping, and lighting. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the City standards.

P4. Applicant is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P5. 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.

P6. All exterior lighting shall be shielded as needed to prevent spillover and glare effects on adjacent properties and users and shall apply with all applicable CLUP requirements.

P7. The applicant shall work with staff on an appropriate trim material.

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, 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. 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 events and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E4. Submit public improvement plans prepared in accordance with City Engineering Department procedures which provide for the installation of public improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E5. Construct driveways in the public right-of-way along property's Pomeroy and Quince frontages to City standard ST-9.

E6. Show and comply with City's driveway vision triangle requirements. Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways in order to allow an unobstructed view of oncoming traffic. Contact Traffic Engineering at (408) 615-3000 for further information.

E7. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage (Pomeroy Avenue and Quince Avenue) 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.

E8. Construct new 15" public storm drain main extension in Quince Avenue to serve development. Provide stub-out at upstream end of new main. Upgrade portion of existing 12" storm drain line to 15" to accommodate proposed main extension.

E9. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.

E10. Provide ADA walkway for all buildings to the public sidewalk.

E11. For current proposed 20 additional Apartment Units and 51 existing Apartment Units, the following minimum bicycle facilities shall be provided at the main entrance or high visible areas:

1. 24 Class I Bike Locker spaces for residents.

5 Class II Bike Rack spaces for guesses.

ELECTRICAL

EL1. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all 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 or 100 residential units 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. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

EL8. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

EL9. 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. Trees shall not be planted in PUE's or electric easements.

EL10. Any relocation of existing electric facilities shall be at Developer's expense.

EL11. Electric Load Increase fees may be applicable.

EL12. 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)).

EL13. Electrical improvements (including underground electrical conduits along frontage of 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)).

EL14. 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.

EL15. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-261-5469 to facilitate plan review.

WATER

W1. Prior to the issuance of Building or Grading Permits, the applicant must indicate the disposition of all existing water services on the plans. The applicant must properly abandon all existing water services on the property that will not be used per Water & Sewer Utilities standards.

W2. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the on-site public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities.

W3. Approved backflow prevention device(s) are required on all potable water services. Prior to City's issuance of Building Permits, the applicant shall submit plans showing the location of the approved backflow prevention device(s) to the satisfaction of the Director of Water & Sewer Utilities.

W4. Prior to issuance of Building Permits or commencement of site grading or construction, the applicant shall ensure that the existing water well or wells on the site have been sealed in accordance with the standards promulgated by Santa Clara Valley Water District and submit a copy of the Destruction Permit issued by District, indicating that the well or wells have been properly sealed, to the satisfaction of the Director of Water & Sewer Utilities.

W5. Prior to issuance of Building Permits, the applicant shall submit plans for independent water service to each individual parcel connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Additionally, different types of water use (domestic, irrigation, fire) shall be served by individual water services.

W6. The applicant shall bear the cost of any relocation of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W7. Prior to issuance of Building Permits, the applicant shall submit plans showing a clean out at the property line for each sanitary sewer lateral to the satisfaction of the Director of the Water & Sewer Utilities.

W8. Existing water services for the property must be upgraded with approved backflow preventers.

W9. The new proposed new FS must have Reduced Pressure Detector Assembly (RPDA).

W10. All water improvements for this development shall be paid for by the Owner.

FIRE

Occupancy Classifications:

F1. State the occupancy classification in accordance with the 2010 California Building Code for each building or areas.

Fire Department Emergency Access:

F2. Approved fire apparatus access roads (public/private) shall be established and maintained to within 150 feet of all exterior walls of any building.

F3. 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.

F4. Dead-end fire apparatus access roads that exceed 150-feet in length shall be provided with a 75-foot diameter vehicle turnaround or an approved hammerhead turnaround (incorporating the minimum 36-foot inside turning radius).

F5. Adjacent private emergency access roads from lands adjoining a property required to have access shall not be considered unless such access is designated as a "shared Emergency Access Easement" (E.A.E.). **Note: When parcels are subdivided, E.A.E. will most likely be required.**

F6. 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 (SCMFEC 511.1)

Water Supply:

F7. 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. 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. Also show the proposed fire service line with FDC, PIV and ASR.***

F8. When underground fire service mains are required, submit separate plans, fees and fire flow calculations to the Fire Department for separate review and permit. Each parcel or building may require separate fire service. (NOTE: Stamped and wet signed Civil drawings shall be submitted in conjunction with shop quality drawings by the installing "A" or "C-16" licensed contractor).

F9. Any development providing any combination of six (6) or more fire hydrants, fire sprinkler or standpipe services, shall not be served bay a dead end water main, but rather served by a looped service with two separate feeds containing fire department connections (FDCs), post indicator valves (PIVs) and private fire hydrants. When a FDC pressurizes fire service mains including private hydrants, the hydrant intended to be used by the fire department must be a hydrant directly connected to the public water main (i.e., a city hydrant). Each fire sprinkler system shall be provided with an independent FDC when the fire service main includes fire hydrants and sprinkler systems. The FDC and PIV shall be located on the street fronting each building. The FDC shall be located within 50 feet of a city (public) fire hydrant, plus on the same side of the road as the fire hydrant(s).

F10. Backflow preventer model and installation detail shall be approved by City of Santa Clara Water Department. Contact: (408) 615-2000. If property has a single fire service

connection to the City water main, typically a minimum Double-Check Detector Assembly (DCDA) backflow device is required. If property has more than one fire service connection to the City water main, typically the backflow device at each connection shall be a Reduced Pressure Detector Assembly (RPDA).

Required Fire Protections/ Detection Systems and Equipment:

F11. The new building shall be provided with automatic fire sprinklers. Sprinkler system installation for the new apartments shall be installed in accordance with NFPA 13 (not NFPA 13R), unless otherwise approved during the building permit plan review. At time of building permit application, state on the title sheet what type of sprinkler system will be required (NFPA 13 or 13R). If a sprinkler system is used for increases in height/stories/area allowable, etc., it shall be a NFPA 13 system

F12. An approved automatic sprinkler system in accordance with Section 903.1.1 shall be allowed to be substituted for 1-hour fire-resistance rated construction, provided such system is **not otherwise required by other provision of the code** or used for an allowable increase in accordance with Section 506.3 or an allowable height increase in accordance with Section 504.2. The 1-hour substitution for the fire resistance of exterior walls shall not be permitted (CBC Table 601, footnote d).

F13. An automatic fire sprinkler system is required for all **new** buildings that have a gross floor area in excess of 1,000 square feet (2010 SCMFEC 903.2). A separate Fire Department permit is required for the sprinkler system (*Sprinkler main drain test valves shall discharge to the sanitary sewer system (via an indirect connection) or shall discharge onto a landscape area of sufficient size.)*

F14. Standpipe System: When installing or modifying the Standpipe System, notify the installer (a licensed C-16 contractor) to apply for a "Standpipe System" permit. NOTE: A separate permit is not required when the standpipe system is combined with an automatic sprinkler system. Class I standpipe hose connections shall be provided in all of the following locations: a) In every required stairway, a hose connection at each floor level (not at the intermediate landings between floors), including the first floor b) On each side of the wall adjacent to the exit opening of a horizontal exit. Exceptions may apply. c) In every exit passageway, at the entrance from the exit passageway to other areas of a building. Exceptions may apply. 4) Where the roof has a slope less than four units vertical in 12 units horizontal (33.3 percent slope), each standpipe shall be provided with a hose connection located either on the roof or at the highest landing of a stairway with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes (CFC, 905.4). Additional standpipes may be required (AHJ & CFC, 905.1).

F15. In new residential buildings, smoke alarms shall be hardwired with battery backup and be located in accordance with CBC Section 907.2.11

F16. In existing residential buildings (GROUP R-3) and in residential buildings that undergo alterations, repairs or additions where a permit is required, smoke alarms may be solely battery operated. Smoke alarms shall be located in accordance with CBC Section 907.2.10.5.

F17. When in the opinion of the fire code official, a new structure obstructs the line of sight emergency radio communications to existing buildings or to any other locations, the developer of the structure shall provide and install the radio retransmission equipment necessary to restore communications capabilities. The equipment shall be located in an

approved space or area within the new structure. Refer to CFC, Appendix J and Section 510(SCMFEC, 510).

F18. A fire alarm system shall be provided in accordance with the Fire Code.

F19. **In all new Group R buildings**, an approved carbon monoxide alarm (with listing and approval from the Office of the State Fire Marshal) shall be installed in dwelling units and in sleeping units within which fuel-burning appliances are installed; and in dwelling units that have attached garages. The primary power source shall be from the building wiring from a commercial power source, and be equipped with battery back-up. Alarm wiring shall be directly connected to the permanent building wiring without a disconnecting switch other than as required for overcurrent protection (Exception: In existing dwelling units, a carbon monoxide alarm is permitted to be solely battery operated where repairs or alterations do not result in the removal of wall and ceiling finishes or there is no access by means of attic, basement or crawl space) (2010 CBC, 420.4). **Interconnection**: Where more than one carbon monoxide alarm is required to be installed within the dwelling unit or within a sleeping unit, the alarm shall be interconnected in a manner that activation of one alarm shall activate all of the alarms in the individual unit. (Exception: Interconnection is not required in existing dwelling units or within sleeping units where repairs do not result in the removal or wall and ceiling finishes, there is no access by means of attic, basement or crawl space, and no previous method for interconnection existed) (2010 CBC, 420.4.1.2).

F20. **Where a permit is required for alterations, repairs or additions exceeding $1,000, existing dwellings or sleeping units that have attached garages or fuel-burning appliances** shall be provided with a carbon monoxide alarm whose primary power source is from building wiring, and listed and approved by the Office of the State Fire Marshal. Carbon monoxide alarms shall only be required in the specific dwelling unit or sleeping unit for which the permit was obtained (2010 CBC, 420.4.2).

F21. **Installation locations of carbon monoxide alarms:** 1. Outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s). 2. On every level of a dwelling unit including basements. 3. For R-1 (i.e. hotels) only: On the ceiling of sleeping units with permanently installed fuel-burning appliances. NOTE: It is recommended to install "multi-purpose alarms" – Carbon monoxide alarms combined with smoke alarms, that are listed and approved by the Office of the State Fire Marshal.

Dumpster Storage:

F22. 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 (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.

Fire Safety During Construction:

F23. **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

Fire Department (Required on plans/ drawings at the time of application)

F24. **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.

F25. Prior to combustible materials being brought onto the site, approved fire apparatus access roads shall be constructed. These shall be capable of supporting the imposed fire apparatus load (75,000 lbs.) and have a FD approved all-weather driving surface.

F26. Construction materials shall not obstruct access roads, access to buildings, hydrants or fire appliances.

F27. 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.

F28. During construction of a building 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 accordance with California Fire Code and the Santa Clara Municipal Fire and Environmental Code.

F29. 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.

F30. 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 carport, parking areas and in all common pedestrian or landscaped areas of the development, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives. The illumination should be deployed in fixtures that are both weather and vandal resistant.

PD2. Provide a minimum average illumination of one-foot candle in carport, 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.

PD3. Address numbers of the individual units 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. Individual apartment numbers shall be a minimum of six (6) inches in height and a color contrasting to the background material and either visible from the street or from the center area of the project. Where multiple units/buildings occupy the same property, unit/building address shall be clearly visible.

PD4. The Developer shall meet the City's guidelines established for radio signal penetration, detailed in the Santa Clara Police Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the project description. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any Police communication or Police communication system.

PD5. The Developer shall provide enclosure fencing (trash area, utility equipment, etc.) that is either see-through or that has a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.

PD6. The Owner/Developer shall ensure that exterior elevators are see through for maximum visibility. The Owner/Developer shall ensure that all elevators are well lit and equipped with a security mirror to provide interior and exterior visibility prior to entry or exit.

PD7. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the Developer shall ensure that addresses are displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provides vehicular access, address numbers shall be clearly visible from that access.

PD8. 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.

PD9. Parking structures, including ramps, corners and entrances, should be illuminated at a minimum of an average of 5-foot candles at all hours by the Developer, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives.

PD10. The Developer should equip the parking structure/site with an emergency panic alarm system that reports to a central office and/or 9-1-1. If more than one button is installed, they should be placed no more than 100 ft. apart.

PD11. 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 the issuance of demolition or site grading permits, the Developer shall submit copy of complete landscape and automatic irrigation plans for review and comment by the City Arborist. Plans are to include all existing trees with 4" or larger diameter (measured 30" above ground) on development property and adjacent property if they may be impacted. Trees are to be correctly labeled with specie name and correctly plotted as to exact location on the plans. 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. The Developer shall supply and install City street trees per City specifications; spacing, specimen, and size (24-inch box minimum) to be determined by City Arborist.

ST3. 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.

ST4. No cutting of any part of private trees, as identified to remain on the tree preservation plan, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).

ST5. Applicant is advised to contact Street Department to obtain required tree removal permits in the event trees are removed. Please contact John Mendoza at 408-615-3080 to facilitate plan review.

ST6. Identified existing mature trees to be maintained. The Developer shall 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.

ST7. Landscaping shall be of the type and situated in locations to maximize visibility from the street while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and under vulnerable windows.

ST8. All trees, existing and proposed, must maintain minimum of ten (10) feet from any existing or proposed Water Department facilities. Existing trees that conflict must be removed by the Developer. Trees shall not be planted in water easements or public utility easements.

ST9. Prior to submitting any project for Street Department review, applicant shall provide a site plan showing all existing trees (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).

ST10. All landscaping and irrigation systems prepared by the Developer shall meet City standard specifications.

ST11. The Developer shall provide the Street Department with information regarding existing tree information and/or how trees are to be preserved. Applicant to coordinate with John Mendoza of the Street Department at 408-615-3080 prior to re-submittal.

ST12. The Developer shall obtain required permits and inspections from the Building Official and comply with the conditions thereof. If this project involves land area of 15,000 sq. ft. or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board 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 storm water pollution prevention plan is also required with the NOI.

ST13. An erosion control plan shall be prepared by the Developer 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.

ST14. All post construction structural controls shall require property owner to execute with City a Stormwater Treatment Measures Inspection and Maintenance Agreement.

ST15. The Developer shall ensure that decorative water features such as fountains and ponds are designed and constructed to drain to sanitary sewer only. No discharges allowed to storm drain.

ST16. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type.

ST17. The Developer shall provide trash enclosures, the location and design of which shall be approved by the Director of Planning and Inspection, prior to issuance of any building permits.

ST18. Commercial, industrial, and multi-family residential buildings must have enclosures for solid waste and recycling containers. The size and shape of the 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 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. Roofed enclosures with masonry walls and solid gates are the preferred design.

ST19. The applicant shall provide a site plan showing all proposed locations of solid waste containers, enclosure locations and street/alley widths to the Street Department.

ST20. 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\PLN2012-09587 555 Saratoga Ave (Rezoning)\PC\Exhibit CoA-ReZ.doc

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 8B

Santa Clara All-America City 2001

Date: February 4, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Public Hearing for a Second Dwelling Unit Project Located at 1277 Lafayette Street;
1. Adopt Resolution to Approve a Rezone from R1-6L-Single Family to PD-Planned Development, Subject to Conditions;
2. Make Determination that Project is Categorically Exempt from CEQA Under Guidelines 15301 (Class 1-Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures)

[PLN2013-10117]

EXECUTIVE SUMMARY:

The applicant is requesting a Rezoning from R1-6L-Single Family to PD-Planned Development to allow a new 547 square foot two car garage in addition to the existing one car garage, and to construct a new 639 square foot dwelling unit above the new two car garage. The proposal also includes a 375 square foot addition to the existing 1,565 square foot main residence.

On January 9, 2014, the Historical and Landmarks Commission (HLC) reviewed the proposed rezoning with a proposal to develop the second unit above the new two car garage and recommended that the City Council allow the addition to the main unit and the new two car garage. The Commission was not able to make a recommendation regarding the approval of the project as proposed due to the lack of a majority vote.

On January 15, 2014, the Planning Commission reviewed the proposal. It is a request for rezoning of the site to allow a new second unit on the property. The proposal (Development Plans A) involves a new two car garage with a second unit above it. An alternative proposal (Development Plans B) was presented at the Planning Commission hearing that indicated an at-grade one story second unit attached to the existing one car garage in the rear yard, and created an additional covered parking space attached to the main house. The Planning Commission voted to adopt a Resolution recommending that the City Council approve the Rezoning from R1-6L to PD in conformance with the Development Plans A, and subject to Conditions of Approval. However, should the City Council find that the one story alternative (Development Plans B) was more appropriate for this site, the Planning Commission indicated that they would also support this alternative.

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Sections 15301(e) (Class 1-Existing Facilities), in that the development proposes to expand an existing single family home and the expansion will not result in an increase of more than 50 percent of the floor area, and 15303(a) (Class 3-New Construction Or Conversion of Small Structures) in that the development proposes to construct a second dwelling unit on a single-family zoned lot in an urbanized area.

A notice of public hearing for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet of the project site.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this project would provide an opportunity for development of an additional dwelling unit on an existing single family lot which would provide adequate choices of housing tenure, type and location, and affordability. The proposed zone change would allow for intensification of the project site in a manner which is consistent with the existing historic fabric of the existing neighborhood and would therefore, conserve property values, protect or improve existing character and stability of area, and promote orderly development.

ECONOMIC/FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:

That the Council take the following actions for the second dwelling unit project located at 1277 Lafayette Street:

1. Adopt a Resolution to approve a Rezone of the property from R1-6L-Single Family to PD-Planned Development, subject to conditions; and,
2. Make determination that the project is Categorically Exempt from CEQA under Guidelines 15301 (Class 1-Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures).

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) ***City Council Resolution Rezoning from R1-6L to PD***
2) ***Conditions of Approval***
3) ***Planning Commission Meeting Excerpt Draft Minutes from the meeting 1/15/14***
4) ***Planning Commission Staff Report from the meeting 1/15/14***
5) ***Historical and Landmarks Commission Meeting Excerpt Draft Minutes from the meeting of 1/9/14***
6) ***Historical and Landmarks Commission Staff Report from the meeting of 1/9/14***
7) ***Correspondence as of 02/04/14***
8) ***Development Plans A***
9) ***Development Plan B***

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING A REZONING FROM R1-6L-SINGLE-FAMILY TO PD-PLANNED DEVELOPMENT TO ALLOW THE EXPANSION OF AN EXISTING SINGLE-FAMILY RESIDENCE AND CONSTRUCTION OF A NEW TWO-CAR GARAGE AND SECOND DWELLING UNIT AT 1277 LAFAYETTE STREET, SANTA CLARA

PLN2013-10117 (Rezoning)

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

WHEREAS, Salvatore Caruso ("Applicant") made an application for a rezoning of the current R1-6L zoning of an 0.14 acre site currently occupied by a single family dwelling unit, one car garage, and an accessory structure, located at 1277 Lafayette Street, Santa Clara ("Project Site");

WHEREAS, the Project Site is currently zoned as R1-6L (Single-Family);

WHEREAS, in order to implement the proposed development, the Project Site needs a rezoning to PD (Planned Development), to add 375.50 square feet to the main house, and a new two car garage with a new 639 square foot dwelling unit above it in the rear yard ("Project") as shown on the Development Plan, attached hereto as Exhibit "Development Plans A" and incorporated herein by this reference;

WHEREAS, the Project provides a total of three covered parking spaces on-site;

WHEREAS, the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000 *et seq.*, requires a public agency to evaluate the environmental impacts of a proposed project. CEQA contains a list of categorical exemptions for projects that are not required to undergo environmental evaluation. CEQA Guidelines Sections 15301 establishes a "Class 1" exemption for an expansion to an existing facility provided such expansion does not result in an increase of more than 50 percent of the floor area. Guidelines Section 15303 establishes a "Class

3" exemption for new construction or conversion of small structures, including the addition of a second dwelling unit to a residential property and the construction of accessory structures such as garages;

WHEREAS, the proposal was reviewed by the Historical and Landmarks Commission at a duly noticed public meeting January 9, 2014, at which the Commission recommended approval of the addition to the main house and the development of the new two car garage in the rear, without the second dwelling unit above the garage. The Commission was not able to make a recommendation on the project as proposed (which would have included the second dwelling unit) due to lack of a majority vote;

WHEREAS, the Planning Commission held a duly noticed hearing on January 15, 2014 to consider the rezoning application and forwarded the Project to the City Council with a recommendation of approval;

WHEREAS, the Planning Commission also supported a one story version of the proposed project as shown on the alternate Development Plan, attached hereto as Exhibit "Development Plans B" and incorporated herein by this reference, should the City Council find that proposal to be a more appropriate development on the Project Site;

WHEREAS, the notice of public hearing for this item was posted at three conspicuous locations within 300 feet of the Project Site and was mailed to property owners within a 300 feet radius of the Project Site; and,

WHEREAS, the City Council conducted a duly noticed public hearing on February 25, 2014, during which the Council invited and considered any and all verbal and written testimony offered in favor of or in opposition to the Project.

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 rezones the Project Site, shown on Exhibit "Development Plans" and conditioned in Exhibit "Conditions of Approval", attached hereto and incorporated by this reference, to facilitate the development of a new 547 square foot two car garage, a new 639 square foot dwelling unit above it, and 375 square foot addition to the main house on the Project Site.

3. That the City Council determines that a rezoning is appropriate for the Project Site and that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable, in that the existing zoning does not allow development of a second dwelling unit on the Project Site. Moreover, the proposed second unit is located over a new two car garage at a maximum height of 25 feet and at a five foot distance from the rear property line. The proposal also includes an increase in the allowable lot coverage from 40 percent to 43 percent. A rezone of the property is required to allow the development as currently proposed.

B. The proposed zone change will conserve property values; protect or improve the existing character and stability of the area in question; and will promote the orderly and beneficial development of such area, in that the proposed zone change would allow development of a second unit which would provide adequate choices of housing tenure, type, location, and affordability. The proposed project is designed in a manner to be consistent with the existing principal house on the property and respectful of the privacy of the nearby single-family

neighbors. The proposed zone change is also consistent with the 2010-2035 General Plan given that Discretionary Use Policies 5.5.1-P1 and 5.3.2-P5 allow residentially designated properties given that one-half acre in size to have a density of up to one range higher that the base density for infill development and second dwelling units, if the Project complies with General Plan policies on transition and neighborhood compatibility. Here the addition of the accessory unit and intensification of the Project Site would be consistent with the General Plan transition policies and would be compatible with the surrounding residential neighborhood.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City, in that the proposed zone change would create an opportunity to provide affordable housing in close proximity to support services and within half a mile of a transit thoroughfare (El Camino Real).

D. The proposed zone change would allow imaginative planning and design concepts to be utilized for what would otherwise be restricted in other zoning districts, in that the proposed zone change would allow for an addition to the existing single family home and allow the development of a new second dwelling unit in a manner that is consistent with the main house, protective of the neighbors' privacy and respectful for historic fabric of the neighborhood surrounding the Project Site.

4. That the City Council hereby finds that approving a rezoning for a 375 square foot addition to the main house and the construction of a 639 square foot dwelling unit above a new two car garage in the rear yard falls within the Class 1 exemption established by CEQA Guidelines Section 15301 and the Class 3 CEQA exemption established by CEQA Guidelines Section 15303 because the proposal includes an addition to an existing single family residence,

construction of an accessory building, and construction of a new second dwelling unit on the property in a residential zone located in an urbanized area.

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 A
3. Development Plans B

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Conditions of Approval
1277 Lafayette Street

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.

PLANNING AND BUILDING INSPECTION

P1. 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 against the City by reason of its approval of developer's project.

P2. Submit plans for final architectural review to the Architectural Review Committee and obtain architectural approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, and lighting.

P3. Developer is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P4. Identified existing mature trees to be maintained. 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.

P5. Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.

P6. 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.

P7. New residential fireplaces shall comply with the City's adopted Wood-Burning Appliances Ordinance (Municipal Code Chapter 15-65). Existing wood burning appliances may be retained, repaired or replaced in accordance with the Ordinance.

P8. 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.

P9. Applicant shall design the non-egress windows of the new dwelling unit such that the bottom sash of the windows is fixed (non-operable) with obscure glass which allowing the top ash be operable with clear glass to allow air and light into the unit.

ENGINEERING

E1. Obtain site clearance through Engineering Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees including the reimbursement for El Camino Real widening improvements. 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, 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.

ELECTRICAL

EL1. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads.

EL2. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.

EL3. Electric service shall be overhead. See Electric Department Rules and Regulations for available services.

EL4. Overhead services shall be installed per City of Santa Clara Electric Department standard OH-550, MS-G6, and MS-G7 latest revision.

EL5. 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).

EL6. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside.

EL7. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities.

EL8. Any relocation of existing electric facilities shall be at Developer's expense.

EL9. Electric Load Increase fees may be applicable.

EL10. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-261-5469 to facilitate plan review.

WATER

W1. All on-site fire hydrants shall be part of a private system.

W2. All on-site water distribution facilities shall be private and shall be maintained by owner or property owner's association. Water needs shall be served by a master meter(s) at the public street right-of-way.

W3. All on-site water distribution facilities shall be private and shall be maintained by owner. Water needs shall be served by individual meter(s) at the public street right-of-way.

W4. Upon completion of construction, Developer shall provide Water and Sewer Utilities and the property owners' association "as-built" drawings, prepared by a registered civil engineer, of the private, on-site utility infrastructure.

W5. Water and sewer service shall be independent, that is, the said property shall not be connected to lines from the adjacent properties unless approved by the City Building Official.

W6. All on-site water distribution facilities shall be private and shall be maintained by owner. Subject to the approval of the Director of Water and Sewer Utilities, water needs may be served through individual meters or master meter(s) at the public street right-of-way.

W7. Landscaping irrigation water needs shall be provided by a separate water service if the total landscaped area exceeds 2,500 square feet.

W8. Landscape irrigation water shall be provided by a separate water service(s). Irrigation system shall be designed and constructed in compliance with City's Rules and Regulations for recycled water use.

W9. The California Regional Water Quality Control Board has ordered that a maximum limit be imposed on the amount of treated wastewater, which can be discharged to South San Francisco Bay by the San Jose/Santa Clara Water Pollution Control Plant ("Plant"). Issuance of a building permit to implement this land use development approval may be delayed if the City has reached its' remaining allocated discharge capacity in the Plant prior to issuance of the building permit.

W10. Developer is advised that adequate plumbing must be designed and installed for the proposed development and the affected building, or reduced residual water pressure may be experienced due to added water demand.

W11. All trees, existing and proposed, must maintain a minimum of ten (10) feet from any existing or proposed Water and Sewer Department facilities.

W12. Any relocation of existing Water Department facilities shall be at Developer's expense.

W13. Developer shall provide adequate information regarding how water will be served to the new dwelling.

FIRE

Required Fire Protections/ Detection Systems and Equipment:

F1. For conversion from apartments to condos, or vice versa, the requirements for sprinkler, alarms, etc., shall meet all current code requirements.

F2. In new residential buildings, smoke alarms shall be hardwired with battery backup and be located in accordance with CBC Section 907.2.11

F3. In existing residential buildings (GROUP R-3) and in residential buildings that undergo alterations, repairs or additions where a permit is required, smoke alarms may be solely battery operated. Smoke alarms shall be located in accordance with CBC Section 907.2.10.5.

F4. **In all new Group R buildings**, an approved carbon monoxide alarm (with listing and approval from the Office of the State Fire Marshal) shall be installed in dwelling units and in sleeping units within which fuel-burning appliances are installed; and in dwelling units that have attached garages. The primary power source shall be from the building wiring from a commercial power source, and be equipped with battery back-up. Alarm wiring shall be directly connected to the permanent building wiring without a disconnecting switch other than as required for overcurrent protection (Exception: In existing dwelling units, a carbon monoxide alarm is permitted to be solely battery operated where repairs or alterations do not result in the removal of wall and ceiling finishes or there is no access by means of attic, basement or crawl space) (2010 CBC, 420.4). **Interconnection**: Where more than one carbon monoxide alarm is required to be installed within the dwelling unit or within a sleeping unit, the alarm shall be interconnected in a manner that activation of one alarm shall activate all of the alarms in the individual unit. (Exception: Interconnection is not required in existing dwelling units or within sleeping units where repairs do not result in the removal or wall and ceiling finishes, there is no access by means of attic, basement or crawl space, and no previous method for interconnection existed) (2010 CBC, 420.4.1.2).

F5. **Where a permit is required for alterations, repairs or additions exceeding $1,000, existing dwellings or sleeping units that have attached garages or fuel-burning appliances** shall be provided with a carbon monoxide alarm whose primary power source is from building wiring, and listed and approved by the Office of the State Fire

Marshal. Carbon monoxide alarms shall only be required in the specific dwelling unit or sleeping unit for which the permit was obtained (2010 CBC, 420.4.2).

F6. **Installation locations of carbon monoxide alarms:** 1. Outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s). 2. On every level of a dwelling unit including basements. 3. For R-1 (i.e. hotels) only: On the ceiling of sleeping units with permanently installed fuel-burning appliances. NOTE: It is recommended to install "multi-purpose alarms" – Carbon monoxide alarms combined with smoke alarms, that are listed and approved by the Office of the State Fire Marshal.

Dumpster Storage:

F7. 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 (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.

Fire Safety During Construction:

F8. **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

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Planning Commission Draft Excerpt Minutes of January 15, 2014

8.A.	**File No.(s):**	**PLN2013-10117**
	Address/APN:	1277 Lafayette Street/APN: 269-16-063
	Applicant/Owner:	Salvatore Caruso
	Request:	**Rezone** from R1-6L (Single Family) to PD (Planned Development) zoning to facilitate the construction of a second dwelling unit over a two car garage on a 6,500 square foot lot
	CEQA Determination:	Categorical Exemption per Section 15301, Class 1, Existing Facilities and 15303, Class 3 New Construction or Conversion of Small Structures
	Project Planner:	Payal Bhagat, Assistant Planner II
	Staff Recommendation:	**Recommend City Council Approval, subject to conditions**

Notice: The notice of public hearing for Item 8.A. was posted and mailed to property owners within 300 feet of the project site.

Discussion: Gloria Sciara gave a brief presentation on the project.

The Commission clarified the actions taken at the January 9, 2014, Historical and Landmarks Commission meeting.

The Commission discussed the parking requirements and the general number of two-story homes in the neighborhood of the project site.

The Commission discussed the proposal and the zoning standards that are applicable to the current R1-6L zoning. It was noted that several elements of the proposal do not conform to standard R1-6L zoning; however, the proposal is unique in that it is proposing two primary residences rather than an accessory structure.

The applicant, Sal Caruso, stated that the driveway of the project site has a legal reciprocal property agreement between the two property owners. Mr. Caruso presented two proposals, the first being a two-story proposal that was included in the Staff Report, and the other being a newly drawn one-story proposal that came as a result of discussion at the Historical and Landmarks Commission (HLC) meeting.

The Commission noted that the one-story proposal had not previously been reviewed by the HLC, staff, or members of the Planning Commission. Staff confirmed that the HLC did not request the revised proposal to come back for a subsequent meeting on the project.

The Commission inquired if the size of either the primary or secondary unit could be modified to achieve the setback requirements set forth in the R1-6L zoning. The applicant stated that the secondary unit is only 600 square feet and could not reasonably be reduced and did not want the size of the primary unit to be altered.

The Public Hearing was opened.

Sarah Doty, Santa Clara resident, stated that the description of the HLC meeting was not accurate in that the HLC indicated the intensification of property did have an impact on the neighborhood's historic resources. Ms. Doty added that parking and is a problem on Lexington Street and that the proposal does not meet the intent of the neighborhood.

The applicant, Sal Caruso, noted in a rebuttal statement that the proposal does comply with the General Plan and that zoning law allows this density. Mr. Caruso added that the driveway is 18 feet wide, which is wider than most Old Quad driveways, and accommodates more vehicles. Mr. Caruso stated that the project improves the current conditions with more parking, more yard space, and adds a small guest unit.

The Public Hearing was closed.

The Commission discussed the differences between a residence and an accessory unit, and using Planned Development (PD) zoning versus granting a Variance. Staff noted that while four parking spaces would normally be required, due to the small size of the secondary house, Staff has determined that a total of three parking spaces would be sufficient for the proposal. Staff also noted that the discretionary policy in the General Plan allows projects to move up or down one density level, meaning the proposal could use either Low Density or Very Low Density.

The Commission deliberated on the two proposals presented at the meeting, expressing concern for using PD zoning to waive many zoning standards. The Commission noted that properties in the Old Quad neighborhoods have many unique constraints and that making modifications to properties without the use of PD zoning is very difficult.

The Commission confirmed that the project, if approved by City Council, would be forwarded to the Architectural Committee for final design review.

A motion to approve the rezone using the original two-story proposal was made and discussed. It was noted that the project was noticed as a two-story proposal and that the Commission should continue the project if the desire was to move forward with the one-story proposal. It was also noted that Condition P 10 includes consideration of an alternate design. The motion was amended to include a recommendation that the Council consider both the two-story and one-story proposals.

Motion/Action: The Commission motioned to adopt a resolution recommending that the City Council approve the rezone of the property located at 1277 Lafayette Street from R1-6L (Single Family) to PD (Planned Development) (4-2-1-0, Chahal and Ikezi dissenting, Sweeney absent) with the following added recommendation:

1) That the Council consider both the two-story and one-story proposals.

Planning Commission

STAFF REPORT

Meeting Date: 01/15/14

Agenda Item # 1.A.

Planning and Inspection Department
City of Santa Clara, California

File:	PLN2013-10117
Location:	1277 Lafayette, a 0.14 acre parcel located approximately 50 foot south east from the intersection of Harrison Street and Lafayette Street. APN: 269-16-063.
Applicant:	Salvatore Caruso
Owner:	Eugene Korsunsly
Subject:	Rezone from R1-6L (Single-Family) to PD (Planned Development) to allow a 375 square foot addition to the main house and construct a 639 square foot second unit above a new two car garage in the rear yard.
CEQA Determination:	Categorically Exempt per CEQA Guidelines Sections 15301 (Class 1-Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures)
Project Planner:	Payal Bhagat, 408-615-2450, PBhagat@santaclaraca.gov

EXECUTIVE SUMMARY:

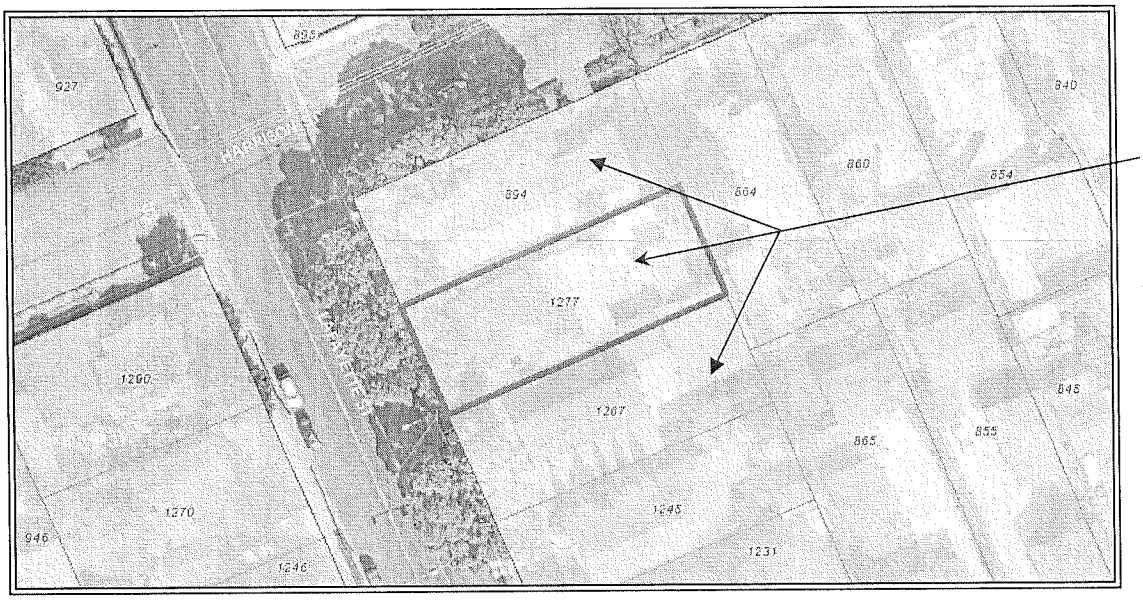
The applicant is requesting a Rezone from R1-6L (Single-Family) to PD (Planned Development) to allow the development of a new 547 square foot two car garage, and a new 639 square foot dwelling unit above the new two car garage. The existing lot is 6,500 square foot in area and has a 1,565 square foot main residence with a proposal for a 375 square foot addition and a legal non-conforming one car garage located at zero lot line along the north-eastern portion of the property. The project includes demolition of existing accessory structures in the rear yard.

Project Data

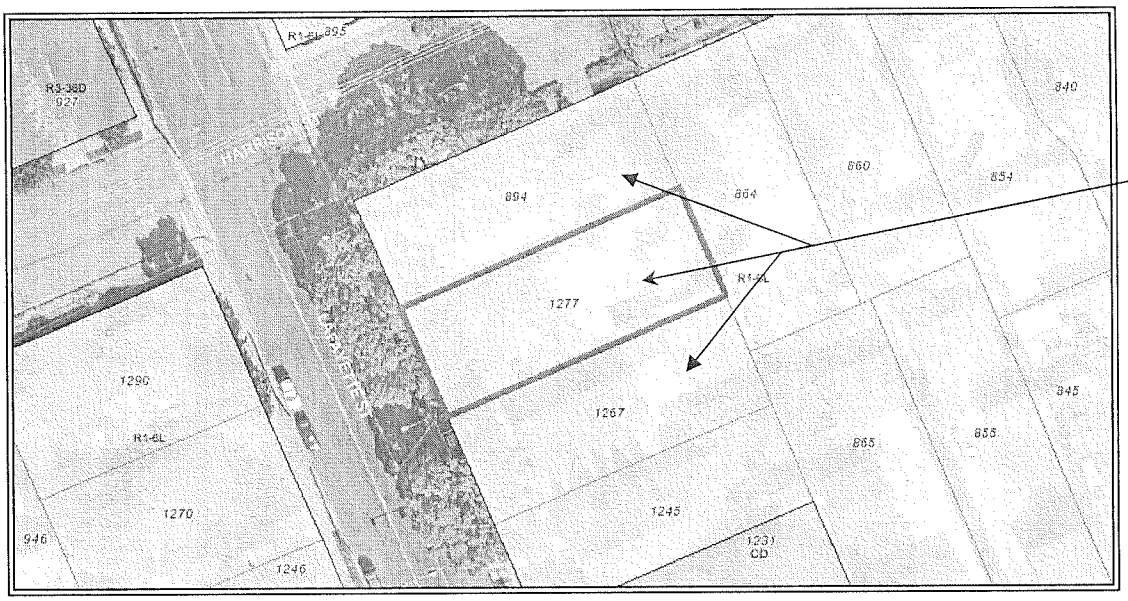
	Existing	Proposed
General Plan Designation	Very Low Density Residential	Same
Zoning District	R1-6L (Single-Family)	PD (Planned Development)
Land Use	Single Family Residence	Same
Lot Size	6,500 square foot	Same
Lot Coverage	29%	43%
Building Square Footage (sf.)	1,894 sq.ft.	2,816.50 sq.ft.
Parking	1	3

Site Location and Context

Surrounding Land Uses: The project site is bounded by Lafayette Street to the west and single family dwelling units to the north, south, and east. The General Plan land use of the properties surrounding the project site allow residential densities up to ten units per gross acre. Development is typically single-family in scale and character. The zoning of properties surrounding the project site is intended to allow single family, private garages and accessory buildings, and home based businesses.



General Plan Map



Zoning Map

Background

Previous Permits: The site was developed in 1951 with a single family residence and a one car garage in the back. Since then minor improvements have been done to the project site which include addition of a patio cover, construction of a shed in the rear yard, and installation of new windows. The property has always been used as a single family residence.

Project Analysis

Project Description: The project site currently is developed with a 1,565 square foot single family residence with accessory structure and 329 square foot one car garage in the rear yard. The project is to add 375 square foot to the main house making it a five bedroom/three bathroom home. The proposed addition to the main house is one story and towards the rear of the structure. The addition will not be visible from the street. The addition is consistent with the existing single family residence's architectural style and roof lines and will match the house with respect to use of materials.

The project also includes development of a new two car 547 square foot garage that is proposed to be located five feet from the rear property lines, five feet from the existing one car garage and 11' 4"away from the north property line. The applicant is proposing a 639 square foot second unit on the top of the garage. Since the new second unit sits on top of the new two car garage, it will be partially visible from Lafayette Street. However, because the structure would be setback approximately 99 feet from the public right-of-way, the proposed new unit should not impact the existing streetscape of the neighborhood and surrounding historically significant properties. The unit is designed similar to the accessory dwelling unit standards outlined in Santa Clara City Code Section 18.12.030(d). The second unit consists of one bedroom, living room and kitchen. It is designed with simple roof lines and in an architectural style consistent with the main house. The unit is designed such that the living spaces are set back at least 10 feet away from the adjacent residences. The windows of the unit face the accessory structures of the adjacent properties, and therefore do not impede on neighborhood privacy. Moreover, non-egress windows are either clearstory to allow light and air or have an obscured bottom half to ascertain that neighbor privacy is maintained. The project is conditioned to make the bottom sash of the non-egress windows obscure and fixed to allow only the top sash to be operable. The proposed new unit is set back 5 feet from the rear property line allowing sufficient private yard space between the main unit and the second unit.

The proposal also includes a request for increased lot coverage from the allowable 40 percent to 43 percent. Since the subject property is 6,500 square feet in area and the Santa Clara City Code requires a 7,000 square foot size to allow an accessory dwelling unit, the proposed rezoning is to facilitate the development of the additional unit on the property in a manner that is compatible with the adjacent neighborhood and the historic fabric surrounding the project site.

The proposal was reviewed by the Historical and Landmarks Commission at a regular Historical and Landmarks Commission meeting on January 9, 2014. The Commission expressed concerns regarding the proposed zone change from R1-6L to PD, intensification of the project site, potential traffic and parking demand, and the height of the second unit. The Commission was not able to make a recommendation regarding the approval of the project as proposed due to the lack of a majority vote. But, the Commission recommended approval of the addition to the main unit and the new two car garage without rezoning the property. Should the Planning Commission have concerns with the 25 foot height of the second dwelling unit, the applicant is willing to redesign the project to accommodate a single story second dwelling unit after the rezoning of the project site is approved. The project is conditioned to require that the revised proposal be reviewed and approved by the Architectural Review Committee prior to issuance of building permits.

Environmental Determination: The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Sections 15301(e) (Class 1-Existing Facilities), in that the development proposes to expand an existing single family home and the expansion will not result in

an increase of more than 50 percent of the floor area, and 15303(a) (Class 3-New Construction Or Conversion of Small Structures) in that the development proposes to construct a second dwelling unit on a single-family zoned lot in an urbanized area.

Neighborhood Compatibility: The project is designed to minimize impacts to the Old Quad around it. The addition to the main house is done towards the rear of the property, and is not visible from the street. The second unit is designed in keeping with the intent of the accessory dwelling unit standards outlined in Santa Clara City Code Section 18.12.030(d) and is limited in size. The windows of the second unit are located such that they face the accessory structures located on the adjacent single family lots. Moreover, non-egress windows are either clear story to allow light and air or have an obscured bottom half to ensure that neighbor privacy is maintained. The project is conditioned to make the bottom sash of the non-egress windows obscured and fixed to allow only the top sash to be operable. Therefore the second unit as it is currently designed does not impede the neighbor's privacy. Moreover, the two story structure is set back significantly away from the public right-of-way, and tucked in behind the primary residence. Therefore the streetscape is largely preserved.

General Plan and Zoning Conformance: The existing General Plan designation is Very Low Density Residential. This General Plan designation allows a range of development densities from 0 to 10 units per acre typically found in single-family neighborhoods. While the project proposes a density that exceed this range, the property is under one-half acre and is, therefore, subject to the Discretionary Use Policy (5.5.1-P1), which allows consideration at a higher density range when consistent with other General Plan policies and provisions.

The proposal is consistent with the following Residential Land Use Policies of the General Plan:

- 5.3.2-P5 allows development of second units in single-family neighborhoods, provided that the development complies with the General Plan Transition policies and that it is compatible with surrounding neighborhoods, which this project supports as it provides an opportunity for a variety of housing options within the community and it is designed in a manner that is protective of the neighbor's privacy.

- P.3.2-P11 requires that new development maintain the existing character and integrity of established neighborhoods through infill development that is in keeping with the scale, mass and setbacks of existing or planned adjacent development, which this proposal supports as the proposed development is located towards the rear of the property and the project design and height is in keeping with the scale and mass of neighboring properties.

The project is consistent with the following Discretionary Use Policies of the General Plan:

- 5.5.1-P1 allows residentially designated properties under one-half acre in size to have an alternate density of up to one range higher or lower than the classification shown on the General Plan Land Use Diagrams in order to facilitate infill development, which this project supports as the project site is under half an acre in size and an alternate density of up to one range higher would allow the additional unit on the project site and permit intensification of the site.

Circulation and Parking: Since the project is proposing to add a new unit on the property, Santa Clara City Code 18.12.120(a) requires a minimum of four total covered parking spaces on site. The project site has one garage parking space currently, and is proposing to add a new two car garage. Since the new unit is designed

in keeping the intent of the accessory dwelling unit standards outlined in Santa Clara City Code Section 18.12.030(d), it is reasonable that only one parking space will be needed to support the proposed additional unit. Therefore, staff finds that sufficient parking is provided to support the proposed use of the site. All parking spaces are accessible from the already established ingress and egress parking easement located along the north eastern property line.

Public Contact

Public Notices and Comments: On January 2, 2014, the notice of public hearing for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet of the project site. No public comments have been received at the time of preparation of this staff report.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this project would provide an opportunity for an additional dwelling unit on an existing single family lot which would provide adequate choices of housing tenure, type and location, and affordability. The proposed zone change would allow for intensification of the project site in a manner which is consistent with the existing historic fabric of the existing neighborhood and would therefore, conserve property values, protect or improve existing character and stability of area, and promote orderly development.

RECOMMENDATION:

That the Planning Commission adopt a Resolution recommending that the City Council approve the Rezone from R1-6L (Single-Family) to PD (Planned Development) to allow a 375 square foot addition to the main house and construct a 639 square foot second unit above a new two car garage in the rear yard.

Documents Related to this Report:

1) ***Resolution Recommending City Council Approval of the Rezoning from R1-6L to PD***
2) ***Conditions of Approval***
3) ***Historical and Landmarks Commission Staff Report for the meeting of 1/9/14***
4) ***Correspondence as of 1/8/14***
5) ***Development Plans***

I:\PLANNING\2014\Project Files Active - 2014\PLN2013-10117 1277 Lafayette Street (R1-6L to PD Rezone)\PC\PC Staff Report 1277 Lafayett St.doc

HLC Meeting Excerpt Draft Minutes from the meeting of 1/9/14

8.B.	File No.(s):	**PLN2013-10117**
	Location:	1277 Lafayette Street, a 6,500 square foot site located approximately fifty feet south east from the intersection of Harrison Street and Lafayette Street; APN: 269-16-063; Property is zoned Single-Family (R1-6L)
	Applicant/Owner:	Salvatore Caruso/Eugene Korsunsly
	Request:	**Design Review** of a 375 square foot addition to the main structure and construction of a 639 square foot dwelling unit above a new two car garage in the rear yard
	CEQA Determination:	Categorical Exemption per CEQA Section 15303, New Construction
	Project Planner:	Payal Bhagat, Assistant Planner II
	Staff Recommendation:	**Recommend Approval, subject to conditions**

Notice: The notice of public meeting for these items was posted within 300 feet of the site and was mailed to property owners within 300 feet.

Discussion:
Ms. Bhagat gave a brief presentation of the project. The Commission reviewed a letter in opposition to the proposed change to Planned Development zoning from Shirley Odou dated January 9, 2014. Craig Mineweaser, AIA, the Volunteer Architectural Advisor to the HLC commented that a variance is a better application process for these types of projects. He commented that the addition to the rear of the residence is not visible. He also noted that impacts to the streetscape are limited since the two story unit above the garage is located at the back of the lot. Mr. Sal Caruso explained that the Planning Application for a rezone to Planned Development is necessary due to the limitations of the Single Family zoning district. Mr. Caruso presented photos of the existing residence and noted that the existing large fig tree in the back yard will be replaced with a medium size tree.

The public comment period was opened. Ms. Judy Tucker commented that parking is limited on Lafayette Street. She noted concerns over the number of bedrooms proposed and the possible use of the property as student housing. Ms. Sarah Doty noted that backing out on Lafayette Street is dangerous. The pubic comment period was closed.

Commissioner Mahan noted the proposed intensification of the lot and the possible use of the student housing will have an impact to the surrounding properties. She noted her concerns over parking impacts upon the neighborhood. Commissioner Standifer concurred and noted the need to preserve the Old Quad. Commissioner Hyams discussed the efforts to protect the single family residential neighborhood in the Old Quad and commented on City policies adopted with GP Amendment #34 back in 1994. Commissioner Luckinbill stated that he was concerned with parking, however, the matter should be addressed by the Planning Commission and City Council. Commissioner Johns noted concerns over the use of the Planned Development instead of pursuing the proposal as a variance application. He then noted that under a variance application the project might not be supported.

The Commission discussed the concerns over parking, number of bedrooms and student housing. Mr. Sal Caruso noted that cars can turn around on the lot and there is no need to back out onto Lafayette Street.

The Commission re-opened the public comment period. Ms. Judy Tucker noted concerns over the amount of hardscape being proposed. She has seen in the Old Quad reduction of open space in back yards. Ms. Sarah Doty spoke on the need to be sensitive to Old Quad residents that have decided to maintain the use of properties single family residences. She also noted her concerns over possible parking impacts to surrounding neighborhood. Mr. James Rowen commented Santa Clara University is the oldest resident in the Old Quad. He commented that houses should be allowed to be allowed to build taller and larger where there are no impacts to surrounding properties. Mr. Sal Caruso responded that the concrete surface area is less than 50% of the improved area and referred to drawings. The pubic comment period was closed.

Motion/Action:
It was moved by Commissioner Luckinbill, seconded by Commissioner Hyams and was carried (5-0-0-2, Motyka and McKee absent) to recommend approval of the addition to the rear of the main house.

It was moved by Commissioner Luckinbill, seconded by Commissioner Johns and was carried (4-1-0-2, Standifer opposed, Motyka and McKee absent) to recommend approval of the addition to the rear of the main house and construction of the two car garage.

It was moved by Commissioner Johns, seconded by Commissioner Hyams and was lost (2-3-0-2, Johns and Luckinbill in favor, Hyams, Mahan and Standifer opposed, Motyka and McKee absent) to recommend approval of the addition to the rear of the main house, construction of the dwelling unit above the new two car garage.

I:\PLANNING\2014\Project Files Active - 2014\PLN2013-10117 1277 Lafayette Street (R1-6L to PD Rezone)\CC\Draft HLC Summary for 1277 Lafayette St.doc

Historical & Landmarks Commission Staff Report – January 9, 2014

Agenda Item # 8.B.

File:	**PLN2013-10117**
Location:	1277 Lafayette Street, a 6,500 square foot site located approximately fifty foot south east from the intersection of Harrison Street and Lafayette Street (APN: 269-16-063). Property is zoned Single-Family (R1-6L).
Applicant/Owner:	Salvatore Caruso/Eugene Korsunsly
Request:	**Design Review** of 375 square foot addition to the main structure and construct a 639 square foot dwelling unit above a new two car garage in the rear yard
CEQA Determination:	Categorically Exempt per CEQA Section 15303
Project Planner:	Payal Bhagat, Assistant Planner II

Recommendation: **Recommend Approval,** subject to conditions

PROJECT DESCRIPTION

The project involves development of a 375 square foot one story addition to the main house, a new 547 square foot two car garage, and a new 639 square foot second dwelling unit above the new two car garage. The maximum height of the second unit will be 25 feet. Because the subject property is located within the area of historic sensitivity, the proposed project is being referred to the Historical and Landmarks Commission for design review.

The Planning Commission and City Council will consider the proposal to rezone of the property from Single-Family (R1-6L) to Planned Development (PD). As this property adjoins three historically significant property to the north-east (side), the Historical and Landmarks Commission is required to consider and make recommendations on the compatibility of the project design as it relates to the historic context of the neighboring properties.

BACKGROUND

The project site was developed in 1951 with a modern infill ranch style single family residence and a one car garage in the back. Since then minor improvements have been done to the site which includes, addition of a patio cover, shed in the rear yard, and installation of new windows. The property has always been used as a single family residence.

ANALYSIS

An aspect of design review by staff and the Historical and Landmarks Commission is to evaluate the proposal in terms of its impact to the surrounding historical context of the neighborhood. The project site does not contain structures that are historically or architecturally significant; however an adjacent three residences to the north-east (1267 Lafayette Street, 1245 Lafayette Street, and 1231 Lafayette Street) is on the City's Architecturally Historically Significant Properties List. The properties located at 1245 and 1267 Lafayette Street are Craftsman Bungalow and the property at 1231 Lafayette Street is Modified Queen Anne. The Department of Parks and Recreation forms for all three properties is attached to this report.

The project site shares a zero lot line garage located at the north-eastern rear property line and an approximate 17 foot wide ingress and egress easement used for accessing garages on both properties with the historic property located at 1267 Lafayette Street. The other two historically significant properties are located approximately 70 feet south east from the project site and do not share property lines with the project site. Since the proposed new dwelling unit and garage is

located adjacent to the existing garage and located close to the rear yard, that addition does not impact the integrity of the neighboring historic structure. Also, the addition to the main house is done consistent with its existing character and materials. As such, staff finds the proposed project is consistent with General Plan Land Use Designation of the site in that the massing, height, setback, and articulation of the proposed second dwelling unit is well integrated with the existing neighborhood to promote a compatible development pattern consistent with exiting streetscape around the site.

Staff finds the proposal's site design, massing, scale, architectural style, building height, location, treatment of windows is compatible with neighboring residential properties. The proposed development would partially be visible from Lafayette Street and will not be visible from Harrison Street. The proposed second unit is located towards the rear yard adjacent to the garage structure of the historic property. The proposed height of the garage and second unit structure is 25 feet. Moreover, the size of the unit is comparable to that of an secondary dwelling unit (640 square foot). The window of the proposed second story unit are oriented in a manner such that they look out to the adjacent properties accessory structures. Moreover, non-egress windows are either clear story to allow light and air or have obscure bottom half so that neighbor privacy is maintained. The project is conditioned to make the bottom sash of the non-egress windows obscure and fixed only to allowing the top sash to be operable.

Environmental Determination

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15303, Class 3 New Construction Or Conversion of Small Structures in that the development proposes to expand an existing single family home and an additional unit on a single-family zoned lot in an urbanized area.

Public Notices and Comments

The notice of public meeting for this item was posted at three locations within 300 feet of the project site and was mailed to property owners within 300 feet of the project site. No public comments have been received at the time of preparation of this report.

STAFF FINDINGS AND RECOMMENDATIONS

Staff recommends that the Historical and Landmarks Commission find that the project as currently proposed does not significantly impact the integrity of the existing neighboring historic structures, and is compatible with the context of surrounding properties; and, therefore, recommend approval for the proposed project design to the Planning Commission and City Council.

The applicant shall be required to submit plans to the Architectural Review Committee for final architectural review, and obtain approval prior to issuance of the Building Permits.

DOCUMENTS RELATED TO THIS REPORT:

1) Department of Parks and Recreation form for 1267 Lafayette Street, 1245 Lafayette Street, and 1231 Lafayette Street
2) Conditions of Approval
3) Applicant's Statement of Justification
4) Development Plans

I:\PLANNING\2014\Project Files Active - 2014\PLN2013-10117 1277 Lafayette Street (R1-6L to PD Rezone)\HLC\HLC SR 1277 Lafayette Street.doc

CORRESPONDENCE AS OF 02/04/14

SALVATORE CARUSO
DESIGN CORPORATION

December 6, 2013

Lafayette Secondary Dwelling Unit
1277 Lafayette St
Santa Clara, California

Letter of Justification

We are applying for an accessory dwelling unit on a 6,500 sf. lot. We are complying with the City of Santa Clara zoning for the secondary dwelling unit of max. 640 sf in area. The parking is provided for the main house and the secondary dwelling unit with 3 covered garage spaces.

This proposal fits the context of the neighborhood.

The proposal is to add approximately 375 sq.ft of area to the existing main house and a secondary unit of 640 sq.ft to comply with the allowable area of a secondary dwelling unit.

We look forward to your support and approval of a PD zoning.

Thank you.

Sincerely,

Salvatore Caruso, AIA
Salvatore Caruso Design Corporation

RECEIVED
DEC 0 9 2013
BUILDING INSPECTION DIVISION
CITY OF SANTA CLARA

980 El Camino Real Suite 200, Santa Clara, Ca 95050
TELEPHONE (408) 998-4087λFACSIMILE (408) 998-4088

RECEIVED
JAN 09 2014
PLANNING DIVISION

January 8, 2014

Kevin Riley
Director of Planning
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Mr. Riley:

I am writing in opposition to the proposed change in zoning from single family (R-1) to Planned Development for the property located at 1277 Lafayette Street (APN: 269-16-063), file number PLN2013-10117. The property owner is Salvatore Caruso.

In the early 1990s, our home owner's association worked very diligently to change the existing Old Quad zoning, which allowed multiple-family dwellings to sprout up in our area intermixed with single family homes, to R-1. We were supported in that effort both by the planning commission and the city council at the time. The purpose of seeking the change was, not only to achieve consistency in zoning and property usage, but also to address the myriad problems associated with higher density housing. These problems include, but are not limited to, parking and traffic.

To allow planned development to be used as a way of building more units on a property now zoned R-1 is to nullify the change in the 1990s General Plan, not to mention to disregard the will of the people in the Old Quad as reflected in our efforts to bring about that change. Granting the property owner's request for zoning change will be precedent setting so that any time a property owner in the future wants to build additional rental units that individual need only look to re-zoning from R-1 to planned development as a way of subverting the zoning ordinance now in place.

If the property owner is seeking to make changes on his/her property that are not consistent with current city law, then the owner should use the variance option. When granting such variances, the planning department and the planning commission should take into consideration the necessity for the owner's seeking the variance and evaluate the effect of such changes on the surrounding neighborhood. The variance option, which, if allowed, could still increase density, but it would not overturn the zoning designation that was adopted in the Old Quad area in the 1990s General Plan.

Please do not grant the property owner's request for re-zoning from R-1 to Planned Development at 1277 Lafayette Street.

Sincerely,
Shirley Odou

1231 Lafayette Street,
Santa Clara, CA 95050

DEVELOPMENT PLANS A

Lafayette Residence

1277 Lafayette St
Santa Clara, CA 95050

APPLICABLE CODES

PART 1.0, CALIFORNIA ADMINISTRATIVE CODE
PART 2.0, 2010 CALIFORNIA BUILDING CODE (CBC)
PART 2.5, 2010 CALIFORNIA RESIDENTIAL CODE (CRC)
PART 3.0, 2010 CALIFORNIA ELECTRIC CODE (CEC)
PART 4.0, 2010 CALIFORNIA MECHANICAL CODE (CMC)
PART 5.0, 2010 CALIFORNIA PLUMBING CODE
PART 6.0, 2010 CALIFORNIA ENERGY CODE
PART 9.0, 2010 CALIFORNIA FIRE CODE
PART 11.0, 2010 CALIFORNIA GREEN BUILDING STANDARDS CODE

THE APPLICABLE CODES ARE AS AMENDED BY THE STATE OF **CALIFORNIA** AND THE TOWN OF **SANTA CLARA**

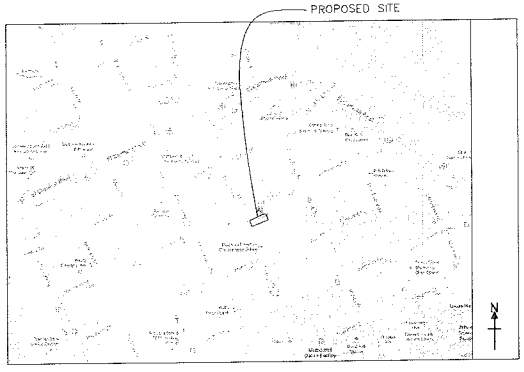
PROJECT DESCRIPTION

ADDITION OF A 375.50 S.F FIRST FLOOR TO THE MAIN HOUSE.

ADDITION OF A 2 CAR GARAGE AND A 639 SF SECONDARY UNIT ABOVE

DESIGN PROFESSIONALS

ARCHITECT:
SALVATORE CARUSO DESIGN CORPORATION
980 EL CAMINO REAL, SUITE 200
SANTA CLARA, CA 95050
PHONE: (408) 998-4087
FAX: (408) 998-4088



VICINITY MAP

PROJECT DATA

PROPERTY	APN NO.	AREA (S.F.)	ACRES
PARCEL	269-16-063	6,500 SF	0.1492

ZONING	R1
TYPE OF CONSTRUCTION	V-B
OCCUPANCY	R-3/U
<E> HOUSE FIRE SPRINKELERED	NO
PROPOSED SECONDARY DWELLING FIRE SPRINKELERED	YES
FLOOR AREA CALCULATION:	
<E> HOUSE FLOOR AREA:	1,565.00 SF
<E> GARAGE AREA:	329.00 SF
<N> ADDITION TO <E> HOUSE:	375.50 SF
TOTAL BUILDING AREA:	1,940.50 SF
<N> GARAGE AREA:	547.00 SF
<N> SECONDARY UNIT	639.00 SF
<N> TOTAL BUILDING AREA:	1,186.00 SF
LOT COVERAGE CALCULATION:	
TOTAL BUILDING FOOTPRINT: (1940.5+375.5+547)	2,816.50 SF
TOTAL LOT COVERAGE:	43%

SHEET INDEX

ARCHITECTURAL DETAILS

A0.1 COVER SHEET
A1.1 EXISTING AND PROPOSED SITE PLAN
A2.1 EXISTING FLOOR PLAN/DEMO PLAN & ROOF PLAN
A2.2 PROPOSED FLOOR PLAN & ROOF PLAN
A2.3 PROPOSED SECONDARY UNIT FLOOR PLAN
A3.1 EXISTING ELEVATIONS
A3.2 PROPOSED ELEVATIONS
A3.3 PROPOSED SECONDARY UNIT ELEVATIONS
1 TOPO MAP

SCDC
ARCHITECTURE
INTERIOR DESIGN
SALVATORE CARUSO
DESIGN CORPORATION
980 EL CAMINO REAL, # 200, SANTA CLARA, CA 95050
TEL. No (408) 998-4087 • FAX. No (408) 998-4088

PROJECT :
Lafayette
1277 Lafayette St.
Santa Clara, CA 95050

GENERAL NOTES :
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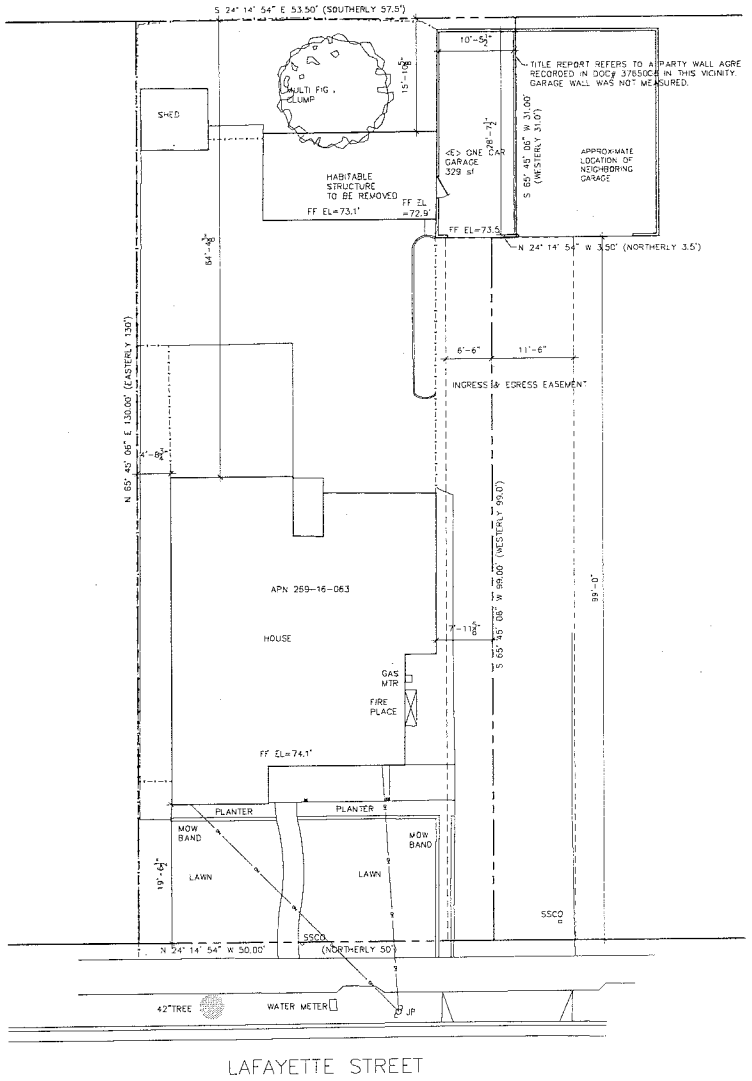
SHEET NAME :
COVER SHEET

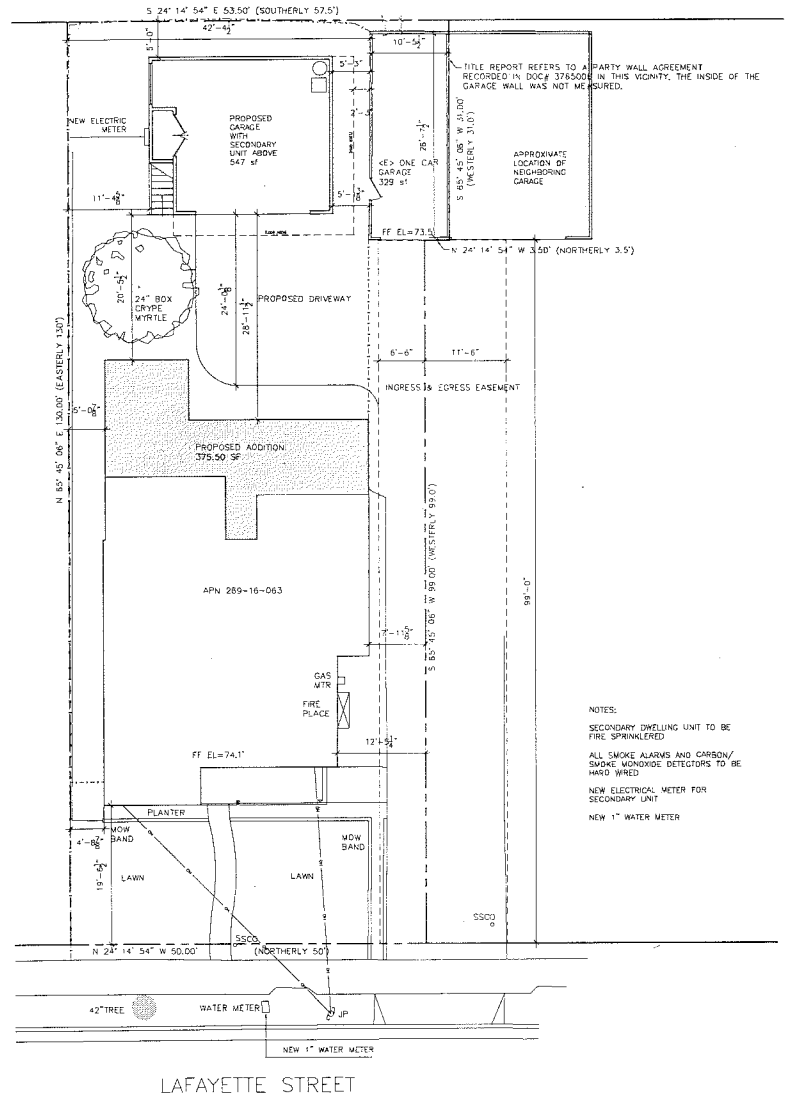
REVISIONS	BY

DRAWN:
CHECKED:
DATE: 10/11/2013
SCALE: NONE
JOB No.: 13.02.09
SHEET No.:
A0.1
SHEETS IN SET



2 EXISTING/DEMO SITE PLAN

SCALE: 1/8"=1'-0"



NOTES:

SECONDARY DWELLING UNIT TO BE FIRE SPRINKLERED

ALL SMOKE ALARMS AND CARBON/ SMOKE MONOXIDE DETECTORS TO BE HARD WIRED

NEW ELECTRICAL METER FOR SECONDARY UNIT

NEW 1" WATER METER

1 PROPOSED SITE PLAN

SCALE: 1/8"=1'-0"

SCDC
ARCHITECTURE INTERIOR DESIGN
SALVATORE CARUSO DESIGN CORPORATION
440 EL CAMINO REAL #206, SANTA CLARA, CA 95050
TEL No. (408) 983-8087 • FAX No. (408) 984-4089

PROJECT :

Lafayette

1277 Lafayette St.
Santa Clara, CA 95050

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SHEET NAME :

SITE PLAN

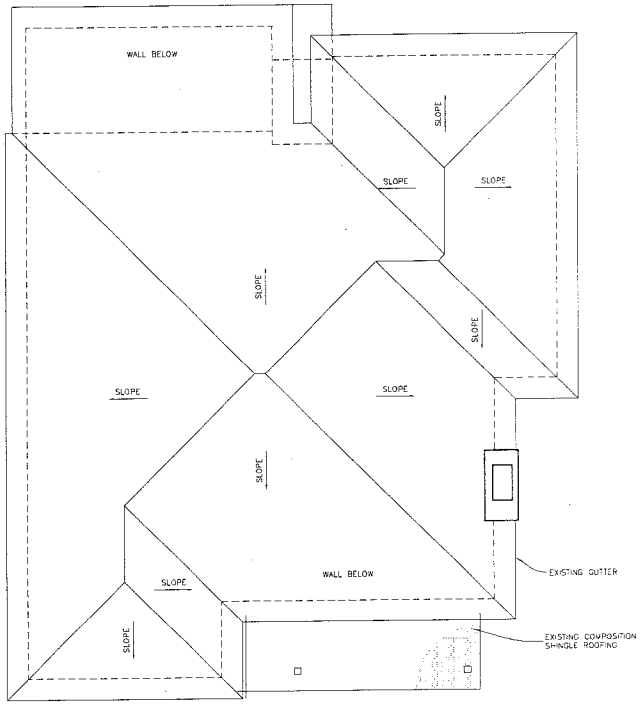
REVISIONS	BY

DRAWN:	XIRK
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/8" = 1'-0"
JOB No.:	13.02.09

SHEET No.:

A1.1

SHEETS IN SET



2 EXISTING ROOF PLAN

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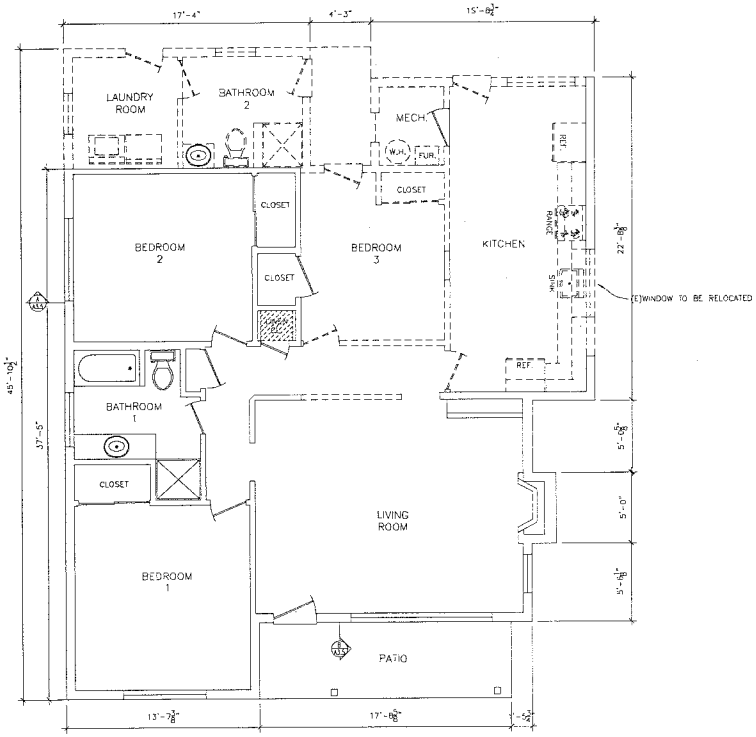

1 EXISTING/DEMO FLOOR PLAN

SCALE: 1/4"=1'-0"

WALL LEGEND:

- EXISTING WALL TO REMAIN.
- EXISTING WALL TO BE REMOVED.

GENERAL DEMO NOTE:
ALL EXISTING CONDITIONS, WALLS, FIXTURES, DOORS AND WINDOWS, CONTRACTOR TO FIELD VERIFY ALL THE EXISTING DIMENSIONS AS NEEDED.

SCDC
ARCHITECTURE INTERIOR DESIGN
SALVATORE CARUSO DESIGN CORPORATION
980 EL CAMINO REAL # 270, SANTA CLARA, CA 95050
TEL. No. (408) 996-4067 • FAX. No. (408) 996-2088

PROJECT :

Lafayette

1277 Lafayette St
Santa Clara, CA 95050

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SHEET NAME :

EXISTING
FLOOR PLAN
DEMO PLAN

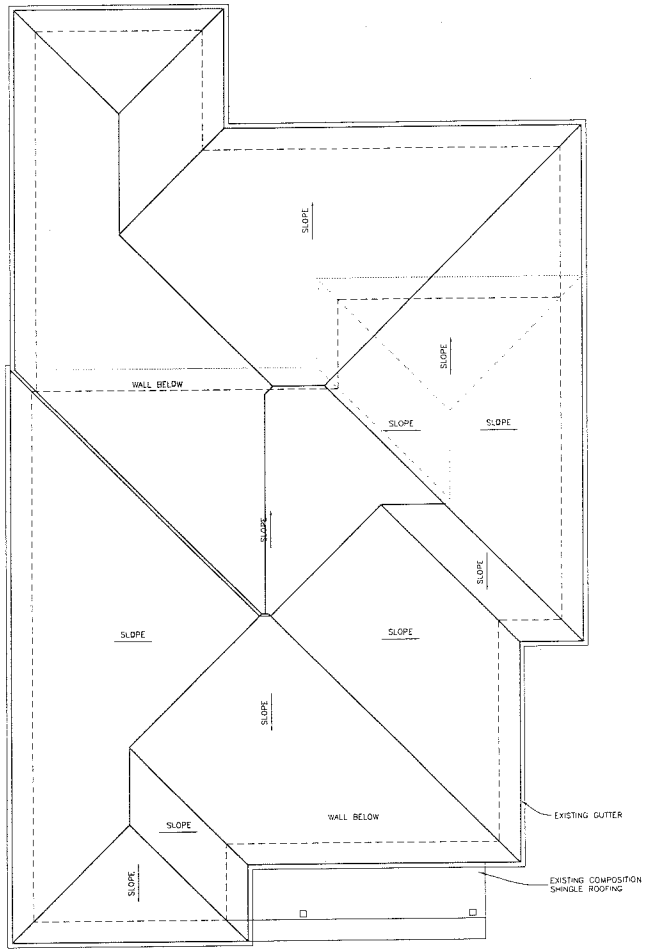
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4" = 1'-0"
JOB No.:	13.02.09

SHEET No.:

A2.1

SHEETS IN SET



2 PROPOSED ROOF PLAN

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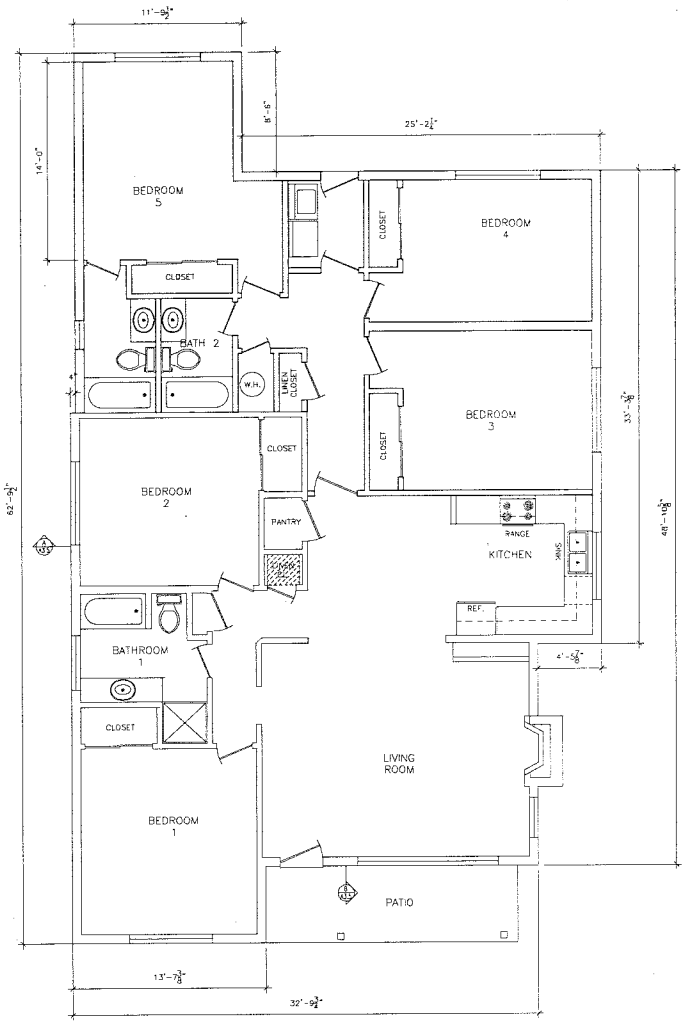

1 PROPOSED FLOOR PLAN

SCALE: 1/4"=1'-0"

WALL LEGEND:

- EXISTING WALL TO REMAIN.
- EXISTING WALL TO BE REMOVED.

GENERAL DEMO NOTE:
ALL EXISTING CONDITIONS, WALLS, FIXTURES, DOORS AND WINDOWS, CONTRACTOR TO FIELD VERIFY ALL THE EXISTING DIMENSIONS AS NEEDED. PLEASE VERIFY ALL DIMENSIONS ON SITE.

SCDC
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INTERIOR DESIGN
SALVATORE CARUSO
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960 EL CAMINO REAL, # 306, SANTA CLARA, CA 95050
TEL. No. (408) 996-4067 • FAX. No. (408) 995-2080

PROJECT :

Lafayette

1277 Lafayette St
Santa Clara, CA 95050

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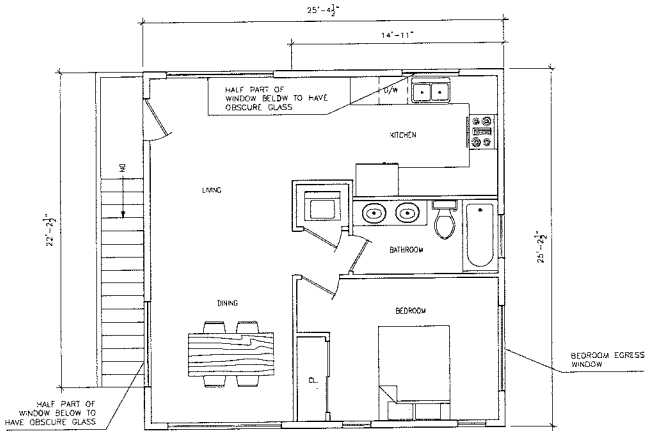
SHEET NAME :

PROPOSED
FLOOR PLAN

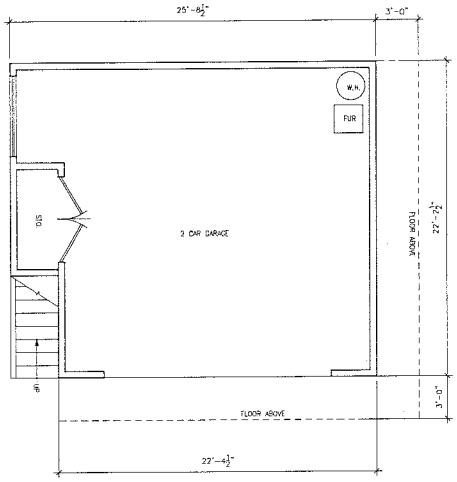
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4" = 1'-0"
JOB No.:	13.02.09
SHEET No.:	A2.2
SHEETS IN SET	



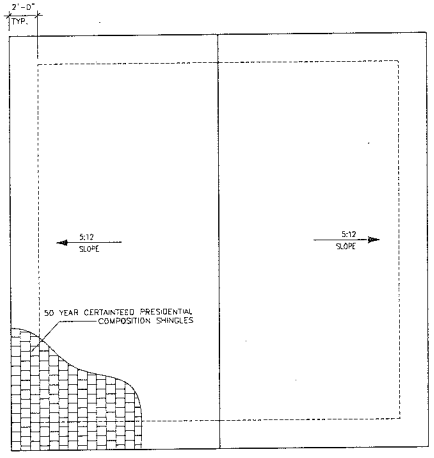
PROPOSED SECOND FLOOR PLAN
SECONDARY UNIT

SCALE: 1/8"=1'-0"



PROPOSED FIRST FLOOR PLAN
SECONDARY UNIT

SCALE: 1/8"=1'-0"



PROPOSED SECOND FLOOR PLAN
SECONDARY UNIT

SCALE: 1/8"=1'-0"

NOTE:

SECONDARY DWELLING UNIT SHALL BE FIRE SPRINKELERED

ALL NEW SMOKE ALARMS AND CARBON MONOXIDE DETECTORS SHALL BE HARD WIRED

SCDC
ARCHITECTURE
INTERIOR DESIGN
SALVATORE CARUSO
DESIGN CORPORATION
980 EL CAMINO REAL #200, SANTA CLARA, CA 95050
TEL. No. (408) 998-8087 • FAX. No. (408) 998-8095

PROJECT :

Lafayette

1277 Lafayette St
Santa Clara, CA 95050

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SHEET NAME :
PROPOSED FLOOR PLANS – SECONDARY UNIT

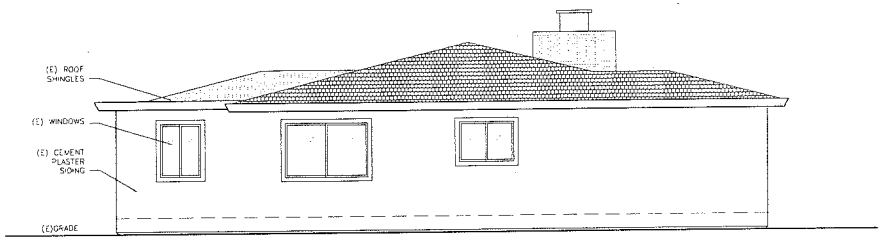
REVISIONS	BY

DRAWN:	KIRK
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/8" = 1'-0"
JOB No.:	13.02.09

SHEET No.:

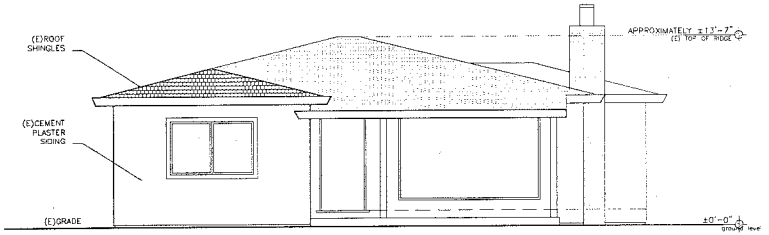
A2.3

SHEETS IN SET



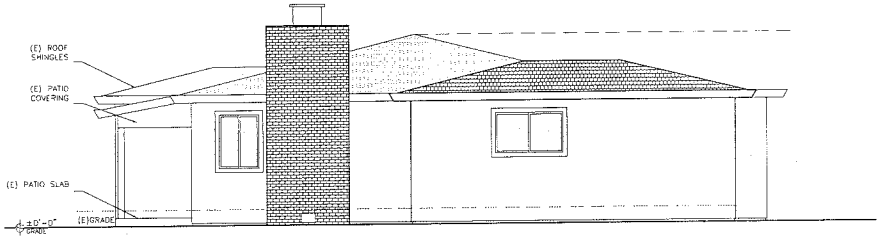
1 SIDE ELEVATION

SCALE: 1/4"=1'-0"



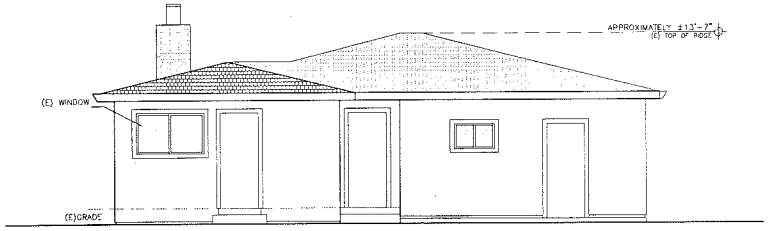
2 FRONT ELEVATION
LAFAYETTE

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION

SCALE: 1/4"=1'-0"



4 REAR ELEVATION

SCALE: 1/4"=1'-0"

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DESIGN CORPORATION
950 EL CAMINO REAL # 200, SANTA CLARA, CA 95050
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PROJECT :

Lafayette

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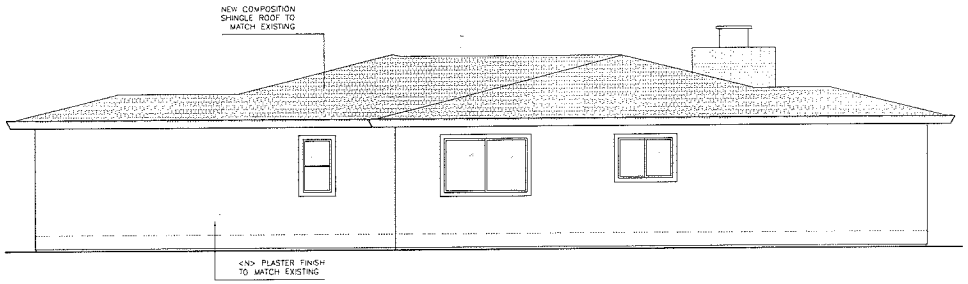
SHEET NAME :

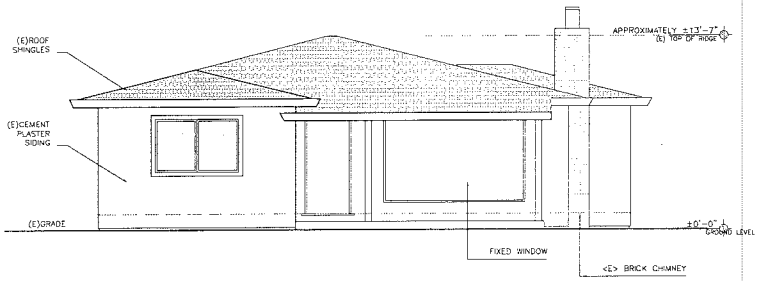
EXISTING ELEVATION

REVISIONS	BY

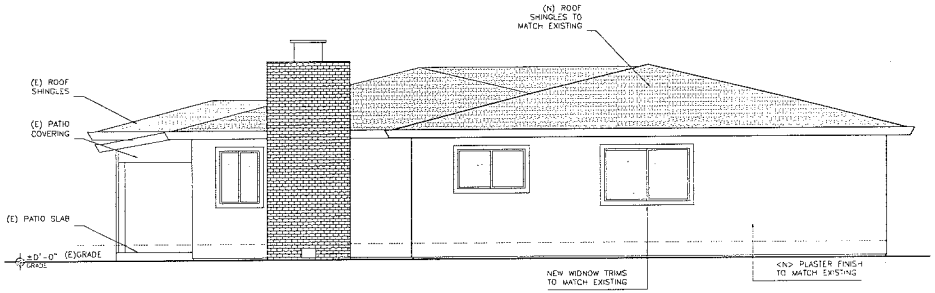
DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4"=1'-0"
JOB No.:	13.02.09
SHEET No.:	A3.1
SHEETS IN SET	



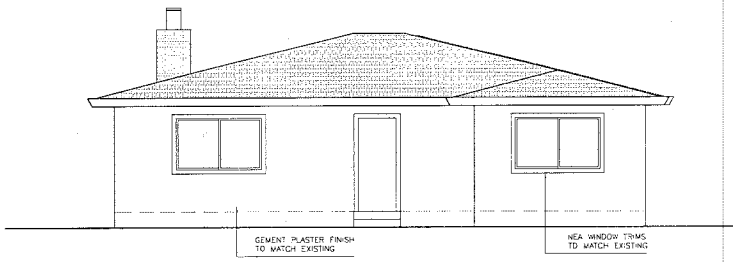
1 SIDE ELEVATION SCALE: 1/4"=1'-0"



2 FRONT ELEVATION EXISTING SCALE: 1/4"=1'-0"



3 SIDE ELEVATION SCALE: 1/4"=1'-0"



4 REAR ELEVATION SCALE: 1/4"=1'-0"

NEW ADDITION FINISHES TO MATCH EXISTING FINISHES OF MAIN HOUSE

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950 EL CAMINO REAL #200, SANTA CLARA, CA 95050
TEL. No. (408) 999-4067 • FAX. No. (408) 999-4098

PROJECT :

Lafayette

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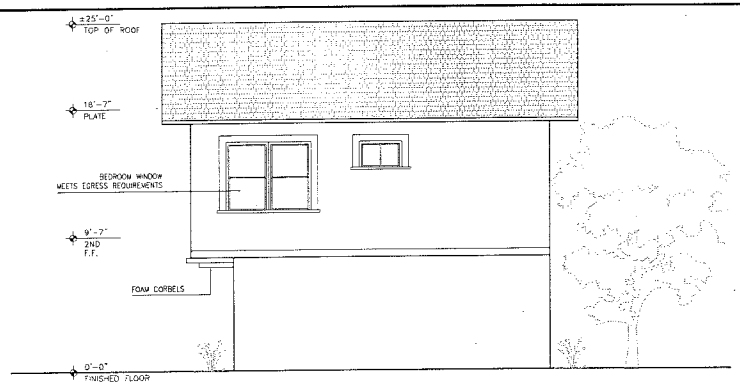
SHEET NAME :

PROPOSED ELEVATION

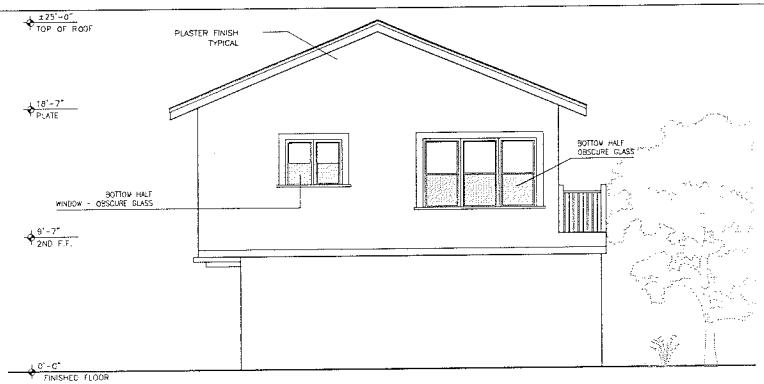
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4"=1'-0"
JOB No.:	13.02.09
SHEET No.:	A3.2
SHEETS IN SET	



SIDE ELEVATION

SCALE : 1/4"=1'-0"

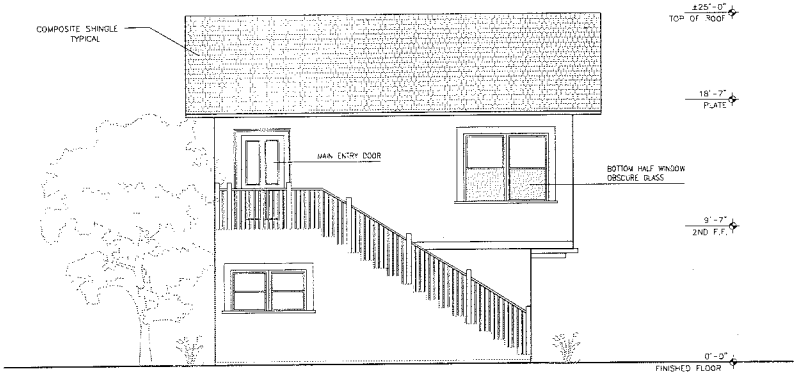


REAR ELEVATION

SCALE : 1/4"=1'-0"

FRONT ELEVATION

SCALE : 1/4"=1'-0"



SIDE ELEVATION

SCALE : 1/4"=1'-0"

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DESIGN CORPORATION
460 EL CAMINO REAL, #200, SANTA CLARA, CA 95050
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PROJECT :

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SHEET NAME :

SECONDARY UNIT
ELEVATIONS

REVISIONS	BY

DRAWN:

CHECKED:

DATE: 10/11/2013

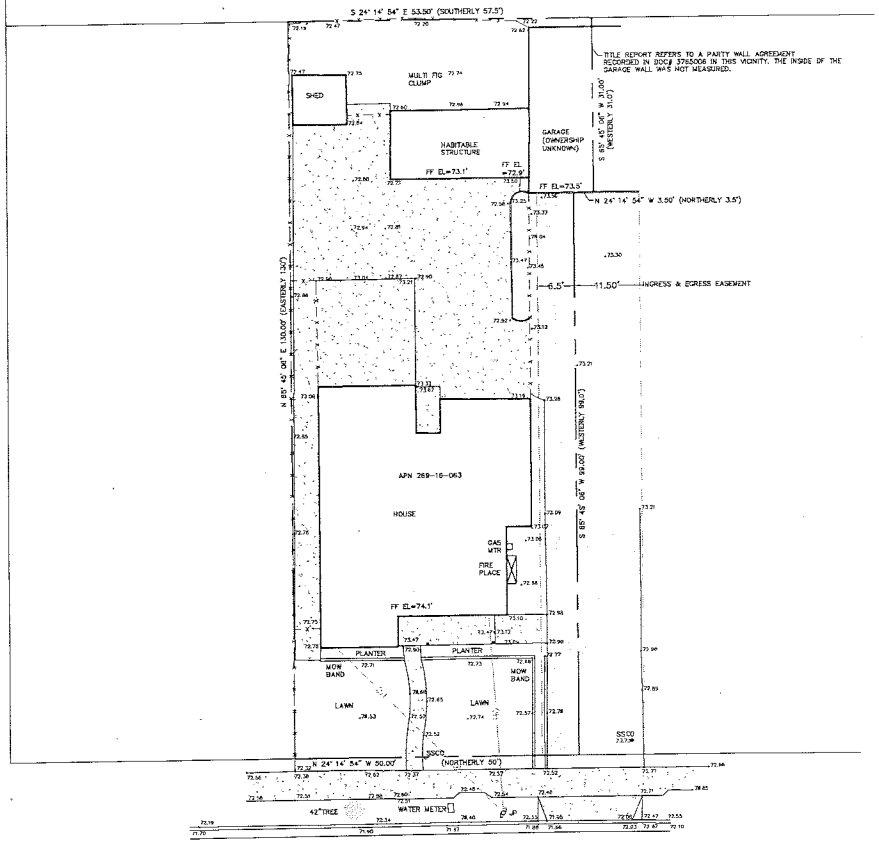
SCALE: 1/4"=1'-0"

JOB No.: 13.02.09

SHEET No.:

A3.3

SHEETS IN SET



HARRISON STREET

LAFAYETTE STREET

ELEVATION DATUM

ELEVATIONS WERE DERIVED USING AN GPS OBSERVATION AND ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE NORTHEAST LINE OF LAFAYETTE STREET AS SHOWN ON THAT MAP FILED IN BOOK 825 OF MAPS AT PAGE 17, SANTA CLARA COUNTY RECORDS AND ESTABLISHED BETWEEN FOUND MONUMENTS

NORTH 24° 14' 54" WEST

NOTES

THE LEGAL DESCRIPTION IN THE TITLE REPORT SEEMS TO HAVE AN ERROR/TYPO ON THE DISTANCE FOR THE COURSE CORRESPONDING TO THE BACK PROPERTY LINE. THE DISTANCE OF 53.5 FEET IS RECITED IN PREVIOUSLY RECORDED DEEDS, SPECIFICALLY THE DOCUMENT RECORDED ON FEBRUARY 18, 1970 AS DOCUMENT NUMBER 3765006 IN BOOK 8832 AT PAGES 121 THRU 124, INSTEAD OF THE 57.5 FEET WHICH IS SHOWN IN THE TITLE REPORT.

REFERENCES

(A) B-M-104

(B) 825-M-7

(C) DOC# 19122164

LICENSED LAND SURVEYOR JEAN-PAUL HAPPEE 8807 STATE OF CALIFORNIA

JEAN-PAUL HAPPEE, PLS 8807

SCALE

(IN FEET)
1 inch = 10 ft.

ALPHA LAND SURVEYS			
4444 SCOTTS VALLEY DR. #6 SCOTTS VALLEY, CA 95066 (831) 438-4453	P.O. BOX 1146 MORGAN HILL, CA 95038 (831) 438-4453	TOPOGRAPHIC MAP OF 1277 LAFAYETTE STREET CITY OF SANTA CLARA SANTA CLARA COUNTY	SHEET 1 OF ONE
1 INCH = 10 FEET	DATE: 10/29/13		

DEVELOPMENT PLANS B

Lafayette Residence

1277 Lafayette St
Santa Clara, CA 95050

APPLICABLE CODES

PART 1.0.	CALIFORNIA ADMINISTRATIVE CODE
PART 2.0.	2013 CALIFORNIA BUILDING CODE (CBC)
PART 2.5.	2013 CALIFORNIA RESIDENTIAL CODE (CRC)
PART 3.0.	2013 CALIFORNIA ELECTRIC CODE (CEC)
PART 4.0.	2013 CALIFORNIA MECHANICAL CODE (CMC)
PART 5.0.	2013 CALIFORNIA PLUMBING CODE
PART 6.0.	2010 CALIFORNIA ENERGY CODE
PART 9.0.	2013 CALIFORNIA FIRE CODE
PART 11.0.	2013 CALIFORNIA GREEN BUILDING STANDARDS CODE

THE APPLICABLE CODES ARE AS AMENDED BY THE STATE OF **CALIFORNIA** AND THE TOWN OF **SANTA CLARA**

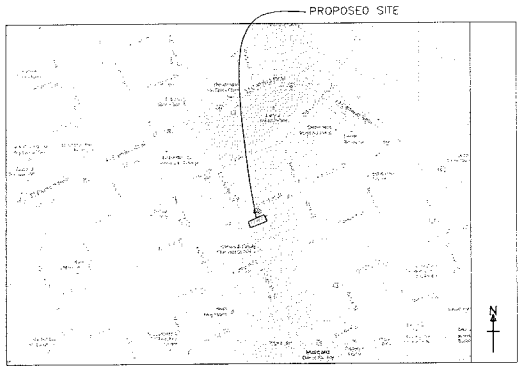
PROJECT DESCRIPTION

ADDITION OF A 393 S.F FIRST FLOOR TO THE MAIN HOUSE.

ADDITION OF A 1 CAR GARAGE, 1 OPEN PARKING SPACE AND A 640 SF SECONDARY UNIT

DESIGN PROFESSIONALS

ARCHITECT:
SALVATORE CARUSO DESIGN CORPORATION
980 EL CAMINO REAL, SUITE 200
SANTA CLARA, CA 95050
PHONE: (408) 998-4087
FAX: (408) 998-4088



VICINITY MAP

PROJECT DATA

PROPERTY	APN NO.	AREA (S.F.)	ACRES
PARCEL	269-16-063	6,500 SF	0.1492

ZONING	R1
TYPE OF CONSTRUCTION	V-B
OCCUPANCY	R-3/U
<E> HOUSE FIRE SPRINKELERED	NO
PROPOSED SECONDARY DWELLING FIRE SPRINKELERED	YES
FLOOR AREA CALCULATION:	
<E> HOUSE FLOOR AREA:	1,565.00 SF
<E> GARAGE AREA:	329.00 SF
<N> GARAGE AREA:	207.50 SF
<N> ADDITION TO <E> HOUSE:	393.00 SF
TOTAL BUILDING AREA: (WITHOUT GARAGE)	1,958.00 SF
TOTAL BUILDING AREA: (WITH GARAGE)	2,165.50 SF
<N> SECONDARY UNIT	640.00 SF
LOT COVERAGE CALCULATION:	
TOTAL BUILDING FOOTPRINT: (1958+640+329)	2,927.00 SF
TOTAL LOT COVERAGE:	45%

SHEET INDEX

ARCHITECTURAL DETAILS

A0.1	COVER SHEET
A1.1	EXISTING AND PROPOSED SITE PLAN
A2.1	EXISTING FLOOR PLAN/DEMO PLAN & ROOF PLAN
A2.2	PROPOSED FLOOR PLAN & ROOF PLAN
A2.3	PROPOSED SECONDARY UNIT FLOOR PLAN
A3.1	EXISTING ELEVATIONS
A3.2	PROPOSED ELEVATIONS
A3.3	PROPOSED SECONDARY UNIT ELEVATIONS
1	TOPO MAP

SCDC
ARCHITECTURE
INTERIOR DESIGN
SALVATORE CARUSO
DESIGN CORPORATION
980 EL CAMINO REAL, # 200, SANTA CLARA, CA 95050
TEL No. (408) 998-4087 • FAX No. (408) 994-4083

PROJECT :

Lafayette

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SHEET NAME :

COVER SHEET

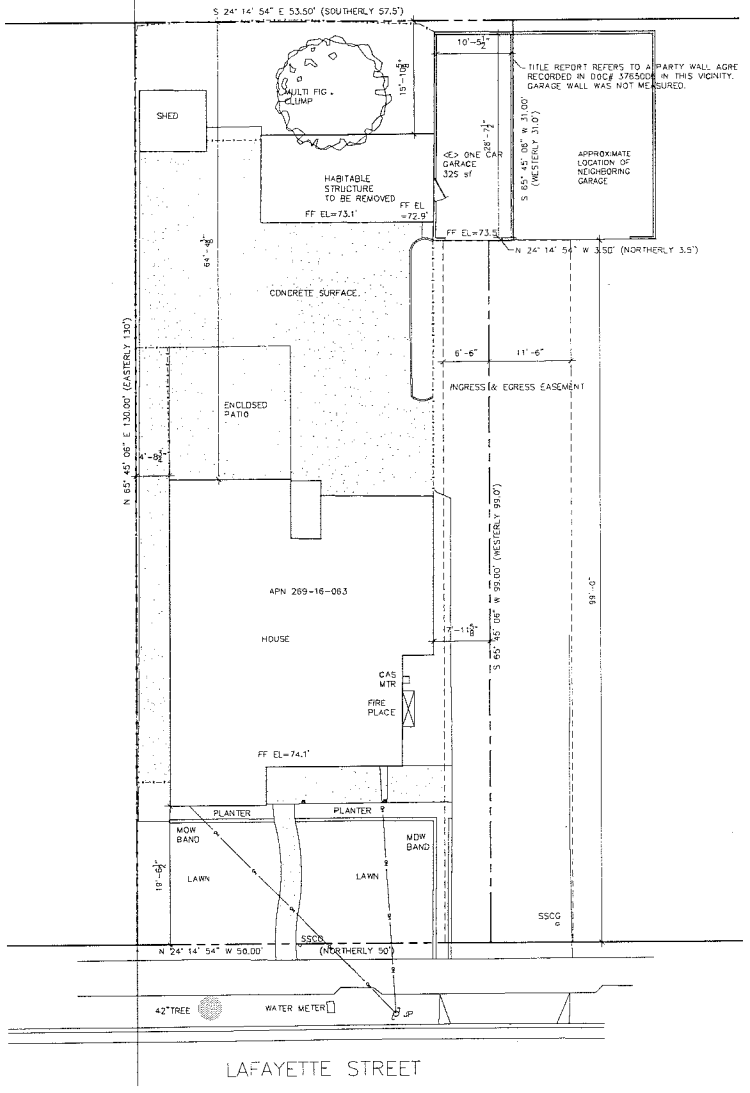
REVISIONS	BY

DRAWN:	
CHECKED:	
DATE:	10/11/2013
SCALE:	NONE
JOB No.:	13.02.09

SHEET No.:

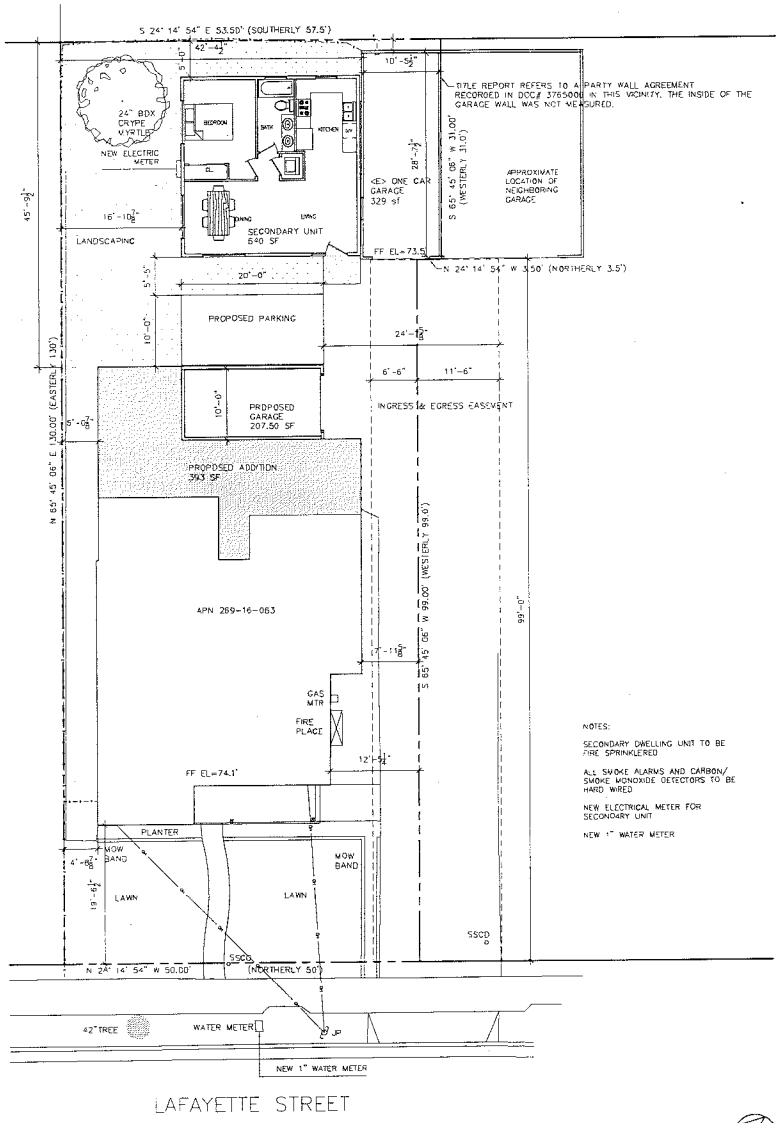
A0.1

SHEETS IN SET



2 EXISTING/DEMO SITE PLAN

SCALE 1/8"=1'-0"



NOTES:

SECONDARY DWELLING UNIT TO BE FIRE SPRINKLERED

ALL SMOKE ALARMS AND CARBON/ SMOKE MONOXIDE DETECTORS TO BE HARD WIRED

NEW ELECTRICAL METER FOR SECONDARY UNIT

NEW 1" WATER METER

1 PROPOSED SITE PLAN

SCALE: 1/8"=1'-0"

SCDC

ARCHITECTURE INTERIOR DESIGN

SALVATORE CARUSO DESIGN CORPORATION

480 EL CAMINO REAL, # 200, SANTA CLARA, CA 95050
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SHEET NAME :

SITE PLAN

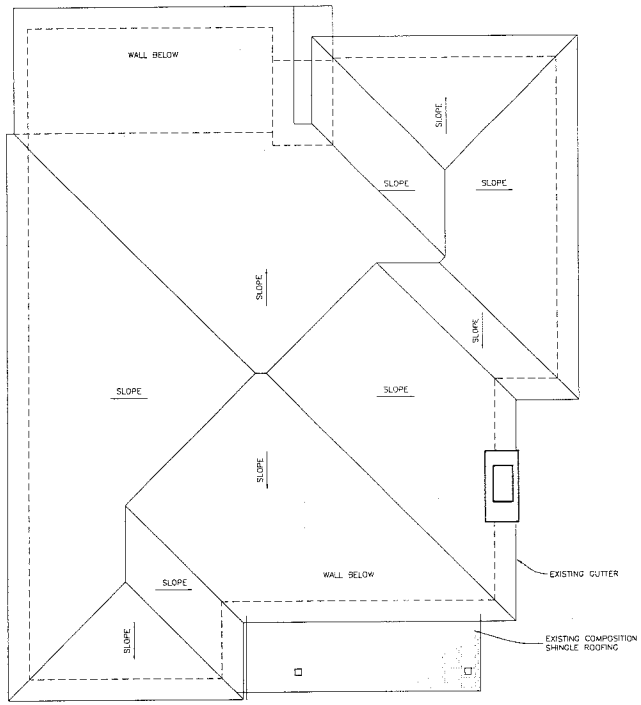
REVISIONS	BY

DRAWN:	KIRK
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/8" = 1'-0"
JOB No.:	13.02.09

SHEET No.:

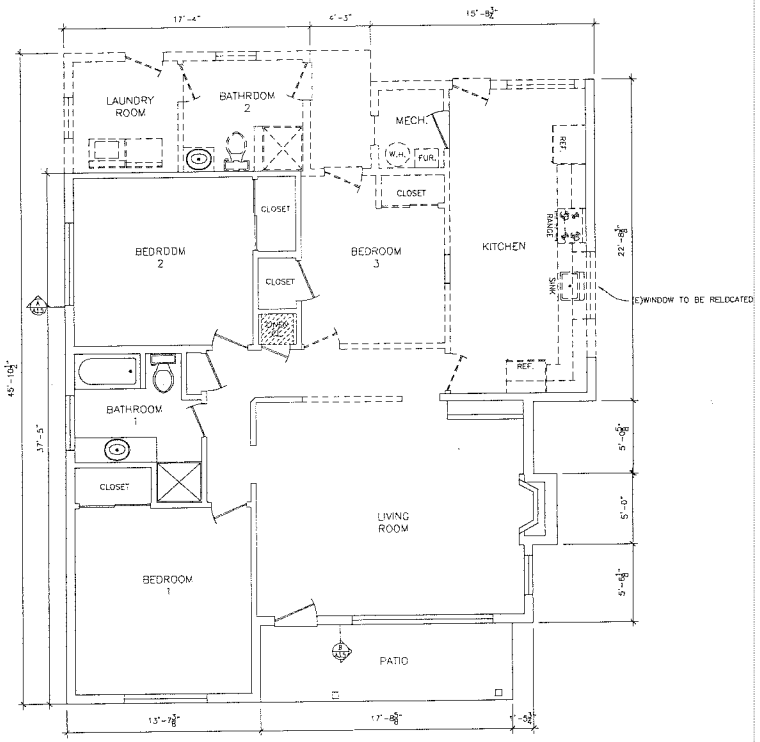
A1.1

SHEETS IN SET



2 EXISTING ROOF PLAN

SCALE: 1/4"=1'-0"



1 EXISTING/DEMO FLOOR PLAN

SCALE: 1/4"=1'-0"

WALL LEGEND:

- EXISTING WALL TO REMAIN.
- EXISTING WALL TO BE REMOVED.

GENERAL DEMO NOTE:
ALL EXISTING CONDITIONS, WALLS, FIXTURES, DOORS AND WINDOWS.
CONTRACTOR TO FIELD VERIFY ALL THE EXISTING DIMENSIONS AS NEEDED.

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940 EL CAMINO REAL, #200, SANTA CLARA, CA 95050
TEL No. (408) 998-8867 • FAX. No. (408) 999-[illegible]

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SHEET NAME :

EXISTING
FLOOR PLAN
DEMO PLAN

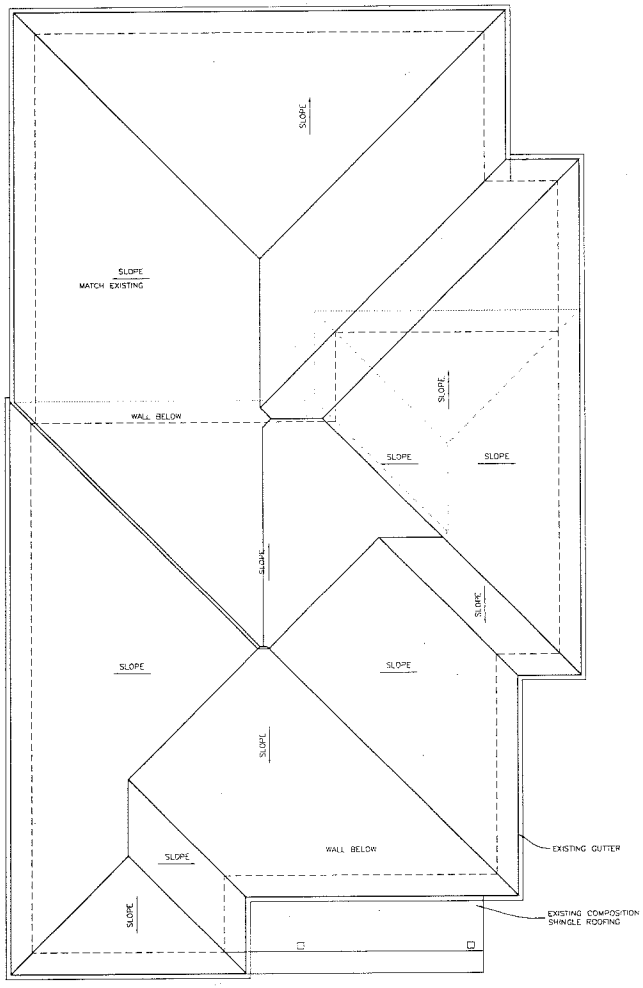
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4" = 1'-0"
JOB No.:	13.02.09

SHEET No.:

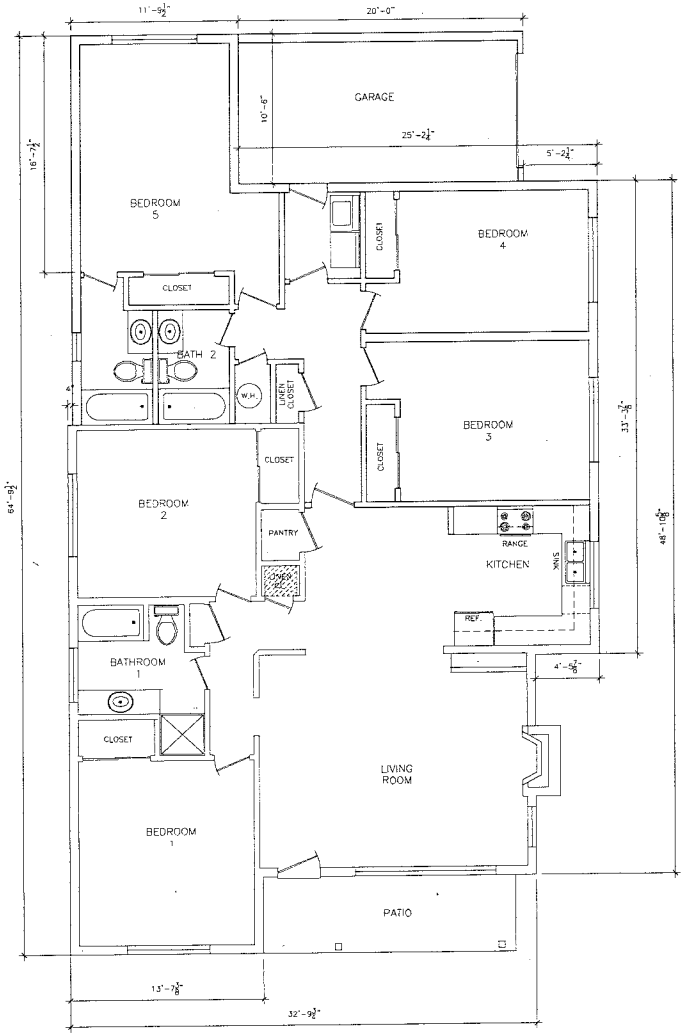
A2.1

SHEETS IN SET:



2 PROPOSED ROOF PLAN

SCALE: 1/4"=1'-0"



1 PROPOSED FLOOR PLAN

SCALE: 1/4"=1'-0"

WALL LEGEND:

- EXISTING WALL TO REMAIN.
- EXISTING WALL TO BE REMOVED.

GENERAL DEMO NOTE:
ALL EXISTING CONDITIONS, WALLS, FIXTURES, DOORS AND WINDOWS, CONTRACTOR TO FIELD VERIFY ALL THE EXISTING DIMENSIONS AS NEEDED. PLEASE VERIFY ALL DIMENSIONS ON SITE

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960 EL CAMINO REAL # 396, SANTA CLARA, CA 95050
TEL No: (408) 984-8987 • FAX No: (408) 696-0193

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SHEET NAME :

PROPOSED
FLOOR PLAN

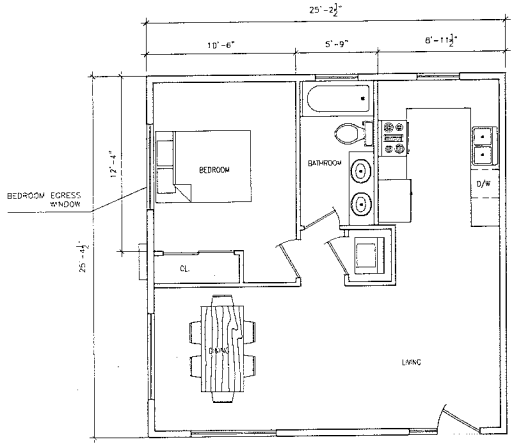
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4" = 1'-0"
JOB No.:	13.02.09

SHEET No.:

A2.2

SHEETS IN SET



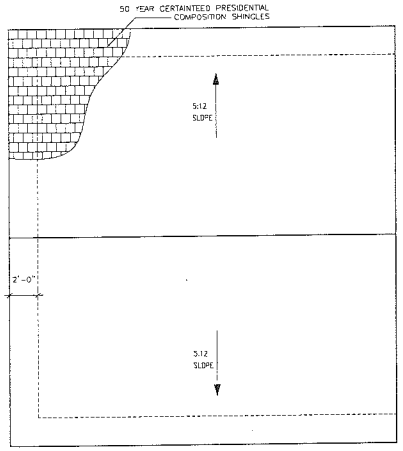
PROPOSED SECOND FLOOR PLAN
SECONDARY UNIT

SCALE: 1/8"=1'-0"

NOTE:

SECONDARY DWELLING UNIT SHALL BE FIRE SPRINKELERED

ALL NEW SMOKE ALARMS AND CARBON MONOXIDE DETECTORS SHALL BE HARD WIRED



PROPOSED SECOND FLOOR PLAN
SECONDARY UNIT

SCALE: 1/8"=1'-0"

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DESIGN CORPORATION
804 EL CAMINO REAL # 200, SANTA CLARA, CA 95050
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SHEET NAME :
PROPOSED FLOOR PLANS – SECONDARY UNIT

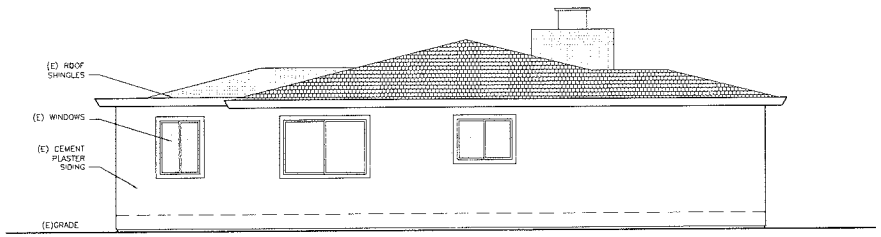
REVISIONS	BY

DRAWN:	KIRK
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/8" = 1'-0"
JOB No.:	13.02.09

SHEET No.:

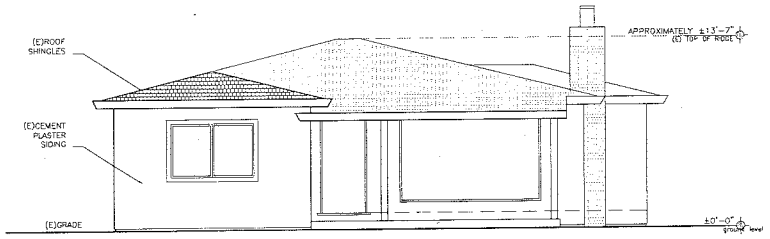
A2.3

SHEETS IN SET



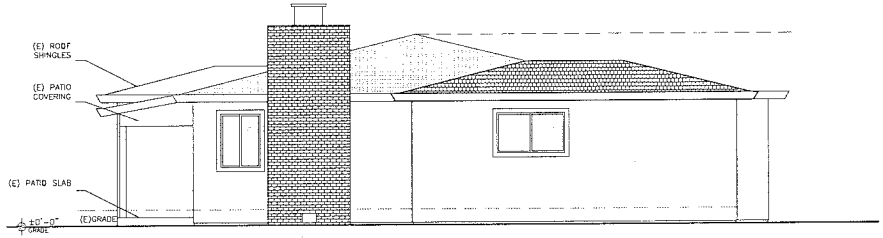
1 SIDE ELEVATION

SCALE: 1/4"=1'-0"



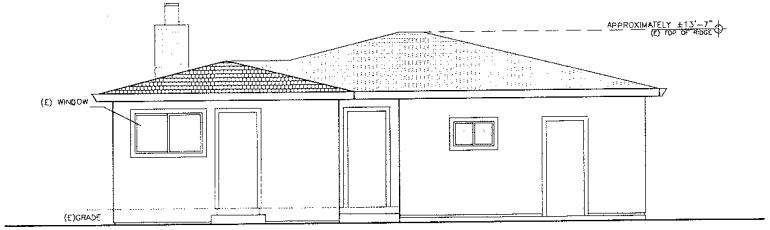
2 FRONT ELEVATION
LAFAYETTE

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION

SCALE: 1/4"=1'-0"



4 REAR ELEVATION

SCALE: 1/4"=1'-0"

SCDC
ARCHITECTURE
INTERIOR DESIGN
SALVATORE CARUSO
DESIGN CORPORATION
950 EL CAMINO REAL • 206 SANTA CLARA, CA 95050
TEL No: (408) 984-1004 • FAX No: (408) 984-8068

PROJECT :

Lafayette

1277 Lafayette St
Santa Clara, CA 95050

GENERAL NOTES :

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SHEET NAME :

EXISTING ELEVATION

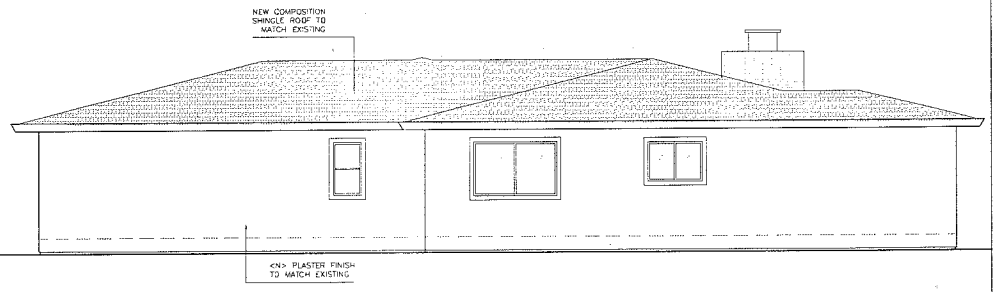
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4"=1'-0"
JOB No.:	13.02.09

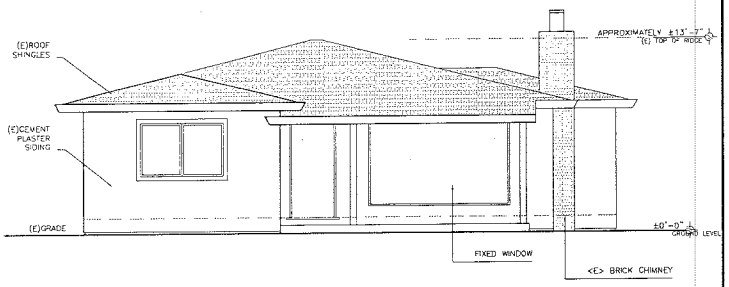
SHEET No.:

A3.1

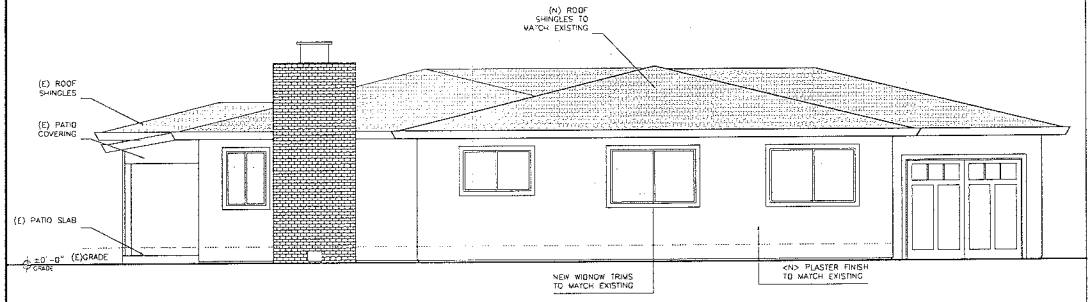
SHEETS IN SET



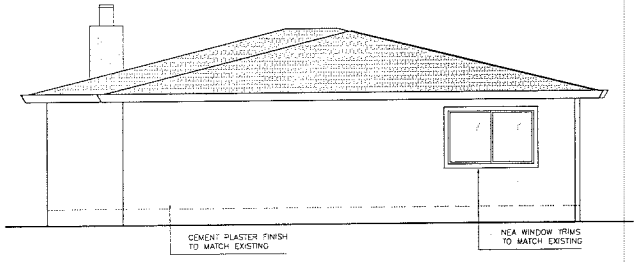
1 SIDE ELEVATION SCALE 1/4"=1'-0"



2 FRONT ELEVATION EXISTING SCALE 1/4"=1'-0"



3 SIDE ELEVATION SCALE 1/4"=1'-0"



4 REAR ELEVATION SCALE 1/4"=1'-0"

NEW ADDITION FINISHES TO MATCH EXISTING FINISHES OF MAIN HOUSE

SCDC
ARCHITECTURE INTERIOR DESIGN
SALVATORE CARUSO DESIGN CORPORATION
950 EL CAMINO REAL #200, SANTA CLARA, CA 95050
TEL No. (408) 998-4083 • FAX No. (408) 985-8106

PROJECT :

Lafayette

1277 Lafayette St.
Santa Clara, CA 95050

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SHEET NAME :

PROPOSED ELEVATION

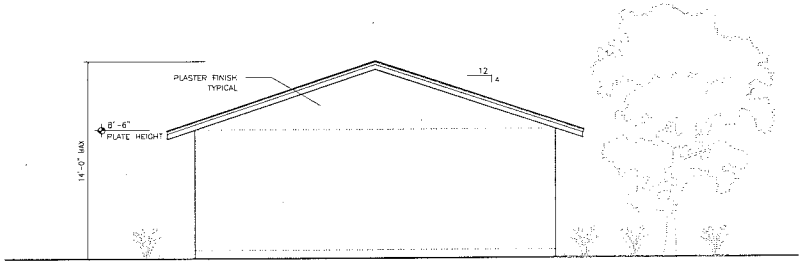
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4"=1'-0"
JOB No.:	13.02.09

SHEET No.:

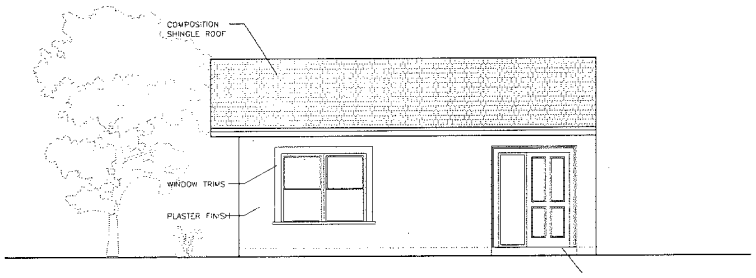
A3.2

SHEETS IN SET



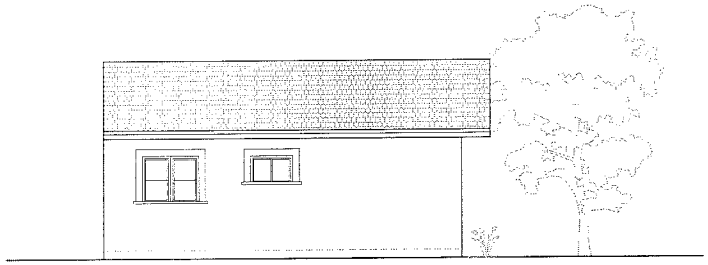
SIDE ELEVATION

SCALE : 1/4"=1'-0"



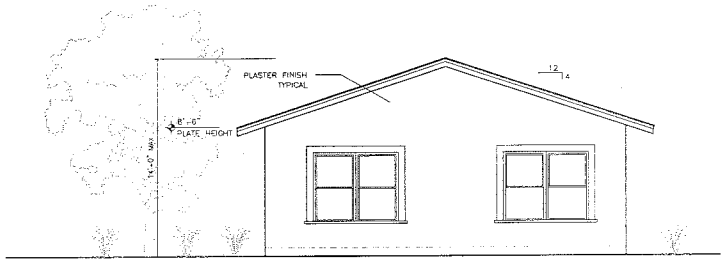
FRONT ELEVATION

SCALE : 1/4"=1'-0"



REAR ELEVATION

SCALE : 1/4"=1'-0"



SIDE ELEVATION

SCALE : 1/4"=1'-0"

SCDC
ARCHITECTURE
INTERIOR DESIGN
SALVATORE CARUSO
DESIGN CORPORATION
410 EL CAMINO REAL • STE. SANTA CLARA, CA 95050
TEL. No. (408) 998-4047 • FAX. No. (408) 998-4048

PROJECT :

Lafayette

1277 Lafayette St.
Santa Clara, CA 95050

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SHEET NAME :

SECONDARY UNIT
ELEVATIONS

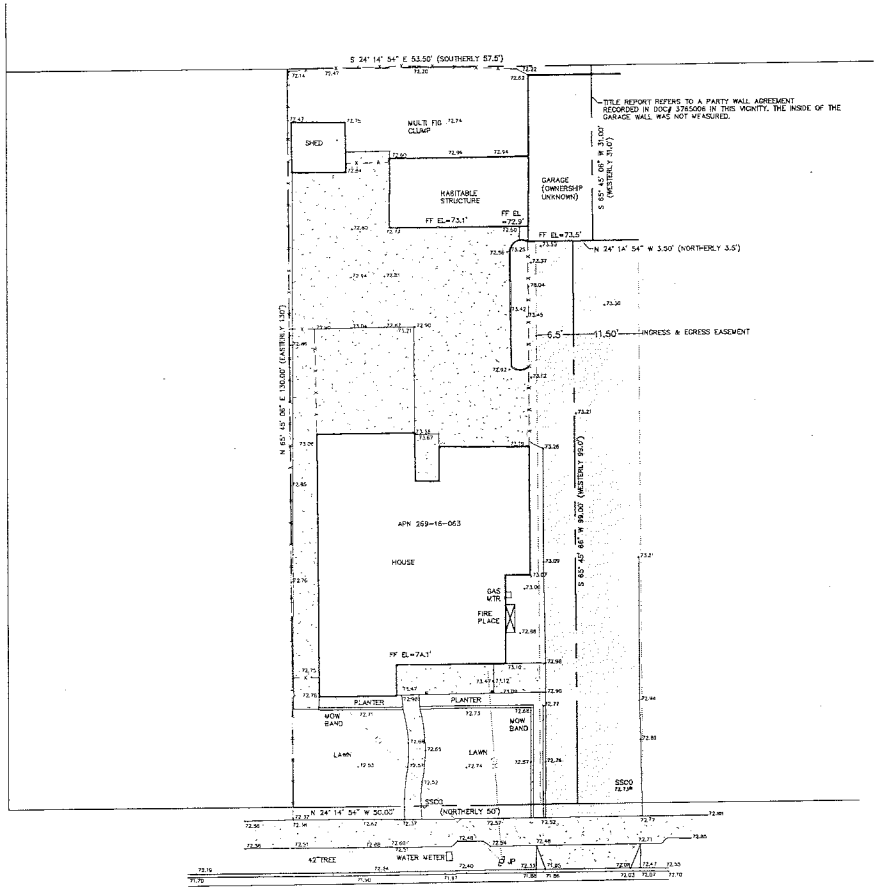
REVISIONS	BY

DRAWN:	
CHECKED:	
DATE:	10/11/2013
SCALE:	1/4"=1'-0"
JOB No.:	13.02.09

SHEET No.:

A3.3

SHEETS IN SET



HARRISON STREET

LAFAYETTE STREET

ELEVATION DATUM

ELEVATIONS WERE DERIVED USING AN GPS OBSERVATION AND ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE NORTHEAST LINE OF LAFAYETTE STREET AS SHOWN ON THAT MAP FILED IN BOOK 825 OF MAPS AT PAGE 17, SANTA CLARA COUNTY RECORDS AND ESTABLISHED BETWEEN FOUND MONUMENTS

NORTH 24° 14' 54" WEST

NOTES

THE LEGAL DESCRIPTION IN THE TITLE REPORT SEEMS TO HAVE AN ERROR/TYPO ON THE DISTANCE FOR THE COURSE CORRESPONDING TO THE BACK PROPERTY LINE. THE DISTANCE OF 53.5 FEET IS RECITED IN PREVIOUSLY RECORDED DEEDS, SPECIFICALLY THE DOCUMENT RECORDED ON FEBRUARY 18, 1970 AS DOCUMENT NUMBER 3765006 IN BOOK 8832 AT PAGES 121 THRU 124, INSTEAD OF THE 57.5 FEET WHICH IS SHOWN IN THE TITLE REPORT.

REFERENCES

(A) B-W-104

(B) 825-W-7

(C) DOC# 19122164

LICENSED LAND SURVEYOR JEAN-PAUL HAPPEE 8807 STATE OF CALIFORNIA

JEAN-PAUL HAPPEE, PLS 8807

SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

ALPHA LAND SURVEYS			
4444 SCOTTS VALLEY DR. #6 SCOTTS VALLEY, CA 95066 (831) 436-4453	P.O. BOX 1146 MORGAN HILL, CA 95038 (831) 436-4453	TOPOGRAPHIC MAP OF 1277 LAFAYETTE STREET CITY OF SANTA CLARA SANTA CLARA COUNTY	SHEET 1 OF ONE
1 INCH = 10 FEET	DATE: 10/29/13		

02125114

8B

City of Santa Clara

City Council

February 25, 2014

Item 8.B: 1277 Lafayette Street

City of Santa Clara

1

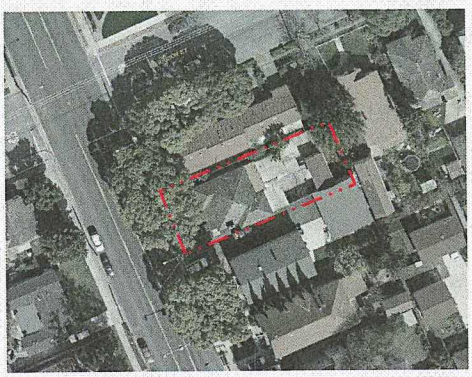
1277 Lafayette Street

- General Plan: Very Low Density Residential
- Rezone from R1-6L (single family) to PD (Planned Development) – accessory unit concept
- 6,500 square foot lot with single residence
- Proposed 639 square foot living unit in rear
- New garage parking added
- Categorically Exempt as Infill (CEQA Sec. 15332)
- Historical & Landmarks: January 9, 2014
- Planning Commission: January 15, 2014

City of Santa Clara

POST MEETING MATERIAL

1277 Lafayette Street



N

City of Santa Clara

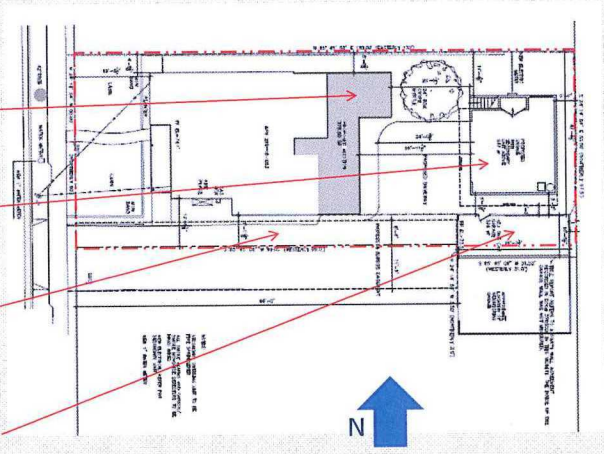
1277 Lafayette Street

375 square foot addition to main residence

New 2-car garage with 639 square foot unit above

Adjoining properties share driveway to rear

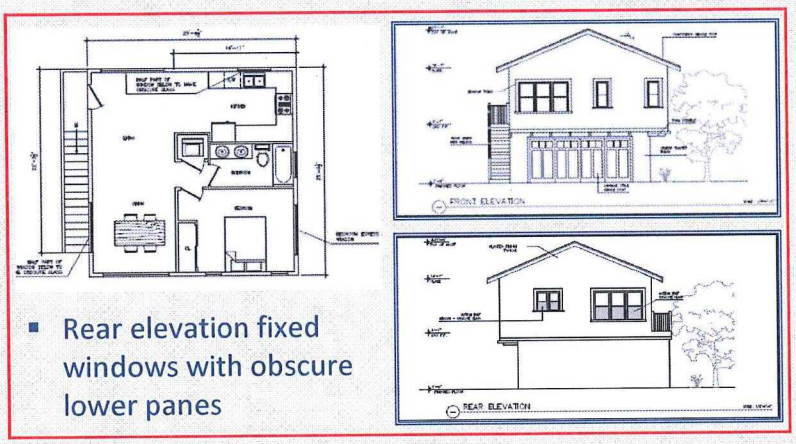
Existing accessory structures encroach across property line



N

City of Santa Clara

1277 Lafayette Street



- Rear elevation fixed windows with obscure lower panes

City of Santa Clara

1277 Lafayette Street

City Council February 25, 2014

Staff Recommendation:

That the Council:

1) Make the determination that the project is exempt from CEQA; and
2) Adopt a resolution to rezone the property from R1-6L to PD, subject to conditions

City of Santa Clara

RESOLUTION NO. 14-8115

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING A REZONING FROM R1-6L-SINGLE-FAMILY TO PD-PLANNED DEVELOPMENT TO ALLOW THE EXPANSION OF AN EXISTING SINGLE-FAMILY RESIDENCE AND CONSTRUCTION OF A NEW TWO-CAR GARAGE AND SECOND DWELLING UNIT AT 1277 LAFAYETTE STREET, SANTA CLARA

PLN2013-10117 (Rezoning)

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

WHEREAS, Salvatore Caruso ("Applicant") made an application for a rezoning of the current R1-6L zoning of an 0.14 acre site currently occupied by a single family dwelling unit, one car garage, and an accessory structure, located at 1277 Lafayette Street, Santa Clara ("Project Site");

WHEREAS, the Project Site is currently zoned as R1-6L (Single-Family);

WHEREAS, in order to implement the proposed development, the Project Site needs a rezoning to PD (Planned Development), to add 375.50 square feet to the main house, and a new two car garage with a new 639 square foot dwelling unit above it in the rear yard ("Project") as shown on the Development Plan, attached hereto as Exhibit "Development Plans A" and incorporated herein by this reference;

WHEREAS, the Project provides a total of three covered parking spaces on-site;

WHEREAS, the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000 *et seq.*, requires a public agency to evaluate the environmental impacts of a proposed project. CEQA contains a list of categorical exemptions for projects that are not required to undergo environmental evaluation. CEQA Guidelines Sections 15301 establishes a "Class 1" exemption for an expansion to an existing facility provided such expansion does not result in an

increase of more than 50 percent of the floor area. Guidelines Section 15303 establishes a "Class 3" exemption for new construction or conversion of small structures, including the addition of a second dwelling unit to a residential property and the construction of accessory structures such as garages;

WHEREAS, the proposal was reviewed by the Historical and Landmarks Commission at a duly noticed public meeting January 9, 2014, at which the Commission recommended approval of the addition to the main house and the development of the new two car garage in the rear, without the second dwelling unit above the garage. The Commission was not able to make a recommendation on the project as proposed (which would have included the second dwelling unit) due to lack of a majority vote;

WHEREAS, the Planning Commission held a duly noticed hearing on January 15, 2014 to consider the rezoning application and forwarded the Project to the City Council with a recommendation of approval;

WHEREAS, the Planning Commission also supported a one story version of the proposed project as shown on the alternate Development Plan, attached hereto as Exhibit "Development Plans B" and incorporated herein by this reference, should the City Council find that proposal to be a more appropriate development on the Project Site;

WHEREAS, the notice of public hearing for this item was posted at three conspicuous locations within 300 feet of the Project Site and was mailed to property owners within a 300 feet radius of the Project Site; and,

WHEREAS, the City Council conducted a duly noticed public hearing on February 25, 2014, during which the Council invited and considered any and all verbal and written testimony offered in favor of or in opposition to the Project.

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 rezones the Project Site, shown on Exhibit "Development Plans" and conditioned in Exhibit "Conditions of Approval", attached hereto and incorporated by this reference, to facilitate the development of a new 547 square foot two car garage, a new 639 square foot dwelling unit above it, and 375 square foot addition to the main house on the Project Site.

3. That the City Council determines that a rezoning is appropriate for the Project Site and that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable, in that the existing zoning does not allow development of a second dwelling unit on the Project Site. Moreover, the proposed second unit is located over a new two car garage at a maximum height of 25 feet and at a five foot distance from the rear property line. The proposal also includes an increase in the allowable lot coverage from 40 percent to 43 percent. A rezone of the property is required to allow the development as currently proposed.

B. The proposed zone change will conserve property values; protect or improve the existing character and stability of the area in question; and will promote the orderly and beneficial development of such area, in that the proposed zone change would allow development of a second unit which would provide adequate choices of housing tenure, type, location, and affordability. The proposed project is designed in a manner to be consistent with the existing principal house on the property and respectful of the privacy of the nearby single-family

neighbors. The proposed zone change is also consistent with the 2010-2035 General Plan given that Discretionary Use Policies 5.5.1-P1 and 5.3.2-P5 allow residentially designated properties given that one-half acre in size to have a density of up to one range higher that the base density for infill development and second dwelling units, if the Project complies with General Plan policies on transition and neighborhood compatibility. Here the addition of the accessory unit and intensification of the Project Site would be consistent with the General Plan transition policies and would be compatible with the surrounding residential neighborhood.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City, in that the proposed zone change would create an opportunity to provide affordable housing in close proximity to support services and within half a mile of a transit thoroughfare (El Camino Real).

D. The proposed zone change would allow imaginative planning and design concepts to be utilized for what would otherwise be restricted in other zoning districts, in that the proposed zone change would allow for an addition to the existing single family home and allow the development of a new second dwelling unit in a manner that is consistent with the main house, protective of the neighbors' privacy and respectful for historic fabric of the neighborhood surrounding the Project Site.

4. That the City Council hereby finds that approving a rezoning for a 375 square foot addition to the main house and the construction of a 639 square foot dwelling unit above a new two car garage in the rear yard falls within the Class 1 exemption established by CEQA Guidelines Section 15301 and the Class 3 CEQA exemption established by CEQA Guidelines Section 15303 because the proposal includes an addition to an existing single family residence,

construction of an accessory building, and construction of a new second dwelling unit on the property in a residential zone located in an urbanized area.

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 25TH DAY OF MARCH, 2014, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad and Mayor Matthews
NOES:	COUNCILORS:	Mahan and O'Neill
ABSENT:	COUNCILORS:	Marsalli
ABSTAINED:	COUNCILORS:	None

ATTEST:

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Conditions of Approval
2. Development Plans A
3. Development Plans B

Conditions of Approval
1277 Lafayette Street

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.

PLANNING AND BUILDING INSPECTION

P1. 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 against the City by reason of its approval of developer's project.

P2. Submit plans for final architectural review to the Architectural Review Committee and obtain architectural approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, and lighting.

P3. Developer is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P4. Identified existing mature trees to be maintained. 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.

P5. Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.

P6. 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.

P7. New residential fireplaces shall comply with the City's adopted Wood-Burning Appliances Ordinance (Municipal Code Chapter 15-65). Existing wood burning appliances may be retained, repaired or replaced in accordance with the Ordinance.

P8. 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.

P9. Applicant shall design the non-egress windows of the new dwelling unit such that the bottom sash of the windows is fixed (non-operable) with obscure glass which allowing the top ash be operable with clear glass to allow air and light into the unit.

ENGINEERING

E1. Obtain site clearance through Engineering Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees including the reimbursement for El Camino Real widening improvements. 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, 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.

ELECTRICAL

EL1. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads.

EL2. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.

EL3. Electric service shall be overhead. See Electric Department Rules and Regulations for available services.

EL4. Overhead services shall be installed per City of Santa Clara Electric Department standard OH-550, MS-G6, and MS-G7 latest revision.

EL5. 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).

EL6. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside.

EL7. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities.

EL8. Any relocation of existing electric facilities shall be at Developer's expense.

EL9. Electric Load Increase fees may be applicable.

EL10. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-261-5469 to facilitate plan review.

WATER

W1. All on-site fire hydrants shall be part of a private system.

W2. All on-site water distribution facilities shall be private and shall be maintained by owner or property owner's association. Water needs shall be served by a master meter(s) at the public street right-of-way.

W3. All on-site water distribution facilities shall be private and shall be maintained by owner. Water needs shall be served by individual meter(s) at the public street right-of-way.

W4. Upon completion of construction, Developer shall provide Water and Sewer Utilities and the property owners' association "as-built" drawings, prepared by a registered civil engineer, of the private, on-site utility infrastructure.

W5. Water and sewer service shall be independent, that is, the said property shall not be connected to lines from the adjacent properties unless approved by the City Building Official.

W6. All on-site water distribution facilities shall be private and shall be maintained by owner. Subject to the approval of the Director of Water and Sewer Utilities, water needs may be served through individual meters or master meter(s) at the public street right-of-way.

W7. Landscaping irrigation water needs shall be provided by a separate water service if the total landscaped area exceeds 2,500 square feet.

W8. Landscape irrigation water shall be provided by a separate water service(s). Irrigation system shall be designed and constructed in compliance with City's Rules and Regulations for recycled water use.

W9. The California Regional Water Quality Control Board has ordered that a maximum limit be imposed on the amount of treated wastewater, which can be discharged to South San Francisco Bay by the San Jose/Santa Clara Water Pollution Control Plant ("Plant"). Issuance of a building permit to implement this land use development approval may be delayed if the City has reached its' remaining allocated discharge capacity in the Plant prior to issuance of the building permit.

W10. Developer is advised that adequate plumbing must be designed and installed for the proposed development and the affected building, or reduced residual water pressure may be experienced due to added water demand.

W11. All trees, existing and proposed, must maintain a minimum of ten (10) feet from any existing or proposed Water and Sewer Department facilities.

W12. Any relocation of existing Water Department facilities shall be at Developer's expense.

W13. Developer shall provide adequate information regarding how water will be served to the new dwelling.

FIRE

Required Fire Protections/ Detection Systems and Equipment:

F1. For conversion from apartments to condos, or vice versa, the requirements for sprinkler, alarms, etc., shall meet all current code requirements.

F2. In new residential buildings, smoke alarms shall be hardwired with battery backup and be located in accordance with CBC Section 907.2.11

F3. In existing residential buildings (GROUP R-3) and in residential buildings that undergo alterations, repairs or additions where a permit is required, smoke alarms may be solely battery operated. Smoke alarms shall be located in accordance with CBC Section 907.2.10.5.

F4. **In all new Group R buildings**, an approved carbon monoxide alarm (with listing and approval from the Office of the State Fire Marshal) shall be installed in dwelling units and in sleeping units within which fuel-burning appliances are installed; and in dwelling units that have attached garages. The primary power source shall be from the building wiring from a commercial power source, and be equipped with battery back-up. Alarm wiring shall be directly connected to the permanent building wiring without a disconnecting switch other than as required for overcurrent protection (Exception: In existing dwelling units, a carbon monoxide alarm is permitted to be solely battery operated where repairs or alterations do not result in the removal of wall and ceiling finishes or there is no access by means of attic, basement or crawl space) (2010 CBC, 420.4). **Interconnection**: Where more than one carbon monoxide alarm is required to be installed within the dwelling unit or within a sleeping unit, the alarm shall be interconnected in a manner that activation of one alarm shall activate all of the alarms in the individual unit. (Exception: Interconnection is not required in existing dwelling units or within sleeping units where repairs do not result in the removal or wall and ceiling finishes, there is no access by means of attic, basement or crawl space, and no previous method for interconnection existed) (2010 CBC, 420.4.1.2).

F5. **Where a permit is required for alterations, repairs or additions exceeding $1,000, existing dwellings or sleeping units that have attached garages or fuel-burning appliances** shall be provided with a carbon monoxide alarm whose primary power source is from building wiring, and listed and approved by the Office of the State Fire

Marshal. Carbon monoxide alarms shall only be required in the specific dwelling unit or sleeping unit for which the permit was obtained (2010 CBC, 420.4.2).

F6. **Installation locations of carbon monoxide alarms:** 1. Outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s). 2. On every level of a dwelling unit including basements. 3. For R-1 (i.e. hotels) only: On the ceiling of sleeping units with permanently installed fuel-burning appliances. NOTE: It is recommended to install "multi-purpose alarms" – Carbon monoxide alarms combined with smoke alarms, that are listed and approved by the Office of the State Fire Marshal.

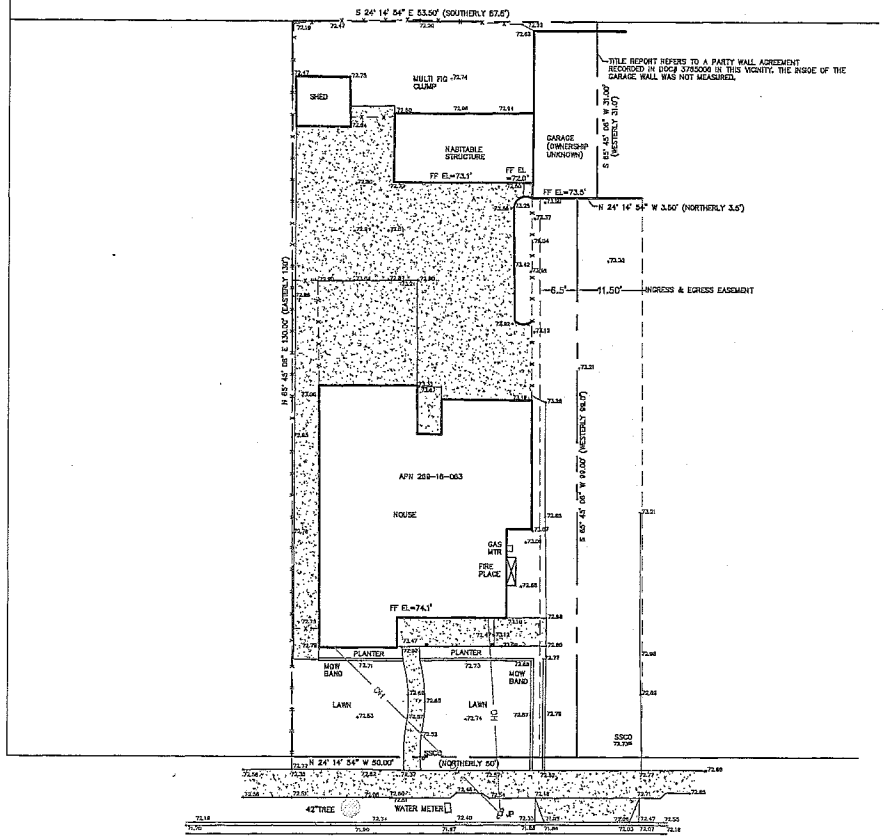
Dumpster Storage:

F7. 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 (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.

Fire Safety During Construction:

F8. **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

I:\PLANNING\2014\Project Files Active - 2014\PLN2013-10117 1277 Lafayette Street (R1-6L to PD Rezone)\CC\Conditions of Approval 1277 Lafayette Street.doc



HARRISON STREET

LAFAYETTE STREET

ELEVATION DATUM

ELEVATIONS WERE DERIVED USING AN GPS OBSERVATION AND ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE NORTHEAST LINE OF LAFAYETTE STREET AS SHOWN ON THAT MAP FILED IN BOOK 825 OF MAPS AT PAGE 17, SANTA CLARA COUNTY RECORDS AND ESTABLISHED BETWEEN FOUND MONUMENTS

NORTH 24° 14' 54" WEST

NOTES

THE LEGAL DESCRIPTION IN THE TITLE REPORT SEEMS TO HAVE AN ERROR/TYPO ON THE DISTANCE FOR THE COURSE CORRESPONDING TO THE BACK PROPERTY LINE. THE DISTANCE OF 53.5 FEET IS RECITED IN PREVIOUSLY RECORDED DEEDS, SPECIFICALLY THE DOCUMENT RECORDED ON FEBRUARY 18, 1970 AS DOCUMENT NUMBER 3785005 IN BOOK 8832 AT PAGES 121 THRU 124, INSTEAD OF THE 57.5 FEET WHICH IS SHOWN IN THE TITLE REPORT.

REFERENCES

(A) B-M-104

(B) 825-M-7

(C) DOC# 19122164

LICENSED LAND SURVEYOR JEAN-PAUL HAPPEE 8807 STATE OF CALIFORNIA

JEAN-PAUL HAPPEE, PLS 8807

SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

ALPHA LAND SURVEYS			
4444 SCOTTS VALLEY DR, #6 SCOTTS VALLEY, CA 95066 (831) 438-4453	P.O. BOX 1146 MORGAN HILL, CA 95038 (831) 438-4453	TOPOGRAPHIC MAP OF 1277 LAFAYETTE STREET CITY OF SANTA CLARA SANTA CLARA COUNTY	SHEET 1 OF ONE
1 INCH = 10 FEET	DATE: 10/29/13		

Lafayette Residence

1277 Lafayette St
Santa Clara, CA 95050

APPLICABLE CODES

PART 1.0,	CALIFORNIA ADMINISTRATIVE CODE
PART 2.0,	2010 CALIFORNIA BUILDING CODE (CBC)
PART 2.5,	2010 CALIFORNIA RESIDENTIAL CODE (CRC)
PART 3.0,	2010 CALIFORNIA ELECTRIC CODE (CEC)
PART 4.0,	2010 CALIFORNIA MECHANICAL CODE (CMC)
PART 5.0,	2010 CALIFORNIA PLUMBING CODE
PART 6.0,	2010 CALIFORNIA ENERGY CODE
PART 9.0,	2010 CALIFORNIA FIRE CODE
PART 11.0,	2010 CALIFORNIA GREEN BUILDING STANDARDS CODE

THE APPLICABLE CODES ARE AS AMENDED BY THE STATE OF CALIFORNIA AND THE TOWN OF SANTA CLARA

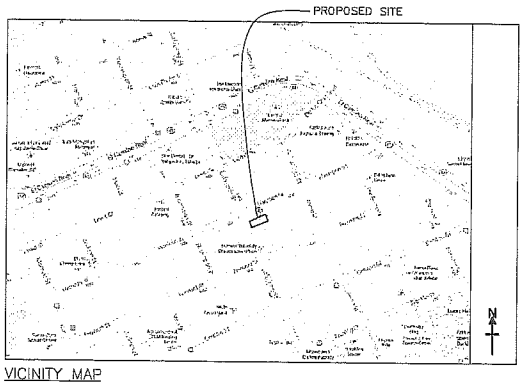
PROJECT DESCRIPTION

ADDITION OF A 375.50 S.F FIRST FLOOR TO THE MAIN HOUSE.

ADDITION OF A 2 CAR GARAGE AND A 639 SF SECONDARY UNIT ABOVE

DESIGN PROFESSIONALS

ARCHITECT:
SALVATORE CARUSO DESIGN CORPORATION
980 EL CAMINO REAL, SUITE 200
SANTA CLARA, CA 95050
PHONE: (408) 998-4087
FAX: (408) 998-4088



VICINITY MAP

PROJECT DATA

PROPERTY	APN NO.	AREA (S.F.)	ACRES
PARCEL	269-16-063	6,500 SF	0.1492

ZONING	R1
TYPE OF CONSTRUCTION	V-B
OCCUPANCY	R-3/U
<E> HOUSE FIRE SPRINKELERED	NO
PROPOSED SECONDARY DWELLING FIRE SPRINKELERED	YES
FLOOR AREA CALCULATION:	
<E> HOUSE FLOOR AREA:	1,565.00 SF
<E> GARAGE AREA:	329.00 SF
<N> ADDITION TO <E> HOUSE:	375.50 SF
TOTAL BUILDING AREA:	1,940.50 SF
<N> GARAGE AREA:	547.00 SF
<N> SECONDARY UNIT	639.00 SF
<N> TOTAL BUILDING AREA:	1,186.00 SF
LOT COVERAGE CALCULATION:	
TOTAL BUILDING FOOTPRINT: (1940.5+375.5+547)	2,816.50 SF
TOTAL LOT COVERAGE:	43%

SHEET INDEX

ARCHITECTURAL DETAILS

A0.1	COVER SHEET
A1.1	EXISTING AND PROPOSED SITE PLAN
A2.1	EXISTING FLOOR PLAN/DEMO PLAN & ROOF PLAN
A2.2	PROPOSED FLOOR PLAN & ROOF PLAN
A2.3	PROPOSED SECONDARY UNIT FLOOR PLAN
A3.1	EXISTING ELEVATIONS
A3.2	PROPOSED ELEVATIONS
A3.3	PROPOSED SECONDARY UNIT ELEVATIONS
1	TOPO MAP

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PROJECT :

Lafayette
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Santa Clara, CA 95050

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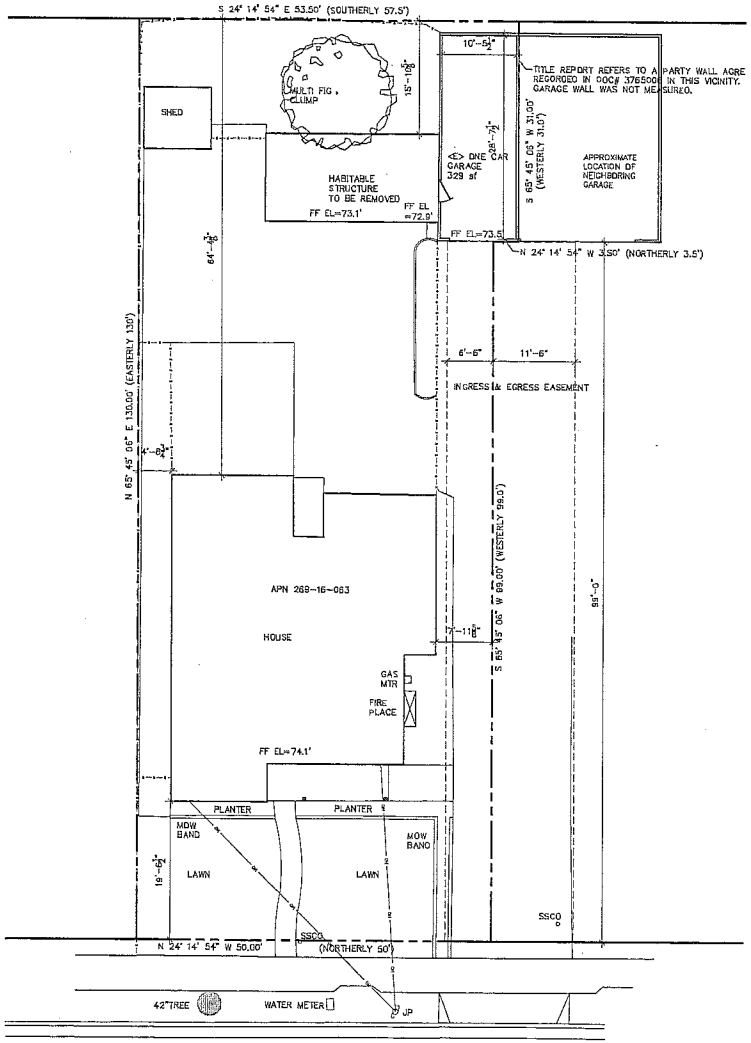
SHEET NAME :

COVER SHEET

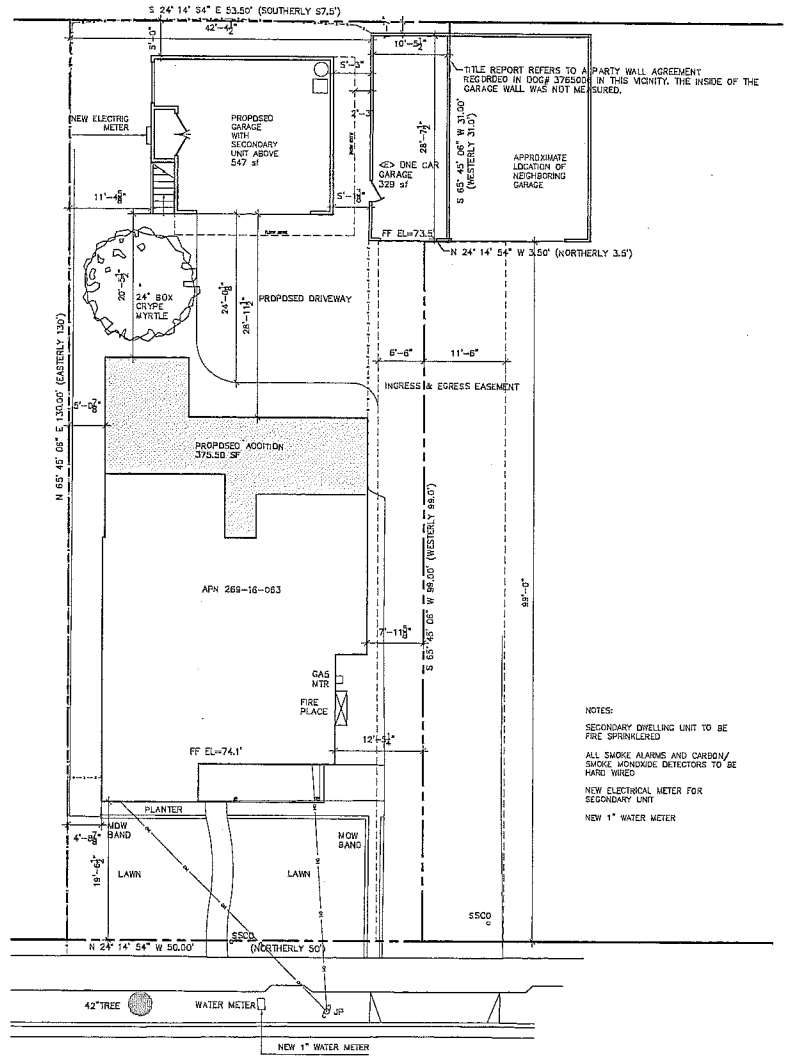
REVISIONS	BY

DRAWN:	
CHECKED:	
DATE:	10/11/2013
SCALE:	NONE
JOB No.:	13.02.09
SHEET No.:	A0.1
SHEETS IN SET	



2 EXISTING/DEMO SITE PLAN

SCALE: 1/8"=1'-0"



NOTES:

SECONDARY DWELLING UNIT TO BE FIRE SPRINKLERED

ALL SMOKE ALARMS AND CARBON/ SMOKE MONOXIDE DETECTORS TO BE HARD WIRED

NEW ELECTRICAL METER FOR SECONDARY UNIT

NEW 1" WATER METER

1 PROPOSED SITE PLAN

SCALE: 1/8"=1'-0"

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SHEET NAME :

SITE PLAN

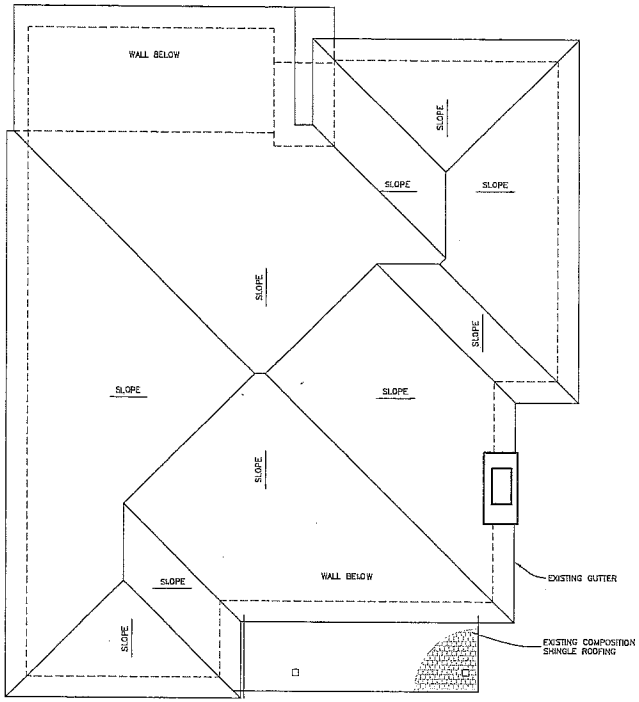
REVISIONS	BY

DRAWN:	KIRK
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/8" = 1'-0"
JOB No.:	13.02.09

SHEET No.:

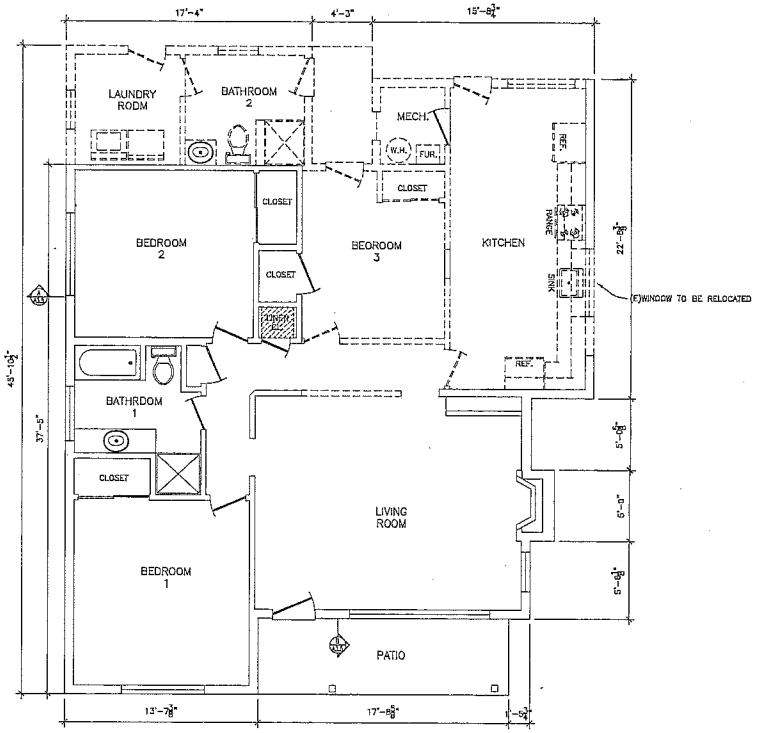
A1.1

SHEETS IN SET



2 EXISTING ROOF PLAN

SCALE: 1/4"=1'-0"



1 EXISTING/DEMO FLOOR PLAN

SCALE: 1/4"=1'-0"

WALL LEGEND:

- EXISTING WALL TO REMAIN.
- EXISTING WALL TO BE REMOVED.

GENERAL DEMO NOTE:
ALL EXISTING CONDITIONS, WALLS, FIXTURES, DOORS AND WINDOWS, CONTRACTOR TO FIELD VERIFY ALL THE EXISTING DIMENSIONS AS NEEDED.

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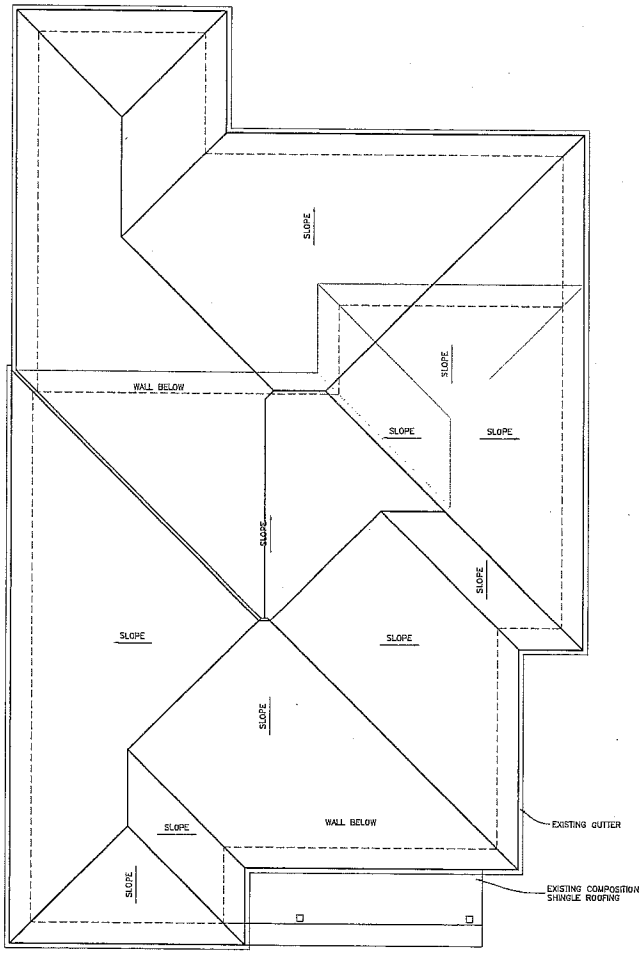
SHEET NAME :

EXISTING
FLOOR PLAN
DEMO PLAN

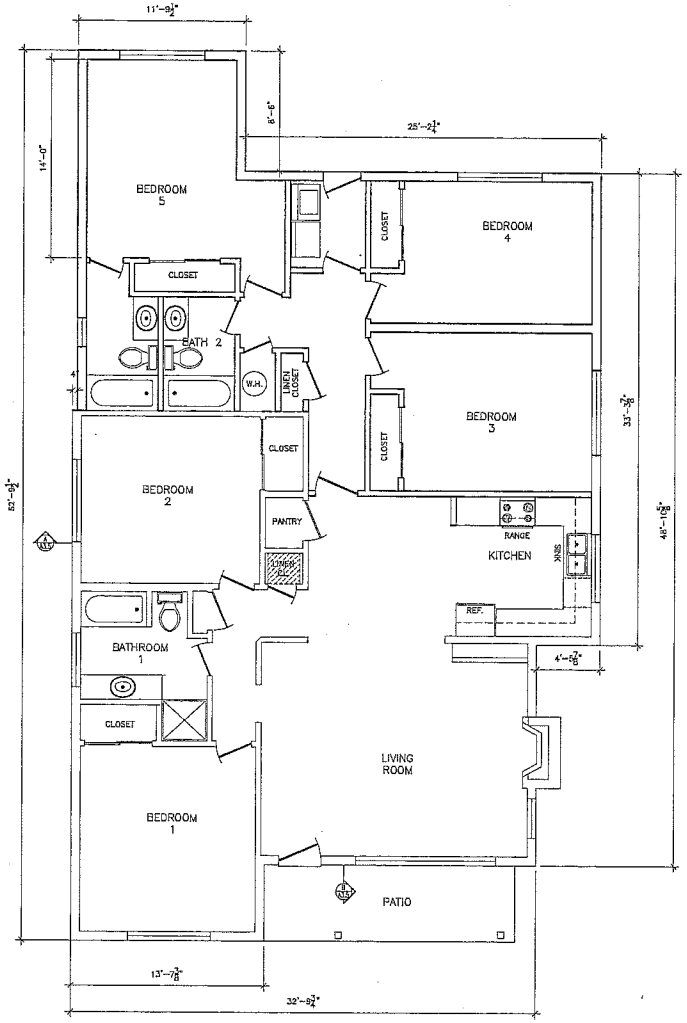
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL.
DATE:	10/11/2013
SCALE:	1/4" = 1'-0"
JOB No.:	13.02.09
SHEET No.:	A2.1
SHEETS IN SET	



2 PROPOSED ROOF PLAN

SCALE: 1/4"=1'-0"



1 PROPOSED FLOOR PLAN

SCALE: 1/4"=1'-0"

WALL LEGEND:

- EXISTING WALL TO REMAIN.
- EXISTING WALL TO BE REMOVED.

GENERAL DEMO NOTE:
ALL EXISTING CONDITIONS, WALLS, FIXTURES, DOORS AND WINDOWS, CONTRACTOR TO FIELD VERIFY ALL THE EXISTING DIMENSIONS AS NEEDED. PLEASE VERIFY ALL DIMENSIONS ON SITE

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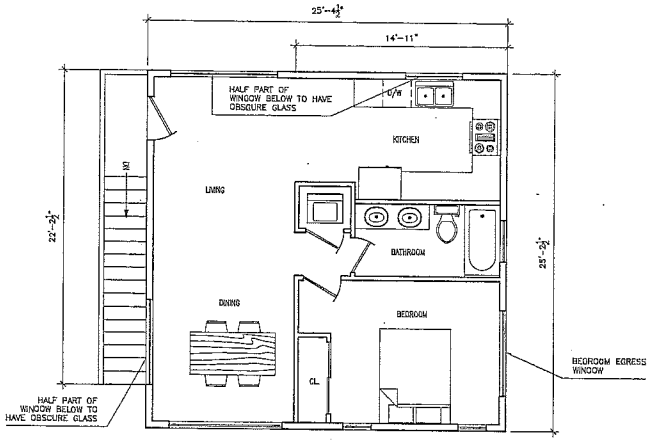
SHEET NAME :

PROPOSED FLOOR PLAN

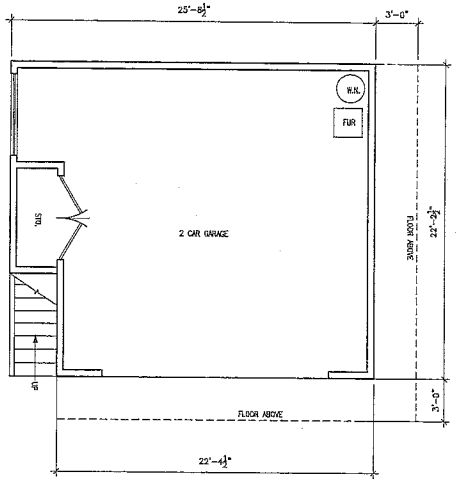
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4" = 1'-0"
JOB No.:	13.02.09
SHEET No.:	A2.2
SHEETS IN SET	



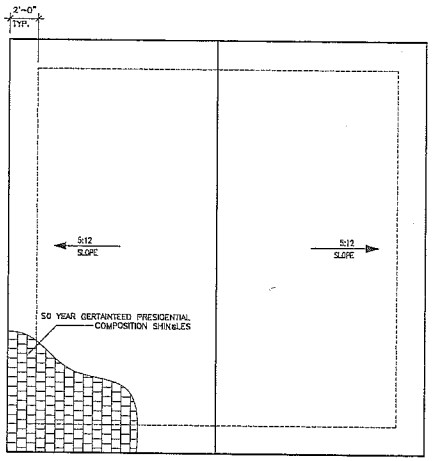
PROPOSED SECOND FLOOR PLAN
SECONDARY UNIT

SCALE: 1/8"=1'-0"



PROPOSED FIRST FLOOR PLAN
SECONDARY UNIT

SCALE: 1/8"=1'-0"



PROPOSED SECOND FLOOR PLAN
SECONDARY UNIT

SCALE: 1/8"=1'-0"

NOTE:

SECONDARY DWELLING UNIT SHALL BE FIRE SPRINKELERED

ALL NEW SMOKE ALARMS AND CARBON MONOXIDE DETECTORS SHALL BE HARD WIRED

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SHEET NAME :
PROPOSED FLOOR PLANS – SECONDARY UNIT

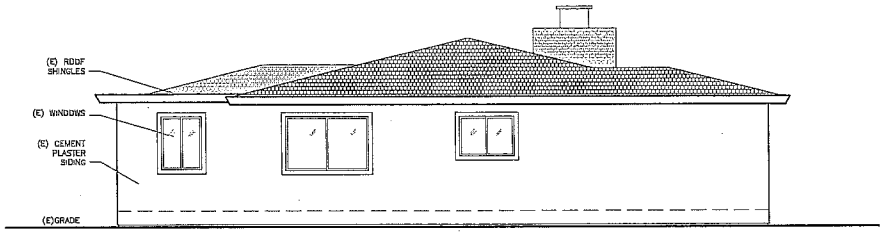
REVISIONS	BY

DRAWN:	KIRK
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/8" = 1'-0"
JOB No.:	13.02.09

SHEET No.:

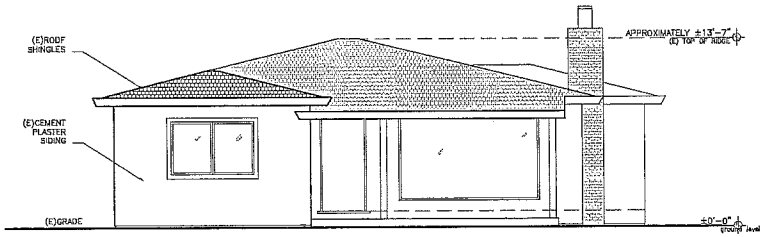
A2.3

SHEETS IN SET :



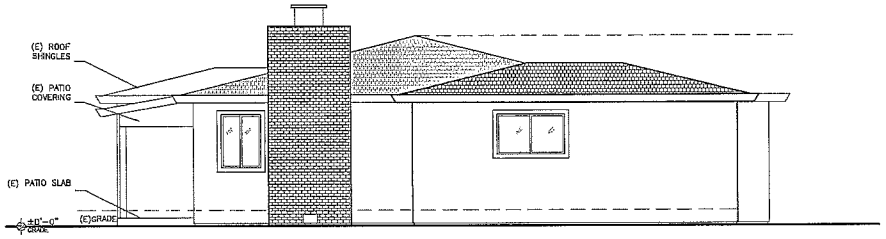
1 SIDE ELEVATION

SCALE: 1/4"=1'-0"



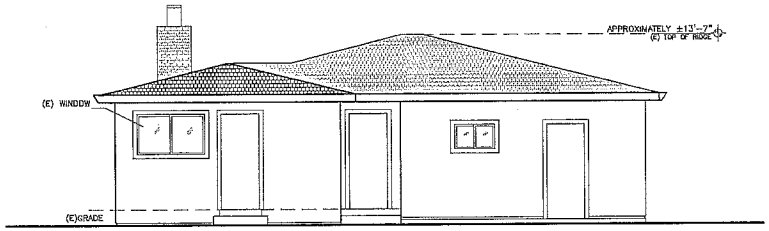
2 FRONT ELEVATION
LAFAYETTE

SCALE: 1/4"=1'-0"



3 SIDE ELEVATION

SCALE: 1/4"=1'-0"



4 REAR ELEVATION

SCALE: 1/4"=1'-0"

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INTERIOR DESIGN

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DESIGN CORPORATION
959 EL CAMINO REAL, #200, SANTA CLARA, CA 95050
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Lafayette

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SHEET NAME :

EXISTING ELEVATION

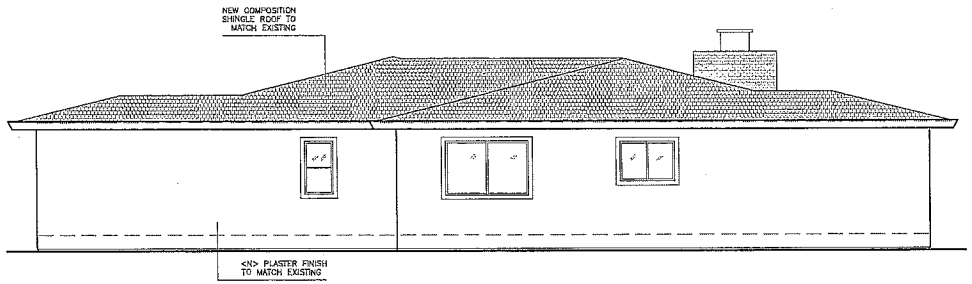
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4"=1'-0"
JOB No.:	13.02.09

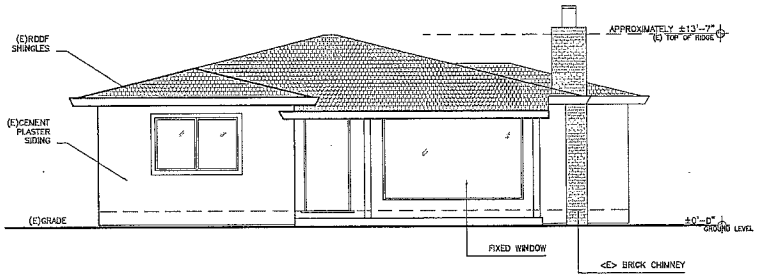
SHEET No.:

A3.1

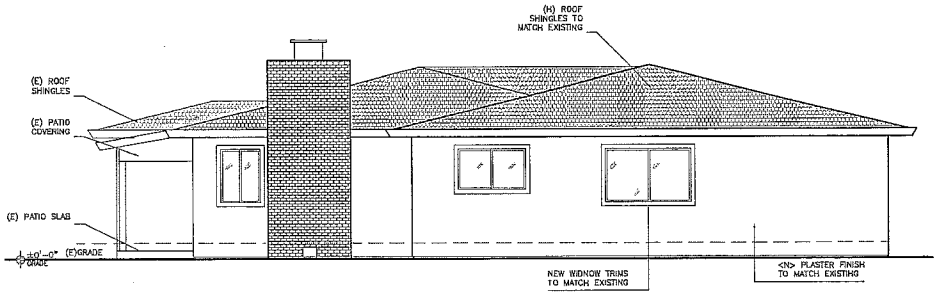
SHEETS IN SET: _____



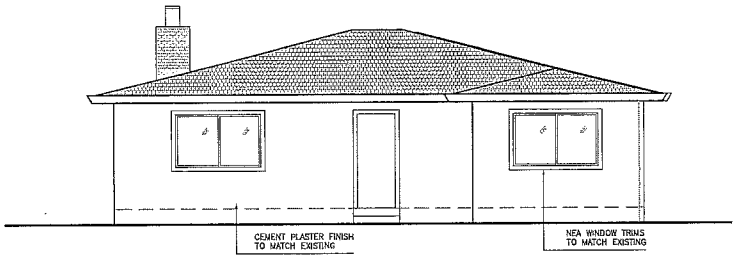
1 SIDE ELEVATION SCALE: 1/4"=1'-0"



2 FRONT ELEVATION EXISTING SCALE: 1/4"=1'-0"



3 SIDE ELEVATION SCALE: 1/4"=1'-0"



4 REAR ELEVATION SCALE: 1/4"=1'-0"

NEW ADDITION FINISHES TO MATCH EXISTING FINISHES OF MAIN HOUSE

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SALVATORE CARUSO DESIGN CORPORATION
930 EL CAMINO REAL, #200, SANTA CLARA, CA 95050
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PROJECT :

Lafayette

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Santa Clara, CA 95050

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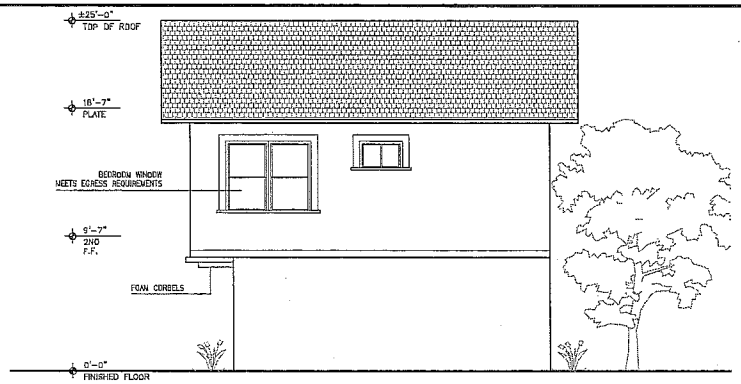
SHEET NAME :

PROPOSED ELEVATION

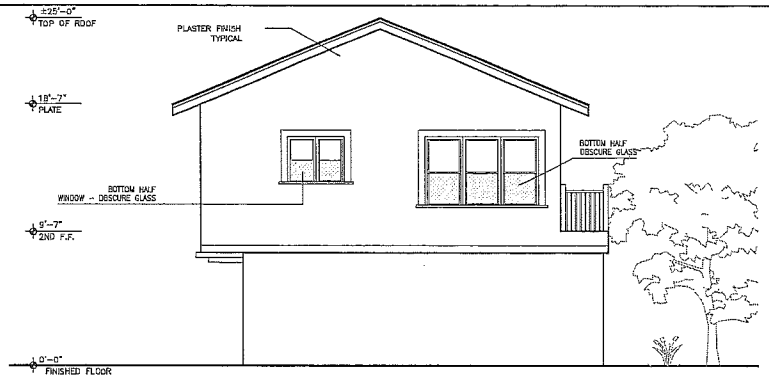
REVISIONS	BY

DRAWN:	NAME
CHECKED:	SAL
DATE:	10/11/2013
SCALE:	1/4"=1'-0"
JOB No.:	13.02.09
SHEET No.:	A3.2
SHEETS IN SET	



SIDE ELEVATION

SCALE : 1/4"=1'-0"

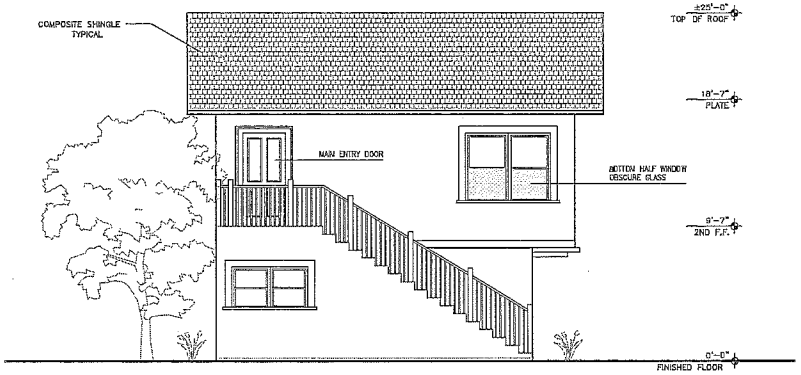


REAR ELEVATION

SCALE : 1/4"=1'-0"

FRONT ELEVATION

SCALE : 1/4"=1'-0"



SIDE ELEVATION

SCALE : 1/4"=1'-0"

SCDC

ARCHITECTURE
INTERIOR DESIGN

SALVATORE CARUSO
DESIGN CORPORATION
400 EL CAMINO REAL, # 200, SANTA CLARA, CA 95050
TEL. No. (408) 998-4067 • FAX. No. (408) 998-4088

PROJECT :

Lafayette

1277 Lafayette St
Santa Clara, CA 95050

GENERAL NOTES :

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2. THIS SHEET IS NOT FOR CONSTRUCTION UNTIL THE ARCHITECT'S STAMP & SIGNATURE ARE ON THIS SHEET.
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4. COPYRIGHT © BY SALVATORE CARUSO DESIGN CORP.

SHEET NAME :

SECONDARY UNIT
ELEVATIONS

REVISIONS	BY

DRAWN:	
CHECKED:	
DATE:	10/11/2013
SCALE:	1/4"=1'-0"
JOB No.:	13.02.09
SHEET No.:	A3.3
SHEETS IN SET	

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 9A

Santa Clara All-America City 2001

Date: February 18, 2014

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Award of Contract: Winchester Boulevard and Newhall Street Storm Drain Replacement (CE 13-14-06)

Contractor: K.J. Woods Construction, Inc.

Address: 1485 Bayshore Boulevard, #149
San Francisco, CA 94124

Bid Amount: $258,000.00

EXECUTIVE SUMMARY:

The Winchester Boulevard and Newhall Street Storm Drain Replacement (Project) consists of replacement of approximately 470 ft. of storm drain pipelines on Winchester Boulevard and approximately 355 ft. on Newhall Street. It also includes replacement of storm drain manholes, catch basins, and other necessary work to complete the Project.

On January 29, 2014, bids were opened for construction of the Winchester Boulevard and Newhall Street Storm Drain Replacement Project. Seven (7) bids were received ranging from $258,000.00 to $459,780.00 (see attached Bid Summary). The lowest bid of $258,000.00 submitted by K.J. Woods Construction, Inc. is 19% below the Engineer's Estimate of $318,090.00. K.J. Woods Construction, Inc. (K.J. Woods) is very familiar with this type of work in this area as they were the contractor for the Walsh Avenue Sanitary Sewer Improvements Project. The bid was reviewed for compliance with the terms and conditions of the Bid Documents and any necessary minor corrections were made. K.J. Woods has been determined to be the lowest responsive and responsible bidder, therefore, staff recommends awarding the contract.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Award of contract will allow the construction to proceed on schedule and enable the City to replace the aging storm drain pipes in the area. Construction may cause some inconvenience to the public during construction.

ECONOMIC/FISCAL IMPACT:

The cost of the contract is $258,000.00 plus 10% for any potential change orders in the amount of $25,800.00 for a total cost of $283,800.00. Funding for this Project is available in the Miscellaneous Storm Drain Improvements (535-4443-80XX0-1831). There is no additional cost to the City.

RECOMMENDATION:

That the Council:

1. Award the Public Works Contract for the Winchester Boulevard and Newhall Street Storm Drain Replacement Project (CE 13-14-06) to K.J. Woods Construction, Inc. in the amount of $258,000.00; and
2. Authorize the City Manager to execute change orders up to approximately 10% of the original contract price, or $25,800.00, for a total amount not to exceed amount of $283,800.00.

Rajeev Batra
Director of Public Works / City Engineer

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Availability of Funds: AK
535-4443-80XX0-1831 $ 283,800.00

Gary Ameling
Director of Finance / Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Bid Summary

	Contractor's Name and Position	Total Bid	%
1	K.J. Woods Construction, Inc. - San Francisco, CA	$258,000.00	-18.9
2	Stoloski & Gonzalez, Inc. - Half Moon Bay, CA	$274,146.00	-13.8
3	Cratus Inc - San Francisco, CA	$275,935.00	-13.3
4	Casey Construction - Emerald Hills, CA	$309,345.00	-2.7

CITY OF SANTA CLARA ENGINEERING DEPARTMENT BID SUMMARY

WINCHESTER BOULEVARD AND NEWHALL STREET STORM DRAIN REPLACEMENT

ENGINEER'S ESTIMATE : $318,090 By: Kimchi Tran

INV. NO.: CE 13-14-06

Bid Opening Date: 01/29/14

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	POSITION NO. 1 UNIT PRICE	POSITION NO. 1 AMOUNT	POSITION NO. 2 UNIT PRICE	POSITION NO. 2 AMOUNT	POSITION NO. 3 UNIT PRICE	POSITION NO. 3 AMOUNT	POSITION NO. 4 UNIT PRICE	POSITION NO. 4 AMOUNT
1	Mobilization and Demobilization	1	L.S.	$14,000.00	$14,000.00	$20,000.00	$20,000.00	$11,000.00	$11,000.00	$20,000.00	$20,000.00	$61,500.00	$61,500.00
2	Traffic and Dust Control	1	L.S.	5,700.00	5,700.00	9,010.00	9,010.00	8,500.00	8,500.00	5,500.00	5,500.00	22,460.00	22,460.00
3	Trench Shields, Sheeting, Shoring, and Bracing	1	L.S.	13,500.00	13,500.00	23,000.00	23,000.00	4,000.00	4,000.00	5,000.00	5,000.00	3,000.00	3,000.00
4	Remove Existing 10-inch Storm Drain	817	LF	50.00	40,850.00	10.00	8,170.00	34.00	27,778.00	5.00	4,085.00	5.00	4,085.00
5	Remove Storm Drain Manhole	5	EA	1,200.00	6,000.00	500.00	2,500.00	1,600.00	8,000.00	500.00	2,500.00	700.00	3,500.00
6	Remove Storm Drain Catch Basin	4	EA	1,000.00	4,000.00	500.00	2,000.00	1,400.00	5,600.00	200.00	800.00	500.00	2,000.00
7	Construct New 12-inch RCP Class V Storm Drain	478	LF	180.00	86,040.00	190.00	90,820.00	181.00	86,518.00	225.00	107,550.00	225.00	107,550.00
8	Construct New Concrete-Encased 12-inch RCP Class V Storm Drain	350	LF	220.00	77,000.00	180.00	63,000.00	207.00	72,450.00	220.00	77,000.00	190.00	66,500.00
9	Construct New Storm Drain Manhole	7	EA	8,000.00	56,000.00	3,500.00	24,500.00	4,900.00	34,300.00	5,500.00	38,500.00	3,250.00	22,750.00
10	Construct New Storm Drain Catch Basin	5	EA	3,000.00	15,000.00	3,000.00	15,000.00	3,200.00	16,000.00	3,000.00	15,000.00	3,200.00	16,000.00
	SUBTOTAL=				**$ 318,090.00**		**$ 258,000.00**		**$ 274,146.00**		**$ 275,935.00**		**$ 309,345.00**

	Contractor's Name and Position	Total Bid	%
5	D & D Pipelines Inc - San Francisco, CA	$390,440.00	22.7
6	Redwood Engineering, Redwood City, CA	$426,186.00	34.0
7	Pacific Underground Contruction Inc., San Jose, CA	$459,780.00	44.5
8	-	-	-

CITY OF SANTA CLARA ENGINEERING DEPARTMENT BID SUMMARY

WINCHESTER BOULEVARD AND NEWHALL STREET STORM DRAIN REPLACEMENT

ENGINEER'S ESTIMATE : $319,000 By: Kimchi Tran

INV. NO.: CE 13-14-06

Bid Opening Date: 01/29/14

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	POSITION NO. 5 UNIT PRICE	POSITION NO. 5 AMOUNT	POSITION NO. 6 UNIT PRICE	POSITION NO. 6 AMOUNT	POSITION NO. 7 UNIT PRICE	POSITION NO. 7 AMOUNT	POSITION NO. 8 UNIT PRICE	POSITION NO. 8 AMOUNT
1	Mobilization and Demobilization	1	L.S.	$14,000.00	$14,000.00	$30,000.00	$30,000.00	35,000.00	35,000.00	15,000.00	15,000.00		
2	Traffic and Dust Control	1	L.S.	5,700.00	5,700.00	30,000.00	30,000.00	65,000.00	65,000.00	20,000.00	20,000.00		
3	Trench Shields, Sheeting, Shoring, and Bracing	1	L.S.	13,500.00	13,500.00	29,000.00	29,000.00	30,000.00	30,000.00	6,000.00	6,000.00		
4	Remove Existing 10-inch Storm Drain	817	LF	50.00	40,850.00	20.00	16,340.00	88.00	71,896.00	20.00	16,340.00		
5	Remove Storm Drain Manhole	5	EA	1,200.00	6,000.00	1,000.00	5,000.00	3,000.00	15,000.00	2,500.00	12,500.00		
6	Remove Storm Drain Catch Basin	4	EA	1,000.00	4,000.00	500.00	2,000.00	2,000.00	8,000.00	1,200.00	4,800.00		
7	Construct New 12-inch RCP Class V Storm Drain	478	LF	180.00	86,040.00	200.00	95,600.00	155.00	74,090.00	380.00	181,640.00		
8	Construct New Concrete-Encased 12-inch RCP Class V Storm Drain	350	LF	220.00	77,000.00	250.00	87,500.00	192.00	67,200.00	390.00	136,500.00		
9	Construct New Storm Drain Manhole	7	EA	8,000.00	56,000.00	10,000.00	70,000.00	5,000.00	35,000.00	6,000.00	42,000.00		
10	Construct New Storm Drain Catch Basin	5	EA	3,000.00	15,000.00	5,000.00	25,000.00	5,000.00	25,000.00	5,000.00	25,000.00		
	SUBTOTAL=				**$ 318,090.00**		**$ 390,440.00**		**$ 426,186.00**		**$ 459,780.00**		**$ -**

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 9B

Santa Clara All-America City 2001

Date: February 10, 2014

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Award of Contract: Cabrillo Avenue/Main Street Sewer Replacement Project (Scott Boulevard to Union Pacific Railroad)
(CE 12-13-06)

Contractor: K.J. Woods Construction, Inc.

Address: 1485 Bayshore Blvd., #149
San Francisco, CA 94124

Bid Amount: $988,000.00

EXECUTIVE SUMMARY:

The Cabrillo Avenue/Main Street Sewer Replacement Project (Project) consists of replacement of approximately 3,000 feet of aging sewer main along Cabrillo Avenue and Main Street, between Scott Boulevard and Union Pacific Railroad. It also includes abandonment of existing 12" sewer main that runs within a sewer easement and within backyards of residential houses, sewer lateral reconnection, installation of a siphon, minor storm drain improvements, and other necessary work to complete this Project.

On January 29, 2014, bids were opened for construction of the Project. Nine (9) bids were received ranging from $801,710.00 to $1,706,100.00 (see attached Bid Summary). On February 3, 2014, the bid submitted by the apparent lowest bidder, Cratus, Inc. (Cratus), was deemed to be non-responsive. Cratus did not meet the minimum requirement of three (3) years of experience as an operating entity. The second apparent lowest bid of $988,000.00 submitted by K.J. Woods Construction, Inc. (K.J. Woods) is about 38% below the Engineer's Estimate. K.J. Woods is very familiar with this type of work as they were the contractor for the Walsh Avenue Sanitary Sewer Project. The bid was reviewed for compliance with the terms and conditions of the Bid Documents. K.J. Woods has been determined to be the lowest responsive and responsible bidder, therefore, staff recommends awarding the contract.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Award of contract will allow the construction to proceed on schedule and enable the City to maintain its level of service to the community and provide reliable infrastructure with adequate capacity to serve the community. Construction may cause some inconvenience to the public during construction.

ECONOMIC/FISCAL IMPACT:

The cost of the contract is $988,000.00 plus 10% for any potential change orders in the amount of $98,800.00 for a total cost of $1,086,800.00. Funds in the amount of $1,086,800 are available in the Sanitary Sewer System Improvements Fund (594-4443-80300-1912). Since the funding for this Project utilizes Utility Funds, there is no impact to the General Fund for additional operation and maintenance cost.

RECOMMENDATION:

That the Council:

1. Award the Public Works Contract for the Cabrillo Avenue/Main Street Sewer Replacement Project (Scott Boulevard to Union Pacific Railroad) (CE 12-13-06) to the lowest responsive and responsible bidder, K.J. Woods Construction, Inc., in the amount of $988,000.00; and,
2. Authorize the City Manager to execute change orders up to approximately 10% of the original contract price, or $98,800.00.

Rajeev Batra

Rajeev Batra
Director of Public Works / City Engineer

APPROVED:

for Julio J. Fuentes
City Manager

Certified as to Availability of Funds:
594-4443-80300-1912 $1,086,800

for Gary Ameling
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Bid Summary

	Contractor's Name and Position	Total Bid	%
1	Cratus, Inc. - San Francisco, CA	$801,710.00	-49.9
2	K.J. Woods Construction, Inc. - San Francisco, CA	$988,000.00	-38.3
3	Stoloski & Gonzalez, Inc. - Half Moon Bay, CA	$998,315.00	-37.6
4	JMB Construction, Inc. - South San Francisco, CA	$1,092,935.00	-31.7

CITY OF SANTA CLARA ENGINEERING DEPARTMENT BID SUMMARY

Cabrillo Ave./Main St. Sewer Replacement Project

ENGINEER'S ESTIMATE : $1,600,000 By: Schaaf & Wheeler

INV. NO.: CE 12-13-06

Bid Opening Date: 01/29/14

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	POSITION NO. 1 UNIT PRICE	POSITION NO. 1 AMOUNT	POSITION NO. 2 UNIT PRICE	POSITION NO. 2 AMOUNT	POSITION NO. 3 UNIT PRICE	POSITION NO. 3 AMOUNT	POSITION NO. 4 UNIT PRICE	POSITION NO. 4 AMOUNT
1	Mobilization and Demobilization	1	L.S.	$130,000.00	$130,000.00	$52,000.00	$52,000.00	$90,000.00	$90,000.00	$39,000.00	$39,000.00	$70,000.00	$70,000.00
2	Traffic Control	1	L.S.	20,000.00	20,000.00	5,000.00	5,000.00	18,000.00	18,000.00	19,000.00	19,000.00	60,000.00	60,000.00
3	Demolition and Abandonment	1	L.S.	149,000.00	149,000.00	20,000.00	20,000.00	20,900.00	20,900.00	96,000.00	96,000.00	70,000.00	70,000.00
4	Trench and Excavation Safety	1	L.S.	50,000.00	50,000.00	25,000.00	25,000.00	92,000.00	92,000.00	15,000.00	15,000.00	30,000.00	30,000.00
5	12" Sanitary Sewer Main	2,630	LF	275.00	723,250.00	192.00	504,960.00	200.00	526,000.00	181.00	476,030.00	186.00	489,180.00
6	8" Sanitary Sewer Main	200	LF	220.00	44,000.00	180.00	36,000.00	190.00	38,000.00	215.00	43,000.00	226.00	45,200.00
7	6" Sanitary Sewer Main	35	EA	190.00	6,650.00	200.00	7,000.00	180.00	6,300.00	211.00	7,385.00	297.00	10,395.00
8	Sanitary Sewer Inverted Siphon	1	L.S.	40,000.00	40,000.00	30,000.00	30,000.00	25,000.00	25,000.00	45,000.00	45,000.00	49,000.00	49,000.00
9	Sanitary Sewer Manhole	13	EA	12,500.00	162,500.00	6,250.00	81,250.00	9,000.00	117,000.00	7,900.00	102,700.00	10,000.00	130,000.00
10	Three-foot Sanitary Sewer Manhole	1	EA	12,500.00	12,500.00	4,500.00	4,500.00	8,000.00	8,000.00	7,800.00	7,800.00	8,500.00	8,500.00
11	Lateral Extension & Reconnection	27	EA	4,000.00	108,000.00	750.00	20,250.00	800.00	21,600.00	3,800.00	102,600.00	2,900.00	78,300.00
12	Lateral Reconnection	43	EA	3,000.00	129,000.00	250.00	10,750.00	400.00	17,200.00	600.00	25,800.00	520.00	22,360.00
13	Storm Drain Relocation	1	L.S.	25,000.00	25,000.00	5,000.00	5,000.00	8,000.00	8,000.00	19,000.00	19,000.00	30,000.00	30,000.00
	SUBTOTAL=				$ 1,600,000.00		$ 801,710.00		$ 988,000.00		$ 998,315.00		$ 1,092,935.00

	Contractor's Name and Position	Total Bid	%
5	Pacific Underground Const., Inc. - San Jose, CA	$1,381,815.00	-13.6
6	Ranger Pipelines, Inc. - San Francisco, CA	$1,406,550.00	-12.1
7	Bay Pacific Pipelines, Inc. - Novato, CA	$1,576,500.00	-1.5
8	Anderson Pacific Engineering Const., Inc. - Santa Clara,	$1,674,650.00	4.7

CITY OF SANTA CLARA ENGINEERING DEPARTMENT BID SUMMARY

Cabrillo Ave./Main St. Sewer Replacement Project

INV. NO.: CE 12-13-06

ENGINEER'S ESTIMATE : $1,600,000 By: Schaaf & Wheeler

Bid Opening Date: 01/29/14

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	POSITION NO. 5 UNIT PRICE	POSITION NO. 5 AMOUNT	POSITION NO. 6 UNIT PRICE	POSITION NO. 6 AMOUNT	POSITION NO. 7 UNIT PRICE	POSITION NO. 7 AMOUNT	POSITION NO. 8 UNIT PRICE	POSITION NO. 8 AMOUNT	ITEM NO.
1	Mobilization and Demobilization	1	L.S.	$130,000.00	$130,000.00	$65,000.00	$65,000.00	60,000.00	60,000.00	50,000.00	50,000.00	160,000.00	160,000.00	1
2	Traffic Control	1	L.S.	20,000.00	20,000.00	33,000.00	33,000.00	40,000.00	40,000.00	15,000.00	15,000.00	100,000.00	100,000.00	2
3	Demolition and Abandonment	1	L.S.	149,000.00	149,000.00	120,000.00	120,000.00	25,000.00	25,000.00	15,000.00	15,000.00	120,000.00	120,000.00	3
4	Trench and Excavation Safety	1	L.S.	50,000.00	50,000.00	12,200.00	12,200.00	25,000.00	25,000.00	20,000.00	20,000.00	40,000.00	40,000.00	4
5	12" Sanitary Sewer Main	2,630	LF	275.00	723,250.00	290.00	762,700.00	360.00	946,800.00	450.00	1,183,500.00	295.00	775,850.00	5
6	8" Sanitary Sewer Main	200	LF	220.00	44,000.00	270.00	54,000.00	355.00	71,000.00	300.00	60,000.00	300.00	60,000.00	6
7	6" Sanitary Sewer Main	35	EA	190.00	6,650.00	250.00	8,750.00	350.00	12,250.00	200.00	7,000.00	490.00	17,150.00	7
8	Sanitary Sewer Inverted Siphon	1	L.S.	40,000.00	40,000.00	58,000.00	58,000.00	15,000.00	15,000.00	50,000.00	50,000.00	25,000.00	25,000.00	8
9	Sanitary Sewer Manhole	13	EA	12,500.00	162,500.00	7,500.00	97,500.00	8,500.00	110,500.00	5,000.00	65,000.00	8,400.00	109,200.00	9
10	Three-foot Sanitary Sewer Manhole	1	EA	12,500.00	12,500.00	7,000.00	7,000.00	4,500.00	4,500.00	5,000.00	5,000.00	8,700.00	8,700.00	10
11	Lateral Extension & Reconnection	27	EA	4,000.00	108,000.00	3,800.00	102,600.00	2,500.00	67,500.00	2,500.00	67,500.00	3,700.00	99,900.00	11
12	Lateral Reconnection	43	EA	3,000.00	129,000.00	955.00	41,065.00	500.00	21,500.00	500.00	21,500.00	2,950.00	126,850.00	12
13	Storm Drain Relocation	1	L.S.	25,000.00	25,000.00	20,000.00	20,000.00	7,500.00	7,500.00	17,000.00	17,000.00	32,000.00	32,000.00	13
	$ 1,086,800.00													
	SUBTOTAL=				$1,600,000.00		$ 1,381,815.00		$ 1,406,550.00		$ 1,576,500		$ 1,674,650	

2/25/14

10A

MINUTES OF THE REGULAR MEETING OF THE PARKS & RECREATION COMMISSION
November 19, 2013

COMMISSIONERS PRESENT: Chuck Blair; Ray Gamma; George Guerra; Mike O'Halloran; Tino Silva; Kevan Michael Walke.

COMMISSIONERS EXCUSED: Roseann Alderete LaCoursiere.

STAFF: Dale Seale, Deputy Parks & Recreation Director.

MATTERS FOR COUNCIL ACTION—Recommend that Council approve an Ordinance to amend Section 9.35.010 (Park Use Permit Required For Large Groups) of the Santa Clara City Code to reduce group size required to apply for a parks facility special use permit from 50 persons to 25 or more people.

I. CALL TO ORDER/ ROLL CALL/ ORDER OF AGENDA

The meeting was called to order by Chair O'Halloran at 7:05 p.m. On a motion by Commisioner Walke and second by Commissioner Blair, the Commission (5-0-2) excused Commissioner LaCoursiere (attending concurrent Council Meeting). Commissioner Silva entered the meeting. On a motion from Commissioner Silva and a second from Commissioner Guerra the Commission approved the agenda (6-0-1).

II. APPROVAL OF MINUTES

On a motion from Commissioner Silva and a second by Commissioner Guerra, the Commission approved (6-0-1) the minutes of the Regular Meeting held on October 15, 2013.

III. CORRESPONDENCE/COMMUNICATIONS

The Commission reviewed recent Council actions of September 24, 2013 and October 8, 2013.

IV. OLD BUSINESS

—(Item not on agenda) Chair O'Halloran made a motion to request that staff send an email to Commissioners advising of any Parks & Recreation related items that are proposed for any upcoming City Council Meeting agendas, such as announcing the distribution of checks to non-profit organizations that participated in the Art & Wine Festival, or letters that may be sent to the City Council. After discussion, the motion failed (3-3-1).

A. The Commission discussed the proposed park dedication event including potential date(s), program and names for the new City park located at Worthington Circle in the Midtown Village development. Commissioner Blair explained the Ad Hoc Committee recommendations of two dates: May 10th (the Saturday before Mother's Day), and May 17th 2014. The event would include opportunities for booths by various City Departments and Commissioners to provide a barbeque and serve residents to welcome them into the community and provide information about the valuable services the City offers residents. The event would be supported by the Parks & Recreation Department. The Ad Hoc Committee provided a list of suggested names for Commission consideration that would then be recommended to Council for their consideration to name the new park located on Worthington Way. Proposed potential park names included: Gary Gilmor (former Mayor); Patricia Mahan (former Mayor); Frank Soares

(contributed to youth sports in Santa Clara); Tony Sanchez (contributed to youth sports in Santa Clara); Larry Wolfe (former Director of Parks & Recreation); Thomas Barrett (founder of the Santa Clara Art & Wine Festival); and the Wilson Family (well known City Santa Clara family). Item tabled for formal recommendation at the January 2014 Commission meeting.

V. NEW BUSINESS—

A. Discussion of a recommendation that Council accept the donation of the new park site improvements located at Worthington Circle (APN#303-17-051) from Summerhill Homes in the Midtown Village development, was tabled.

B. Discussion of problems with chronic park use by organized groups of less than 50 persons that interfere with casual park use and other permissible activities. Currently a Facility Use Permit is required for large groups of more than 50 persons such as sports leagues, non-profit groups, family reunions, school groups etc. Commission reviewed a proposed Ordinance to amend Section 9.35.010 of the Santa Clara City Code to reduce group size required to apply for a parks facility special use permit from 50 persons to 25 or more people. On a motion by Commissioner Silva, and second by Commissioner Blair, the Commission (6-0-1) recommended that Council proposed Ordinance to amend Section 9.35.010 (Park Use Permit Required For Large Groups) of the Santa Clara City Code to reduce group size required to apply for a parks facility special use permit from 50 persons to 25 or more people.

C. The Commission discussed cancellation of next regularly scheduled meeting, December 17, 2013. On a motion by Commissioner Blair, and a second by Commissioner Silva, the Commission canceled (6-0-1) the next regular Parks & Recreation Commission meeting scheduled for December 17, 2013.

VI. STAFF REPORT—A. Special Event Updates: Deputy Director Seale reported on the upcoming Holiday Tree event and that the tree is scheduled to be planted in November for the upcoming Holiday Tree Lighting event. B. Parks & Cemetery Projects: The Deputy Director provided an update on the Central Park Pond Filtration Project with expected completion by the end of June.

VII. COMMISSIONERS' REPORTS

Commissioner Gamma—Reported on his visit to the Reed Street Dog Park, attended the City Council Study Session on the Library, Attended the Children's Halloween Party at the Youth Activity Center, commented on his attendance at Veterans Day Memorial Event. He also reported on his attendance at the Mission City Convention Center Event.

Commissioner Guerra—Attended the Santa Clara Lions football game and saw the new scoreboard at Townsend Field, and noted that it looks great.

Commissioner O'Halloran— Reported on his attendance at the following events: Senior Center Crafts Fair; Agnews Historic Park; Bicycle Advisory Group at the Central Library regarding traffic on Benton.

Commissioners Blair, LaCoursiere, Silva, Walke— No reports.

VIII. CONFERENCE ATTENDANCE REPORTS—Deputy Director Seale reminded the Commission about the upcoming Bay Area Revenue Management School to be held in San Jose on December 5 and 6, 2013. The Commission was also reminded of opportunities to participate in Leadership Santa Clara a six month program meeting once per month to prepare citizens for a leadership role in the community. Commissioner Guerra stated that he is interested in participating.

IX. PUBLIC PRESENTATIONS/COMMENTS—None.

X. ADJOURMENT—On a motion by Commissioner Blair, and a second by Commissioner Silva, the Commission adjourned to the next regularly scheduled meeting January 21, 2014 (December 17 meeting cancelled), in the City Hall Staff Conference Room.

Prepared by: James Teixeira
James Teixeira
Director of Parks & Recreation

Reviewed by: Andrew Brown
for Roseanne LaCoursiere
Commission Secretary

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 13A

Date: February 20, 2014

To: Mayor and Council for Action

From: Sheila Tucker, Assistant City Manager

Subject: Monthly Report for 2013-2015 Council's Strategic Plan

EXECUTIVE SUMMARY:

On September 24, 2013, the City Council adopted the City of Santa Clara Strategic Plan for 2013-2015, and the Six-Month Strategic Objectives from September 13, 2013 through March 15, 2014 with monthly updates to Council. This staff report provides a final monthly update on the status of the six-month strategic objectives for this six month period. A final report on the progress and accomplishments of the strategic goals and objectives will be provided at the Council's next Strategic Planning Retreat to be held on April 11, 2014, from 8am to 5pm, at the Santa Clara Convention Center.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The City of Santa Clara's Council goals and Strategic Plan continues to help guide the City through budget and economic challenges.

ECONOMIC/FISCAL IMPACT:

Additional funds may be needed to complete some strategic plan objectives. Fiscal impacts will be addressed as part of the budget process.

RECOMMENDATION:

It is recommended that Council note and file the February 2014 update of the Six-Month Strategic Objectives from September 13, 2013 through March 15, 2014.

Sheila A. Tucker

Sheila A. Tucker
Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report: Six-Month Strategic Objectives from September 13, 2013 through March 15, 2014.

CITY OF SANTA CLARA
SIX-MONTH STRATEGIC OBJECTIVES
13 September 2013 through 15 March 2014

Two Year Goal: **PROMOTE AND ENHANCE ECONOMIC AND HOUSING DEVELOPMENT**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
11/1/2013	Economic Development Officer		Provide a presentation to the City Council on a City Center Site Development Plan	Complete	
4/8/2014	Director of Planning & Inspection	Planning Commission	Present findings to the City Council for action on new guidelines for mixed-use transit-oriented parking requirements	Revised	Staff to complete review and compile data of various studies.
3/18/2014	Director of Planning & Inspection	Police Chief; Housing and Community Service Manager;	Present to the City Council for consideration a contract with Destination Home to address 20 of the most challenging chronic homeless residents in Santa Clara	Revised	Revisions required in report to address hold on Housing Program income to fund a contract.
3/25/2014	Director of Planning & Inspection	Director of Electric Utility/SVP; Director of Public Works; Director of Water & Sewer;	Present to the City Council for action on options for El Camino Real's complete streets design	Revised	Staff to compile input from various departments on landscaping, lighting, utilities, etc.
4/1/2014	Director of Planning & Inspection	Director of Finance;	Develop and present to the City Council for action a strategy to promote and develop affordable housing in the post-RDA era	Revised	Staff has met with the Housing Trust and is looking at options.
5/1/2014	City Manager	Director of Planning & Inspection; Economic Development Officer;	Evaluate and present to the City Council Downtown Committee for review options and opportunities to partner with Santa Clara University for downtown development	Revised	A meeting with key property owners/developers in the downtown will be held in mid-March. Staff will report the outcomes of this meeting to the Downtown Committee.
3/15/2014	Director of Planning & Inspection		Present to the City Council for direction a concept plan for development of Lawrence Station Planning Area	On Target	Item tentatively scheduled for Council review on 3/18/14.

Two Year Goal: **PROMOTE AND ENHANCE ECONOMIC AND HOUSING DEVELOPMENT**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
4/1/2014	Director of Planning & Inspection	Economic Development Officer;	Complete the Stadium Transportation Management and Operations Plan and present it to the City Council	On Target	Staff is making final edits to the draft TMOP. Target completion is in March 2014. A follow up stakeholders meeting will be held in April/May.
3/15/2014	Economic Development Officer	City Manager; Assistant City Manager; Director of Planning & Inspection	Identify and pursue at least 10 new restaurants, 10 new retailers, and 10 entertainment venues to locate in Santa Clara and report the results to the City Council	Revised	Staff is continuing evaluation of properties and opportunities to accommodate new restaurants. Staff met with a prominent restaurateur who is interested in opening a restaurant on El Camino Real and in North Bayshore. Additional outreach to prospective restaurants is on-going.

Two Year Goal: **ENSURE FISCAL RESPONSIBILITY**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
7/1/2014	Director of Electric Utility/SVP		Complete the agreement pertaining to the COTP (California Oregon Transmission Project) that will reduce our costs by $6 million per year	Revised	TANC Commission continued discussion on the contract document at its February, 2014 meeting while legal counsel continues review of the agreement. Effective date of the contract expected to be July 1, 2014.
2/28/2014	Director of Finance	Director of Human Resources; Director of Information Technology	Move to a paperless environment for the Finance/HR Management System (FHRMS)	Revised	Approximately 70% of the equipment has been received and installed. Staff is currently testing the "Attachment" feature. Once testing is complete, staff will determine if all or a portion of the remaining equipment is needed.
3/15/2014	Director of Finance	City Manager	Revise the Purchase Card Program Policy and present to the City Council for action	On Target	The completion of this strategic objective was to be led by the new Purchasing Manager. The recruitment for this position has yet to be completed. Existing staff are working on the 1st draft to complete this objective.
4/30/2014	Director of Parks & Recreation	City Attorney; Director of Finance;	Develop a new Housing Development Impact Fee for parks acquisition and facility development and present to the City Council for action	Revised	Nexus Study underway with Willdan Financial Services. Initial draft information to be reviewed with Parks & Recreation Commission, Planning Commission and focus group of developers for input and comment in early March. Draft ordinance to be prepared in April for Council consideration.

Two Year Goal: **ENSURE FISCAL RESPONSIBILITY**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/15/2014	City Manager	City Attorney; Director of Finance	Achieve completion of the administrative steps in the RDA wind-down process	On Target	A meeting has been scheduled for March 20, 2014 to discuss property issues with Santa Clara County. An offer to settle Northside Library was presented to the DOF and State Controller Office for consideration.
3/15/2014	Director of Finance	City Attorney	Complete an update of the City's Business License Tax Ordinance	On Target	Preliminary draft in review. Anticipate Council presentation on March 18, 2014.
8/1/2014	Director of Finance	City Manager; City Attorney; City Council	Revise the City Purchasing Ordinance and present to the City Council for action	Revised	The completion of this strategic objective was to be led by the new Purchasing Manager. The recruitment for this position has yet to be completed which has pushed completion into the subsequent strategic plan period.
3/15/2014	City Clerk and Auditor	City Attorney; Director of Finance	Assess current City auditing practices and make recommendations to streamline or update, if needed, to the City Manager and City Council for direction	On Target	Comprehensive draft report to be presented to Council at the February 25, 2014 Council meeting.
3/15/2014	Director of Finance		Complete the User Fee Study Phase II and present to the City Council for 2014-2015 Municipal Fee Schedule	On Target	City departments have reviewed 1st draft results. The Consultant is working on revisions as requested by departments. The City expects to receive the 2nd draft in February.

Two Year Goal: **ENHANCE COMMUNITY SPORTS AND RECREATIONAL ASSETS**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
10/31/2013	Director of Parks & Recreation		Provide an annual Halloween special event at the Youth Activity Center for 1500+ youth	Complete	
11/15/2013	Director of Parks & Recreation		Provide to the City Council a follow-up report on feedback from the Rotary Barbeque, All-City Picnic and the July 4th fireworks events	Complete	
4/30/2014	Director of Parks & Recreation	Parks and Recreation Commission	Resurface the Central Park tennis courts	On Target	Contractor selected. Date of project pending warmer temperatures and dry weather.
3/31/2014	Director of Parks & Recreation	Parks and Recreation Commission	Bring to the City Council for action a recommendation for relocation of the soccer park	Revised	Consultant hired. Three public input meetings held with youth sports groups & stakeholders. Draft report to be completed mid-March for Parks & Recreation Commission review and recommendation in March 2014.
4/30/2014	City Librarian		Continue providing the LSTA Sustainable U grant programming and projects	On Target	This is an ongoing grant that will end at the end of FY2013-2014.
12/15/2013	City Librarian		Implement new e-platforms at the Library (e.g., international newspapers online, audio and digital)	Complete	Axis 360 and Boopsie implemented adding thousands of new e-books to collection.
3/31/2014	Director of Parks & Recreation		Submit plans to the Division of State Architect for remodel of the restroom facilities at Townsend Field	Revised	Plans pending review.

Two Year Goal: **ENHANCE COMMUNITY SPORTS AND RECREATIONAL ASSETS**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
4/30/2014	Director of Parks & Recreation	Parks and Recreation Commission	Present to the City Council the results of the Sports Management Study regarding the development of the International Swim Center (ISC)	Revised	Staff held two meetings with SVAI & ISHOF. A public opinion research consultant is drafting a community telephone survey for community polling in March 2014. TSMG report findings were delayed to allow completion of survey and inclusion of survey results.
4/19/2014	Director of Parks & Recreation		Host the dedication of the 90 North Winchester Blvd. park, including selection of the park's name	On Target	Parks & Recreation Commission reviewed dates and forwarded recommendation to Council. Selection of event date on pending agenda. Parks & Recreation Department to implement based on date selected.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
1/31/2014	Director of Public Works		Complete the modification of the planter in the center of Pomeroy Rd. and replace the valley oak tree	Complete	
3/15/2014	Director of Finance	Director of Electric Utility/SVP; Director of Information Technology; Director of Water & Sewer	Upgrade the customer interface to the Utility Billing System	On Target	Customer Connect software has been installed. The City is working with the vendor to complete functionality. The fit/gap analysis is underway.
3/1/2014	City Librarian		Create the RFP for the selection, purchase and installation of carpet for Central Park Library	Revised	RFP for installation is being put out to bid.
12/31/2013	Fire Chief		Ensure CPR training is conducted for over 200 city employees	Complete	
2/28/2014	Director of Water & Sewer		Recommend revisions to the Sanitary Sewer Management Plan and present to the City Council for action	Revised	The revisions to the Sanitary Sewer Management Plan will be on the 2/25 City Council Agenda.
12/31/2013	Director of Public Works		Pending Caltrans approval and available funding, will begin implementation of the Lawrence and El Camino Real Beautification Project	On Target	Staining the side wall abutments to the Lafayette Street railroad trestle has begun. Other work will be completed as weather permits. Staff is still working to obtain Caltrans approval to do improvements to El Camino/Lawrence overcrossing.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
12/31/2013	Director of Electric Utility/SVP		Issue an RFP for electric vehicle charging stations for the Tasman Parking Garage	On Target	SVP is pursuing multiple strategies: ▪ On Feb 4, SVP submitted a grant proposal to the California Energy Commission, along with the Electric Power Research Institute and Joint Venture Silicon Valley, to install 24 dual-port Level 2 charging stations on the first two levels of the Tasman Drive Parking Structure. Notification of award is expected in March. ▪ SVP continues to work with Green Charge Networks for the installation of 2 combined DC fast chargers/energy storage installations on the ground level of the Tasman Drive Parking Structure. These installations will be covered by CEC grant funds secured by Green Charge Networks. ▪ A new grant opportunity from BAAQMD is expected in the next few months, which will be evaluated for installation of DC fast chargers and Level 2 chargers at the Northside Public Library site, and possible other city sites.
12/31/2013	Director of Electric Utility/SVP		Complete a Ten-Year Power Purchase Agreement with Tri-Dam Project for additional hydroelectric resources	Complete	
3/5/2014	Director of Water & Sewer		Propose to the City Council for action ordinance changes to bring the city's sewer ordinance up to current EPA requirements	Complete	Ordinance was passed by City Council on February 11, 2014.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
2/19/2014	Police Chief	Fire Chief	Incorporate the new digital Police and Fire radio system into emergency operations	On Target	Public Works radio equipment (mobiles and portables) have been programmed, installed, and issued. Staff is testing the equipment and the system is scheduled to go live by March of 2014. All programming of radio equipment at the Police Department was completed in early February 2014, with the installation of radios in specialty police vehicles to be completed by April 2014. A prototype of the Fire Department Battalion Chief vehicles has been completed and the design has been accepted. All other Fire vehicle radio installations will be completed by April 2014. The new radio system should be fully operational in May of 2014.
2/19/2014	Police Chief		Develop a Police Dept. Strategic Plan for department staffing levels and resources for stadium events and present to the City Manager	On Target	HR/Police met with 63 Per Diem/Special Events Officers who completed employment packets in February 2014. Approximately 50 more Per Diem/Special Events Officers will have packets completed by the beginning of April 2014. Three (3) training events will be held in May of 2014. Our efforts to increase the pool of candidates are on-going.
2/11/2014	Director of Public Works		Recommend to the City Council for action awarding the Sanitary Sewer Phase II contract to facilitate development in the Lawrence, Monroe, El Camino Real area	Complete	On November 13, 2013, bids were opened for construction of the Project, and the City Council awarded the contract on December 3, 2013 to KJ Woods in the total amount of $5,156,800.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/1/2014	Director of Electric Utility/SVP		Complete four neighborhood solar installations	On Target	Three projects (St. Justin's Parish, Our Lady of Peace Church and the Hope Services systems) are complete and operating. Meeting scheduled for mid-February with the Muslim Community Association to discuss next steps for their project (contracting, system specifics, etc.).
3/1/2014	Director of Electric Utility/SVP		Connect electric service to customers for 20-30 MW of new requested capacity	On Target	8.0 MW of increased capacity has been connected and SVP is still on track to add an additional 18 MW before the end of March 2014.
3/1/2014	Director of Water & Sewer		Evaluate the potential for online monitoring of water quality on north side tanks and make a recommendation to the City Manager	On Target	Equipment and installation of the equipment has been evaluated. This information will be provided to the City Manager in February 2014.
3/1/2014	Director of Water & Sewer		Ensure the installation of 2,500 linear feet of replacement water main for the Agate/Pilot Knob neighborhood	Complete	As of 1/31/14 City crews have installed 3,005 linear feet of replacement water main in the Agate/Pilot Knob area and crews are continuing to install new main in that area.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/1/2014	Director of Information Technology	Department Directors	Upgrade at least 5 key department application systems	Complete	A comprehensive inventory of all departmental applications was compiled and those with significant risk identified. Several applications have been upgraded, well over the original target of five. Work is underway to remediate/upgrade additional applications: ▪ Sunguard – (Finance Treasury) – Completed Sept 2013 ▪ Faster Fleet management System (DPW Auto) – Completed Sept 2013 ▪ Digital Reel (Police) – Completed Oct 2013 ▪ APBNet (Police) Replaced Critical Reach – Completed Oct 2013 ▪ Linkup – Accounts Payable and Payroll check printing and direct deposits – Completed Oct 2013 ▪ Crossroads Traffic Collision (DPW Traffic, PD) – Completed Nov 2013 ▪ Lucity Work order Management System (Water & Sewer) – Application – Dec 2013; Infrastructure - Jan 2014 ▪ Hdl – Business License (Finance, Fire) – Upgraded to version 2.0; go-live in March ▪ Metaviewer – Reporting for Utilities & Payroll (Finance) – User Training and testing underway with go-live March ▪ Sire – (City Clerk) Agenda-to-go in pilot phase with key staff in City Clerk, City Manager, IT, Planning, HR caccessing the paperless agenda packet via iPads. Video Streaming server upgrade completed.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/1/2014	Director of Water & Sewer		Install citywide 400 AMI-compatible water meters	Complete	As of 1/31/14, Water Department personnel had replaced 501 water meters with AMI compatible meters. Water Department personnel continue to replace non AMI meters with AMI compatible meters.
3/1/2014	Director of Water & Sewer		Propose to the City Council for action an ordinance regarding the inspection, repair and replacement of sanitary sewer laterals	Complete	Proposed ordinance will be considered by the City Council at the 2/25/14 Council Meeting.
3/1/2014	Director of Public Works		Ensure restriping of 15,000 lineal feet of curb on portions of Scott Blvd, Cabrillo Ave., Pomeroy Rd., Kiely Blvd., Pruneridge Ave. and Juliette Lane	Complete	The curb along Juliette Lane was restriped to complete this striping project.
3/1/2014	Director of Information Technology	Director of Planning & Inspection	Develop a centralized web-based GIS application for key services (e.g., infrastructure management, public safety response, utilities)	Complete	New version of the web-based GIS application, called infoMap 2.0, was released and is awaiting acceptance from the Building Division (the main stakeholder). As a subsequent activity, now working with departments (Water & Sewer, Police & Fire, and Parks & Recreation) to get their GIS data layers in the Enterprise Geospatial Repository for access via this new infoMap application.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/1/2014	Director of Parks & Recreation		Complete park tree replanting at Bracher Park, Kathryn Hughes Park, Henry Schmidt Park, Mary Gomez Park and Homeridge Park	On Target	Fifty of 80 projected trees have been planted. 7 at Homeridge Park; 14 at Montague Park; 1 at Bracher Park (4 more to be planted by March 28th); 3 at Jenny Strand Park; 2 at Henry Schmidt Park (4 more to be planted by March 21st); 1 at Central Park (7 more to be planted by March 14); 4 at Earl Carmichael Park; 6 Live Oak Park; 6 Agnew Park; 6 at Mary Gomez Park; 0 Fairway Glen Park (8 to be planted by March 21st); Thamien Park (3 to be planted by March 21st)
3/1/2014	Director of Public Works		Complete the San Tomas – Saratoga Creek Trail and open it to the public (including 4 in-pavement warning lights, 32,000 sq. ft. of green thermoplastic bike lane, and reconfiguration of Calabazas Blvd.)	Complete	The "on-street" portion was completed in the Fall of 2013 and is in use. The Spur Trail along San Tomas Expressway from Cabrillo to El Camino Real is open to the public but has punch list work remaining. Final completion is expected in April 2014.
3/1/2014	City Librarian		Ensure the upgraded handling system, Tech Logic, at the Central Park Library	Complete	Tech logic upgrade complete; book return system running well.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/1/2014	Director of Information Technology	Director of Public Works; Fire Chief; Police Chief	Implement public safety and traffic technology build-out for Levi's Stadium	On Target	Network infrastructure requirements for Public Safety and Traffic have been designed with construction underway. Once construction is complete (April timeframe), the IT Department will procure equipment to extend the Citywide network to the stadium. An overall technology Bill of Materials has been developed and being reviewed by Police, Fire and Traffic departments. An overall implementation project plan is being developed with implementation to be completed by August 2014.
3/1/2014	Director of Information Technology	SVACA	Redesign the website to encourage adoptions of animals and promote the service of Animal Control	Complete	The SVACA website was launched in January2014. The redesigned website utilizes the City's web content management system (CMS) which offers many features. They include homepage scrolling promos, featured pets, access to eNotify, and automatic posts to social media, event calendar, news feeds, mobile friendly, and the ability to self-manage website updates. Residents form SVACA's service area will be able to access current information and receive email alerts for adoptable animals, volunteer opportunities and special events. The SVACA website will also benefit from upgrades when the City performs maintenance, keeping the site current.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/15/2014	Director of Information Technology		Replace the obsolete phone system for improved productivity and service	Revised	IT Department is testing the new telephone system in preparation of Citywide rollout; configuration and testing of new Call Center Utility Billing interface is proceeding well; department data gathering meetings have been completed and data being verified; significant time is being spent reviewing existing telephone line inventory and verifying lines to be migrated to new system. Fiber connections to new equipment are being installed and tested. The communications carriers have had unforeseen delays and have been addressed. The project will continue into next strategic planning term.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/15/2014	Director of Information Technology		Deploy WiFi within City facilities for staff and public use	Complete	At the start of the year, very few city facilities apart from the Central Library and select locations in City Hall had Wireless Access Points (WAP's) installed and even so, coverage was spotty. As part of this initiative, WAP's have been installed in all City Facilities. WAP density was also increased at City Hall for improved coverage. The number of access points deployed in city facilities has been significantly increased from 25 to currently 76 for staff and public use. Wi-Fi coverage continues to be monitored and additional WAP's deployed as areas of weak coverage are discovered. A re-design of the Wi-Fi environment is underway including new and improved access for employees especially with a focus on mobility needs.
3/15/2014	Director of Human Resources	City Departments	Strengthen the City's cyber security preparedness, including information security awareness training for all City staff and Council members	On Target	Initial review of the security training modules has been completed. Planned beta testing for late February with HR Department as pilot.
3/15/2014	Fire Chief		Plan, organize and provide to City staff and Council members an Emergency Operations Center (EOC) Awareness Course	On Target	EOC Awareness Training was completed for Dept. Heads on 1/21/14. Further awareness training is scheduled for City personnel on 2/25/14, 3/31/14 and 4/17/14.

Two Year Goal: **DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/15/2014	Director of Information Technology		Ensure an upgrade of 100% of staff and public use computers with current technology	Complete	The "C-Simply" project was launched with a goal to empower users to Connect, Collaborate, & Create Simply. This project has been well received. An emphasis on end user change management training has resulted in documented productivity improvements. Most users have been trained in the current desktop and productivity applications. Eight hundred and twenty (91%) of staff and public computers are at current specifications as of mid-February with additional upgrades continuing. A known incompatibility with the permitting system is hampering the last batch of system replacements and is being investigated.
3/15/2014	Director of Public Works	City Attorney; Director of Planning & Inspection	Initiate the CEQA process for a single plastic bag ban and expanded polystyrene foam ban to assist with the drafting of a new ordinance	On Target	Staff gave a presentation to the Chamber of Commerce's Government Relations Committee on January 7th and conducted Public meetings on January 7th and 15th. Staff also presented on the plastic bag issue to the Youth Commission on February 11th. Online surveys to help craft future public education have been posted on the City's website. A report will be provided at the March 18th City Council meeting.

Two Year Goal: **BALANCE THE EMERGING ECONOMIC OPPORTUNITIES WITH THE NEEDS OF OUR COMMUNITY**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
4/1/2014	City Manager	Assistant City Manager; City Council	Develop a Vision Plan to identify guiding principles to protect or enhance community resources, services and amenities	Revised	Staff is revising timeline given revised timelines for activities that must be completed as part of this Vision Plan.
4/1/2014	City Manager	Ad Hoc City Council Committee	Conduct a study of new stadium revenues and recommend to the City Council for action a policy and process for the use of some revenue for community purposes	Revised	Staff is in process to bring additional revenues with the additional of PAL BMX parking and other City property near Route 237 and Lafayette. Revenue projections will be updated prior to bringing forth to Ad Hoc committee.
3/1/2014	City Manager	City Council	Create a process for developing a city brand that states who we are	Future	The City's new Marketing Committee held its first meeting on February 19, 2014. The Committee will develop a marketing and branding strategy for the City. To assist Santa Clara in its foundational efforts, a team of alumni from the Harvard Business School will assist the City in a community engagement process. Parallel to this effort, staff is conducting a request for proposals to hire a public relations firm to develop a new City brand, taglines, messaging guidelines, and conduct a public relations campaign.

Two Year Goal: **BALANCE THE EMERGING ECONOMIC OPPORTUNITIES WITH THE NEEDS OF OUR COMMUNITY**					
When	**Who-Lead**	**Who-Assist**	**What**	**Status**	**Comments**
3/1/2014	City Manager	City Manager; Director of Information Technology; Economic Development Officer; Public Information Manager	Develop a digital media marketing strategy for economic development and promote Santa Clara as a destination for business, entertainment, and living	On Target	A microsite to promote the City to highlight business, living an entertainment is nearing completion. A kick-of meeting with the Harvard Business School (HBS) was held for the pro-bono consulting project to develop a marketing strategy. HBS has gathered an impressive group of seven that includes executives and senior managers, who will work closely with city stakeholders. This initiative is timely and will be merged with the newly formed Council Marketing Committee.
4/1/2014	Economic Development Officer	City Manager; Public Information Manager	Develop and begin implementation of a Community Communication Plan to help the community see how economic development benefits the community	Future	The Marketing Committee held its initial meeting on February 19. This committee will review marketing of other key community stakeholders and develop a branding strategy for the City.
3/15/2014	Director of Electric Utility/SVP	Director of Information Technology	Develop and present to the City Council for action a plan to enhance citywide wireless access and infrastructure	On Target	Heat mapping of existing system coverage and customer awareness telephone surveys are underway. All indoor Wi-Fi spots directly connected to Ethernet or fiber optics in City facilities have had the bandwidth cap removed and most locations are seeing 15-20 mbs connection speeds (CSC Public and CSC Private). Based on results of surveys, internal meetings will begin for the development of the enhancement plan for the SVP MeterConnect Wi-Fi outdoor system.

Meeting Date: 2/25/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 13B

Santa Clara All-America City 2001

Date: February 6, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Amendment No. 1 to the Agreement with Plan Review Consultants, Inc., for Plan Check and Inspection Temporary Staffing Services

EXECUTIVE SUMMARY:

The construction activity in the City of Santa Clara continues at a high level in the strong economy and is anticipated to continue at over at least the next two or three years. Plan check and inspection services are at extreme levels, with much assistance for regular staff from contractual service providers. Current permanent City staffing cannot meet the increased demand for services such that additional full time hires are being considered. In the meantime, the Department administratively entered into a $49,000 agreement for performance of services with Plan Review Consultants, Inc. to secure immediate additional staffing. This amendment will increase the contract amount by $251,000 for a total amount of $300,000 to cover a two year period, allowing for flexibility in responding to service demand over that time. All funds are drawn from the Building Reserves account.

The Levi's Stadium project is only one of many highly visible and complex projects requiring daily plan check and inspection work. Other substantial projects in the works include the Santa Clara Gateway office project, the Marriott Town Suites hotel project, the Gallery at Central Park apartments, Tuscany Apartments, the Santa Clara Technology Center and the Santa Clara Town Centre project, all of which are in the plan check or construction stages. The NVIDIA and Monticello Village projects, among others, will be submitting construction documents soon, and we anticipate over two million dollars in plan check and inspection fees just for those two identified projects. Monthly activity reports from December 2010 to December 2013 reflect continued high levels of demand for service. Over that time period, the number of permits issued have increased by 13.6 percent. These reports also show that the average number of inspections over that period has grown from 90 to 139 per month, over 50 percent.

Building Inspection Division plan check and inspection fees received by the City must, by law, be dedicated to offsetting the costs of building and construction related services. Robust development has generated healthy fee revenues, but there is not sufficient permanent staffing to respond to the current demand. In order to accommodate this demand, the Building Inspection Division is requesting an amendment to the current agreement with Plan Review Consultants, Inc., increasing the term of agreement to extend through March 30, 2016 and increasing the funding of the agreement by an additional $251,000.00, with a revised total not to exceed amount of $300,000.00. Over that period, contract staffing will be called upon based on demand for service. A copy of Amendment No. 1 has been placed in Council offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The provision of adequate permit, plan check and inspection services is vital for economic development objectives Citywide.

ECONOMIC/FISCAL IMPACT:

There is no impact to the City's General Fund. The additional $251,000.00 of funds are available in the Building Reserves account 063-44465.

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with Plan Review Consultants, Inc. to increase the term of agreement to extend through March 30, 2016 and increase the funding of the agreement by an additional $251,000.00, with a revised total not to exceed amount of $300,000.00.

Kevin L. Riley
Director of Planning and Inspection

Certified as to Availability of Funds:
063-44465 $ 251,000.00

APPROVED:

Julio J. Fuentes
City Manager

Gary Ameling
Director of Finance

FIVE COUNCIL VOTES

Documents Related to this Report:
1) Amendment No. 1 to the Agreement with Plan Review Consultants, Inc. (in Council offices)

AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
PLAN REVIEW CONSULTANTS, INC.

PREAMBLE

This agreement ("Amendment No. 1") is made and entered into on this _____ day of February, 2014, ("Effective Date") by and between Plan Review Consultants, Inc., a corporation, with its principal place of business located at 1680 Civic Center Dr., Ste. 225, Santa Clara CA 95050 ("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", dated January 22, 2014 (the "Original Agreement"); and

B. The Parties entered into the Original Agreement for the purpose of having Contractor provide qualified contract personnel, technical and professional services, and the Parties now wish to amend the Original Agreement to increase the amount billed under the Agreement not to exceed three hundred thousand dollars ($300,000.00).

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Exhibit B, Schedule of Fees, of the Agreement for the Performance of Services is hereby amended to read as follows:

> In no event shall the amount billed to City by Contractor for services under this Agreement exceed three hundred thousand dollars ($300,000.00), subject to budget appropriations.

2. AMENDMENT PROVISIONS

That Section 2, Term of Agreement, of the Agreement for the Performance of Services is hereby amended to read as follows:

> 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 March 30, 2016, or at the time a further agreement for services is approved.

3. 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.

4. 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

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"

PLAN REVIEW CONSULTANTS, INC.
a corporation

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Massoud Abolhoda

Title: President

Local Address: 1680 Civic Center Dr., Ste. 225
Santa Clara, CA 95050

Email Address: massoud@permitsoft.com or massoud@plan-review.com

Telephone: (650) 321-7008

Fax: (510) 217-4098

"CONTRACTOR"

02/25/14

15

City of Santa Clara

Ribbon Cuttings

January 2014

City of Santa Clara

1

New Balance
January 8, 2014

City of Santa Clara

POST MEETING MATERIAL

Taste Restaurant and Night Club
January 13, 2014

City of Santa Clara

Mary's Closet
January 24, 2014

City of Santa Clara

Rite Aid Pharmacy
January 25, 2014

City of Santa Clara

2/28/14

17B

CLOSED SESSION REQUEST

City of Santa Clara, California

Santa Clara All-America City 2001

It is requested the **CITY COUNCIL OF THE CITY OF SANTA CLARA** meet in closed session on **Tuesday, March 18, 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: February 21, 2014

RICHARD E. NOSKY, JR.
City Attorney

I:\COUNCIL\CLOSED SESSION AND SPECIAL MEETINGS\2014\03-18-14 Request City Labor & Exist Lit & Init Lit.doc