CITY OF SANTA CLARA

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CITY COUNCIL MEETING

AGENDA

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

April 22, 2014

5:00 pm

Development Review Study Session

Council Chambers

File: SummerHill Mixed Use Development at Lawrence Station Area

Location: 3305 Kifer, 3505 Kifer Road, 2925 Copper Road, 3050 Copper Road, 3500 Ryder Street, 3535 Kifer Road, 2900-2995 Gordon Avenue, approximately 27 acres on the north side of Kifer Road, east of Lawrence Expressway; APN's 216-33-001, 216-34-041, 046, 047, 051, 066, 069, 070, 072 and 073

Request: Review of conceptual plan to redevelop existing industrial properties for housing and mixed use at moderate and high-density in close proximity to the Lawrence Caltrain Station in accordance with General Plan 2015 Land Use goals.

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 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 Real Property Negotiator
Pursuant to Government Code Section 54956.8
Property: APN 104-03-036, APN 104-03-038, APN 104-43-039 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)
and
Conference with Real Property Negotiator
Pursuant to Government Code Section 54956.8
Property: APN 224-28-035
Negotiating Party(ies): Don Jessup, Silicon Valley Associates
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 224-02-002, 224-02-013, 224-02-014, 224-02-020 and 224-02-023
Negotiating Party(ies): Steve Zamudio, Colliers International
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property
(provisions, price and terms of payment)
and
Conference with Real Property Negotiator
Pursuant to Government Code Section 54956.8
Property: Coronado Drive, between Stender Way and Central Expressway, Santa Clara, CA
Negotiating Party(ies): Jay DiMaggio, CoreSite
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: 90 N. Winchester Blvd., APN 303-17-047 through 049
Negotiating Party(ies): SummerHill Homes
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 - Existing Litigation
Pursuant to Government Code Section 54956.9(a)
Prudential Insurance Company of America v. City of Santa Clara
(Paramount Parks, Inc., Cedar Fair Southwest, Inc., Real Parties in Interest)
Santa Clara County Superior Court Case No. 112CV226740
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 - 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
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

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. March 18, 2014.

B. March 25, 2014.

4. CONTINUANCE/EXCEPTIONS:

5. SPECIAL ORDER OF BUSINESS:

A. Recognition of the Reserve Police Officer Unit of the Santa Clara Police Department for their continuous volunteer efforts to the City of Santa Clara.

B. Promotion of a vacancy on the Civil Service Commission.

C. Promotion of a vacancy on the Parks and Recreation Commission.

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.)

B. **2325 Park Avenue Project Process Review and City Regulation of Boarding Houses and Second Units**
Direct the establishment of an ad hoc committee, including any direction on its composition, to review available resources and make recommendations to the Council on the zoning code for the development and review process for single family home development, with an emphasis on addressing student housing impacts on neighborhoods within the proximity of Santa Clara University.

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 to set the salary for Utility Electrician candidate Long Vu at Step 3, salary range D1-32.
2. Approval to set the salary for Utility Electrician candidate Christopher Divens at Step 3, salary range D1-32.
3. Approval of the plans and specifications for the Santa Clara Various Streets and Roads Project for Benton Street, Lincoln Street, and Los Padres Boulevard; authorization to make minor modifications, if necessary; and authorization to advertise for bids (CE 13-14-04).
4. Approval of the revised job description for Purchasing Division Manager.
5. Acceptance of the Monthly Financial Status Reports for February 2014.
6. Approval of the use of City Electric Forces for the installation of facilities at 2060 El Camino Real, 842 Madison Street and Palm 207P Feeder Extension, Great America Parkway to rear of Levi's Stadium.
7. Approval of the Compromise and Release to settle the claims for injuries Retired Fire Captain Mr. Robert List sustained on September 7, 2009, on August 9, 2010 and cumulatively from December 22, 2009 through December 22, 2010.
8. Pass to print an Ordinance to add Article V (Polystyrene Foam Disposable Service Ware) to Chapter 13.20 (Storm Drains and Discharges) to Title 13 (Public Services) of the City Code to prohibit the use of polystyrene foam disposable food service ware.
9. Adoption of a Resolution establishing the Political Campaign Voluntary Expenditure Limit at $38,300 and adjusting the Campaign Contribution Limit to $520 for candidates who accept the voluntary expenditure limit and $260 for those who do not for the November 4, 2014 City election.
10. Adoption of Ordinance No. 1924 amending Chapter 2.130 (Political Campaign Finance Reform Act) of Title 2 (Administration and Personnel) of the City Code to reflect updates to the Political Campaign Finance Reform Act.

B. Agreements

1. Approval of an Agreement for Professional Services with GHD, Inc., in an amount not to exceed $464,421, for a Supervisory Control and Data Acquisition (SCADA) Master Plan.

2. Approval of an Electric Service Agreement with Nvidia Corporation for the purchase of electricity on a long-term basis for certain discounted rates.
3. Approval of an Agreement for the Performance of Services with VSS International, Inc., in an amount not to exceed $210,073, for the FY 2013-2014 Various City Streets Surface Reseal Project and authorization to execute change orders, in an amount not to exceed 10% of the contract price or $21,007.
4. Approval of Amendment No. 1 to Agreement No. A3650S with the Santa Clara Valley Water District (SCVWD), in an amount not to exceed $314,000, for Stream Bank Erosion Repair Along San Tomas Aquino Creek at the Lake Santa Clara Pump Station Outfall.
5. Approval of an Agreement and Covenant Running With the Land with Tsung-Yen Lin, also known as Tom T Y Lin, to retain and maintain an existing overhang and portions of an existing building within the City-owned portion of El Camino Real at 3224 El Camino Real and authorization to record the Agreement with the County Recorder (APN 290-63-008; SC 18,651).

C. Reports for Information and Possible Action

1. Update on the implementation of the paperless City Council agenda packet.

D. Minutes to Note and File

1. Planning Commission - January 15, 2014.
2. Historical and Landmarks Commission - December 5, 2013.
3. Cultural Commission - February 3, 2014.
4. Marketing Committee - March 19, 2014.

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. 777 Lawrence Expressway

Adoption of a Resolution approving a Tentative Parcel Map and making the determination that the project is categorically exempt from California Environmental Quality Act (CEQA) under Guidelines 15315 (Class 15 - Minor Land Divisions) (PLN2013-10116).

B. **Municipal Fee Schedule Fiscal Year 2014-15**
Adoption of a Resolution adopting the Municipal Fee Schedule 2014-15 which imposes new fees, rates and charges; amends existing fees; and retains unchanged fees for various City departments, effective July 1, 2014.

9. BOARDS AND COMMISSIONS FOR ACTION:

10. CONSENT ITEMS PULLED FOR DISCUSSION:

11. PUBLIC PRESENTATIONS:

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

12. REPORTS FOR COUNCIL ACTION:

A. Approval in concept of the Santa Clara Convention Center Corporate Partnership Program and the upgrade of the outdoor sign at the corner of Tasman and Great America Parkway.

B. Approval and appropriation of estimated revenue from Surface Transportation Program (STP) Funds, in the amount of $1,891,000, for the Santa Clara Various Streets and Roads Preservation Project and approval to transfer funds, in the amount of $249,000, to the Project (CE 13-14-04).

C. Approval of the appropriation and transfer of funds, in the amount of $160,000, to the City Affordable Housing Fund, City Housing Administration and approval (retroactive) of the Agreement for the Performance of Services with Neighborhood Housing Services Silicon Valley, Inc., in the amount of $160,000, and all related documents for the provision of administrative services for the Below Market Purchase Program.

13. BILLS AND CLAIMS/PROGRESS PAYMENTS:

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

A. Approval of Bills and Claims and Progress Payments.

14. REPORTS OF COUNCILORS AND SPECIAL COUNCIL COMMITTEES:

A. Reports regarding conference attendance, if any.

15. CITY MANAGER REPORTS:

16. CLOSED SESSION MATTERS:

A. City Attorney Reports:

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

17. ADJOURNMENT:

A. To Tuesday evening, **May 6, 2014** at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

4/22/14

CLOSED SESSION NOTICE

City of Santa Clara, California

6:00PM

The **CITY COUNCIL OF THE CITY OF SANTA CLARA** will meet in closed session on **Tuesday, April 22, 2014,** at **6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to it/them:

☒ **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Gov. Code § 54957.6
City designated representative: Julio J. Fuentes, City Manager (or designee)
Employee Organization(s):
Unit #1 – Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2 - Santa Clara Police Officer's Association
Unit #3 – IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4 - City of Santa Clara Professional Engineers
Units #5, 7 & 8 - City of Santa Clara Employees Association
Unit #6 - AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9 – Miscellaneous Unclassified Management Employees
Unit #9A - Unclassified Police Management Employees
Unit #9B - Unclassified Fire Management Employees
Unit #10 – PSNSEA (Public Safety Non-Sworn Employees Association)

☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to Gov. Code § 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)

☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to Gov. Code § 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)
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☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to Gov. Code § 54956.8
Property: APN 224-28-035
Negotiating Party(ies): Don Jessup, Silicon Valley Associates
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to Gov. Code § 54956.8
Property: APN 224-02-002; 224-02-013; 224-02-014; 224-02-020; and 224-02-023
Negotiating Party(ies): Steve Zamudio, Colliers International
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to Gov. Code § 54956.8
Property: Coronado Drive, between Stender Way and Central Expressway, Santa Clara, CA
Negotiating Party(ies): Jay DiMaggio, CoreSite
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to Gov. Code § 54956.8
Property: 90 N. Winchester Blvd., APN 303-17-047 through 049
Negotiating Party(ies): SummerHill Homes
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

☒ **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
Pursuant to Gov. Code § 54956.9(a)
Prudential Insurance Company of America v. City of Santa Clara (Paramount Parks, Inc., Cedar Fair Southwest, Inc., Real Parties in Interest), Santa Clara County Superior Court Case No. 112CV226740

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

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

Date: April 17, 2014

Richard E. Nosky, Jr.
RICHARD E. NOSKY, JR.
City Attorney

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4/22/14

Santa Clara
All-America City
2001

CLOSED SESSION NOTICE

Successor Agency to the City of Santa Clara
Redevelopment Agency

6:00PM

The **GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF SANTA CLARA REDEVELOPMENT AGENCY** will meet in closed session on **Tuesday, April 22, 2014,** at **6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to it/them:

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

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

Date: April 17, 2014

Richard E. Nosky, Jr.
RICHARD E. NOSKY, JR. /CE
Successor Agency Counsel

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4/22/14

3A

MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA
FOR MEETING HELD ON TUESDAY EVENING, MARCH 18, 2014

The City Council of the City of Santa Clara met at 5:30 pm, on the above-mentioned date, in the City Hall Council Chambers for the regular scheduled meeting. With a quorum present and with no public comment, the Council then met for a Closed Session in the Council Conference Room for Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036, 104-03-038, 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 224-02-022, 224-02-013, 224-02-014, 224-02-020 and 224-02-023; Negotiating Party(ies): Steve Zamudio, Colliers International; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-038, 104-03-039, 104-03-040, 104-43-050, 104-55-16 and 104-43-049; Negotiating Party(ies): Larry MacNeil and Jim Mercurio, The San Francisco 49ers; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Parking Rights Agreement; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: 90 N. Winchester Blvd., APN 303-17-047 through 049; Negotiating Party(ies): SummerHill Homes; 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/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 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 (City Attorney - 03/14/14). The Closed Session 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

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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 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 were not held.

The Council reconvened in the Council Chambers at 7:08 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, Jerry Marsalli and Teresa O'Neill and Mayor Jamie L. Matthews.

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

3A. **MOTION** was made by Davis, seconded and unanimously carried, that the **Minutes** for the meeting of **February 11, 2014** be adopted as written.

4. Under Continuances and Exceptions, **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council consider the Council Strategic Objective Update: Note and file the results of the community input regarding the proposed ban of single-use plastic bags and provide direction on the next phase of the project and either approve Option 1: Direct the City Manager to conduct an Initial Study and Negative Declaration for a single-use plastic bag ban ordinance, or Option 2: Take no action on the single-use bag ban at this time and direct the City Manager to report back with an update on the statewide plastic bag legislation in the fall 2014 and consideration of the Council Strategic Objective Update: Note and file the results of the community input regarding the proposed ban of polystyrene foam food ware and direct the City Manager on next steps in preparing an Ordinance prohibiting use earlier than agendized, as an item of Unfinished Business.

5A. As an item of Special Order of Business, the Council proceeded with the introduction of **Santa Clara Postmaster, Andy Ioane**. Gus Ruiz, USPS spokesman, addressed the Council and read a statement from the District Manager, Mark Martinez. He then

introduced Postmaster Ioane, who made general introductory remarks and announced that the Franklin Mall Post Office will not be sold and will remain in its current location. There was then a standing ovation. Council comments were then made.

6A. As an item of Unfinished Business, Sarah Doty, on behalf of Shirley Odou (handout) and Judy Tucker, addressed the Council seeking **reconsideration** of the Council action taken at the **February 25, 2014** Council meeting with regard to the project located at **1277 Lafayette Street**, which included adoption of Resolution No. 14-8115, as amended, which approves 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). **MOTION** was made by Davis, seconded and carried with Gillmor and Kolstad dissenting and Marsalli abstaining (not present at the February 25, 2014 Council meeting), that the Council **approve** reconsideration of the Council action from the meeting of February 25, 2014 regarding the project located at 1277 Lafayette Street and direct the staff to bring a report back to Council for consideration at a future meeting.

6B. (13A.) (13B.) Also as an item of Unfinished Business, the Council proceeded to consider the Council Strategic Objective Update: Note and file the results of the community input regarding the **proposed ban** of **single-use plastic bags** and provide direction on the next phase of the project and either approve Option 1: Direct the City Manager to conduct an Initial Study and Negative Declaration for a single-use plastic bag ban ordinance, or Option 2: Take no action on the single-use bag ban at this time and direct the City Manager to report back with an update on the statewide plastic bag legislation in the fall 2014 and consideration of the Council Strategic Objective Update: Note and file the results of the community input regarding the **proposed ban** of **polystyrene foam food ware** and direct the City Manager on next steps in preparing an Ordinance prohibiting use. The Director of Public Works/City Engineer reviewed his memos (03/13/14). The Deputy Director of Public Works then made an electronic presentation regarding the community outreach conducted and the impact of the potential ordinance regarding the proposed ban of single-use plastic bags. He, the City Attorney and the Director of Public Works/City Engineer then answered Council questions. The Deputy Director of Public Works then made an electronic presentation regarding the

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community outreach conducted and the impact of the potential ordinance regarding the proposed ban of polystyrene foam food ware. The following people addressed the Council in favor of the proposed Ordinances: Elizabeth Megas, Elizabeth Betty Zimmerman, Ed Maurer, Sarah Doty and Coco the Dog, Sarah Shull, Abigail Shull, Sudhanshu Jain, Shoba Krishnan and members of a Santa Clara Girl Scout Troop, Jyotsna Gopinanth, Allison Chan (representing Save the Bay), Napp Fukuda, Brad Hunt, Peta Roberts, Zavier Roberts-Smith, Lori Jain and Judy Tucker. The following people addressed the Council against the proposed Ordinances: Joseph Sze, Don Williams and ArLyne Diamond. A Council discussion followed. **MOTION** was made by Marsalli, seconded and unanimously carried, that the Council **direct** the City manager to conduct an Initial Study and Negative Declaration for a single-use plastic bag ban ordinance (Option 1). **MOTION** was then made by Marsalli, seconded and unanimously carried, that the Council **note and file** the results of the community input regarding the proposed ban of polystyrene foam food ware and **direct** the City Manager to complete the next steps in preparing an Ordinance prohibiting use. The Council duly noted and filed correspondence received (Acting Executive Assistant to the Mayor and City Council - 03/14/14).

7A.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/04/14), the Council **set** the **salary** for **Senior Electric Utility Engineer - Distribution Planning candidate**, Michael Mintz, at Step 4, salary range E-46.

7A.2 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Human Resources Division Manager's memo (02/05/14), the Council **approve** the **Stipulations with Request for Award**, based on the recommendation of the City's Workers' Compensation legal counsel, to settle the claims for the injuries Larry Lambert, retired Firefighter, sustained on December 12, 2005 and cumulatively through October 29, 2010.

7A.3 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Fire Chief's memo (02/05/14), the Council **accept** the **donation** of **children's plastic fire helmets**, valued at $530, from the **Santa Clara Firefighters Foundation** and **authorize** the transmittal of a letter of appreciation signed by the Mayor and City Manager.

7A.4 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the City Manager's memo (02/12/14), the Council **note and file** the **Departmental Activity Report** for the month of **December 2013**.

7A.5 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Human Resources memo (02/20/14), the Council **approve** the **job description** for **Principal Utility Information Systems Manager**; **set** the control point at $14,580 per month; and **approve** the addition of this specification to the City's Conflict of Interest Code, Disclosure Category 4.

7A.6 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Senior Staff Aide's memo (02/14/14), the Council **approve** and authorize the publication of the **April 2014 *Mission City SCENES***.

7A.7 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/04/14), the Council **set** the salary for **Senior Electric Utility Engineer - Distribution Planning** candidate, Billy Quach, at Step 2, salary range E-46.

7A.8 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (02/19/14), the Council **adopt Resolution No. 14-8116** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, REPEALING AND ESTABLISHING CERTAIN **PARKING REGULATIONS** ON **THE ALAMEDA**" which repeals Resolution No. 7934 Section 13, which established a 2 Hour Parking zone on The Alameda; repeals Resolution No. 7934 Section 15, which established a 2 Hour Parking zone and 1 Hour Parking zone on The Alameda; establishes a 1 Hour Parking zone, from 6 a.m. to 6 p.m. and a 2 Hour Parking zone, from 6 p.m. to 2 a.m., on any day, on the south side of The Alameda from a point 20 feet east of the east curb of Mission Street to point 11 feet west of the west curb of Camino Drive; repeals Resolution No. 7934 Section 16, which established a 2 Hour Parking zone on The Alameda; repeals Resolution No. 7934 Section 17, which established a 2 Hour Parking zone on The Alameda; establishes a 1 Hour Parking zone, from 6 a.m. to 6 p.m. and a 2 Hour Parking zone, from 6 p.m. to 2 a.m., on any day, on the south side of The Alameda from a point 35 feet east of the east curb of Camino Drive to a point 11 feet west of the west curb of Hilmar Street; repeals Resolution No. 7934 Section 19, which established a 2 Hour Parking zone on The Alameda; establishes a 1 Hour Parking zone, from 6 a.m. to 6 p.m. and a 2 Hour Parking zone, from 6 p.m. to 2 a.m., on any day, on the south side of The Alameda from a point 48 feet east of the east curb of Hilmar Street to a point 45 feet west of the west curb of Chapman Court; repeals Resolution No. 7934 Section 20, which established a 24 Minute Parking zone and a 2 Hour Parking zone on The Alameda; establishes a 24 Minute Parking zone, from 6 a.m. to 6 p.m. and a 2 Hour Parking zone, from 6 p.m. to 2 a.m., on any day, on the south side of The Alameda from a point 45 feet

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west of the west curb of Chapman Court to a point 19 feet west of the west curb of Chapman Court; establishes a 1 Hour Parking zone, from 6 a.m. to 6 p.m. and a 2 Hour Parking zone, from 6 p.m. to 2 a.m., on any day, on the south side of The Alameda from a point 15 feet east of the east curb of Chapman Court to a point 75 feet east of the east curb of Chapman Court; establishes a 1 Hour Parking zone, from 6 a.m. to 6 p.m. and a 2 Hour Parking zone, from 6 p.m. to 2 a.m., on any day, on the south side of The Alameda from a point 95 feet east of the east curb of Chapman Court to a point 145 feet east of the east curb of Chapman Court; and establishes a 1 Hour Parking zone, from 6 a.m. to 2 a.m., on any day for all parking spaces within the triangular island on the south west corner of intersection of The Alameda at El Camino Real.

7A.9 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Planning and Inspection's memo (03/11/14), the Council **note and file** the **proposed Covenants Conditions and Restrictions (CC&Rs)** and **Reciprocal Easement** for the **Stadium TechCenter Project** located at 5450, 5470, 5480 and 5490 Great America Parkway.

7A.10 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Water and Sewer Utilities' memo (03/12/14), the Council **approve** taking a **position of support** on **Senate Bill 1345 (Committee on Natural Resources and Water)**; **authorize** the transmittal of a letter of support; and **authorize** follow-up actions as appropriate regarding the extension of the Wholesale Regional Water System Security and Reliability Act to January 2022.

7B.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/03/14), the Council **approve**, and authorize the City Manager to execute, **Amendment No. 1** to **Call No. 13-3** for **Professional Services** with **Paragon Partners LTD**, in an amount not to exceed amount of $4,533.57 for a total not to exceed $396,592.57, for **fiber optic construction support** to the Silicon Valley Power (SVP) Fiber Enterprise.

7B.2 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Information Technology's memo (02/21/14), the Council **approve**, and authorize the City Manager to execute, a **Call Agreement** with **Lightwerks Communication Systems, Inc., dba CCS Presentation Systems, Inc.**, and **Call No. 14-1** for **Professional Services**, in an amount not to exceed $73,647, for an **upgrade of the audio visual system** at **Central Park Library**.

7B.3 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/04/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for Professional Services** with **Harris & Associates, Inc.**, in an amount not to exceed $86,240, for **interim project management services**.

7B.4 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/03/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for Professional Services** with **3Degrees Group, Inc.**, in an amount not to exceed $3,500,000, to continue the **Santa Clara Green Power Program**.

7B.5 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/03/14), the Council **approve**, and authorize the City Manager to execute, **Call No. 14-3** for **Professional Services** with **Paragon Partners, Ltd.**, in an amount not to exceed $125,658.44, to provide **construction support** for the **Fiber Optic Expansion Project**.

7B.6 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/03/14), the Council **approve**, and authorize the City Manager to execute, a **Pole Contact Agreement** with **Teleport Communications America, LLC** to **allow access** to **Electric Department utility poles**.

7B.7 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/03/14), the Council **delegate authority** to the City Manager to negotiate, approve and execute the necessary contracts to support the **April maintenance shutdown operations** and **ongoing maintenance** for the **Donald Von Raesfeld (DVR) Power Plant**, including amendments, in an amount not to exceed $507,000 for the remainder of this fiscal year, up to a maximum not to exceed amount of $2,525,000 over three years.

7B.8 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Information Technology's memo (02/10/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Vision Internet Providers, Inc.**, in an amount not to exceed $77,860, for an **upgrade of the City websites** and **Web Content Management System (CMS)**.

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7B.9 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (02/18/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **SBV Concrete, Inc., dba Valley Concrete**, the lowest responsible responsive proposer, in the amount of $200,170.50 for the first year or $200,170.50 for the second year with a total not to exceed amount of $400,341 over the two year term of the agreement, for the **Fiscal Year 2013-15 Curb, Gutter & Sidewalk Maintenance Project**, subject to budget appropriations.

7B.10 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Water and Sewer Utilities' memo (02/20/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Got Power, Incorporated, dba California Diesel and Power**, in an amount not to exceed $100,000, for **inspection, maintenance, load bank testing and repair of emergency standby electrical generators**.

7B.11 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (02/04/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **APC International, Inc.**, in an amount not to exceed $180,000, for the **Sanitary Sewer Improvements Phase II Project Construction Inspection and Management Services** and **authorize** the City Manager to make minor, non-substantive modifications to the Agreement, if necessary.

7C.1 **MOTION** was made by Gillmor, seconded and unanimously carried,
7C.2 that, the Council **note and file** the following Informational
7C.3 Memo's: 2013-14 Operating Budget and Capital Improvement Project Budget Awards from California Society of Municipal Finance Officers (CSMFO) (Director of Finance - 03/04/14); Acceptance of a Certificate of Benefactor to the City of Santa Clara from Santa Clara Methodist Retirement Foundation (Director of Planning and Inspection - 02/11/14); and Notice of May 6, 2014 for a Public Hearing and publication of Notice of Availability for Public Review of the City's Annual Plan for Program Year 2014-15 regarding the use of Federal Entitlement Funds and proposed amendments to the Program Year 2010 and 2012 Annual Plans for the use of Federal Community Development Block Grant (CDBG) and Home Investment Partnerships Act (HOME) Entitlement Funds (Director of Planning and Inspection - 02/28/14).

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7D.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **note and file** the **Minutes** of the **Board of Library Trustees** for the meeting of **December 2, 2013**.

8A. PUBLIC HEARING: The Mayor declared the public hearing open for consideration of the **45 Buckingham Residential Project** located at **45 Buckingham Drive and 66 Saratoga Avenue**, including adoption of a Resolution adopting a Mitigation Monitoring or Reporting Program; adoption of a Resolution approving General Plan Amendment No. 76 to change the land use designation from Community Mixed Use to High Density Residential; and adoption of a Resolution rezoning the properties from Thoroughfare Commercial (CT) to Planned Development (PD) to construct a four-story 222 unit multi-family apartment complex with 5.5 level interior wrap parking structure and a total of 372 on-site parking spaces, site improvements and landscaping, in conjunction with demolition of an existing commercial building and surface parking lots, subject to conditions (CEQ2013-01157/SCH 2013082008, PLN 2013-09799). The City Planner reviewed the Director of Planning and Inspection's memo (03/11/14) and made an electronic presentation regarding the proposed project. The City Planner noted that a letter was received by Adams Broadwell Joseph & Cardozo (dated 03/18/14), indicating support on behalf of the Santa Clara Residents for Responsible Development regarding the proposed project. Nathan Tuttle, Prometheus Real Estate Group, then made an electronic presentation regarding the proposed project. The applicant's architect, Architects Orange, also made an electronic presentation regarding the proposed architectural features. A Council discussion followed and the City Attorney answered Council questions. With no public comment, **MOTION** was made by Marsalli, seconded and unanimously carried, that the Council **close** the public hearing. **MOTION** was then made by Gillmor, seconded and unanimously carried that the Council **adopt Resolution No. 14-8117** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION, MAKING FINDINGS WITH RESPECT THERETO, AND ADOPTING A MITIGATION MONITORING OR REPORTING PROGRAM FOR THE PROJECT LOCATED AT 45 BUCKINGHAM DRIVE AND 66 SARATOGA AVENUE, SANTA CLARA" which adopts a Mitigated Negative Declaration and adopting a Mitigation Monitoring or Reporting Program; **Resolution No. 14-8118** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT OF THE PROPERTIES LOCATED AT 45 BUCKINGHAM DRIVE AND 66 SARATOGA AVENUE, SANTA CLARA, TO CHANGE THE LAND USE DESIGNATION FROM COMMUNITY MIXED USE TO HIGH DENSITY RESIDENTIAL" which approves General Plan Amendment No. 76 to change the land use designation from Community Mixed Use to High Density Residential; and **Resolution No. 14-8119** entitled, "A RESOLUTION OF THE CITY OF

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SANTA CLARA, CALIFORNIA, REZONING THE PROPERTIES LOCATED AT 45 BUCKINGHAM DRIVE AND 66 SARATOGA AVENUE, SANTA CLARA, FROM THOROUGHFARE COMMERCIAL (CT) TO PLANNED DEVELOPMENT (PD)" which rezones the properties from Thoroughfare Commercial (CT) to Planned Development (PD) to construct a four-story 222 unit multi-family apartment complex with 5.5 level interior wrap parking structure and a total of 372 on-site parking spaces, site improvements and landscaping, in conjunction with demolition of an existing commercial building and surface parking lots, subject to conditions, in addition to the provisions of the settlement agreement reached between Santa Clara Residents for Responsible Development and the Applicant (CEQ2013-01157/SCH 2013082008, PLN 2013-09799).

8B. PUBLIC HEARING: The Mayor declared the public hearing open for consideration of the project located at **1460 and 1476 Monroe Street, 1386 El Camino Real and 1485 Madison Street**, including adoption of a Resolution adopting the Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program (MMRP); adoption of a Resolution approving rezoning the project from CT-Thoroughfare Commercial to PD-Planned Development; and adoption of a Resolution approving the Tentative Subdivision Map to re-subdivide the 0.67-acre project site into mixed use development, subject to conditions (PLN2012-09113, PLN2013-09656 and CEQ2013-01167). The City Planner reviewed the Director of Planning and Inspection's memo (03/11/14) and made an electronic presentation regarding the proposed project. The City Manager made general comments. Erik Shoennauer, representing the applicant SiliconSage Builders, then addressed the Council with comments and made an electronic presentation. Mr. Shoennauer and Sanjeev Acharya, SiliconSage Builders, then answered Council questions. Sarah Doty addressed the Council with comments of concern. Tom Thiemann addressed the Council with comments in support of the project. A Council discussion followed. With no further public comment, **MOTION** was made by Davis, seconded and unanimously carried, that the Council **close** the public hearing. **MOTION** was then made by O'Neill, seconded and unanimously carried, that the Council **adopt Resolution No. 14-8120** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ADOPTING THE MITIGATED NEGATIVE DECLARATION (MND) AND THE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE PROJECT LOCATED AT 1460 MONROE STREET, SANTA CLARA" which adopts the **Mitigated Negative Declaration (MND)** and the **Mitigation Monitoring and Reporting Program (MMRP)**; **Resolution No. 14-8121** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING A REZONING FROM CTTHOROUGHFARE COMMERCIAL TO PD-PLANNED DEVELOPMENT OF THE PROPERTY LOCATED AT 1460 MONROE STREET, SANTA CLARA" which approving rezoning the project from CT-Thoroughfare Commercial to

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PD-Planned Development; and **Resolution No. 14-8122** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING THE TENTATIVE SUBDIVISION MAP FOR THE PROPERTY LOCATED AT 1460 MONROE STREET, SANTA CLARA TO RESUBDIVIDE THE 0.67-ACRE PROJECT INTO A MIXED USE DEVELOPMENT" approving the Tentative Subdivision Map to re-subdivide the 0.67-acre project site into mixed use development, subject to conditions (PLN2012-09113, PLN2013-09656 and CEQ2013-01167).

8C. PUBLIC HEARING: The Mayor declared the public hearing open for consideration of the **Annual Plan for the use of Community Development Block Grant Program (CDBG) and Home Investment Partnership Act (HOME) Federal Entitlement Funds** for **Fiscal Year 2014-15**, including approval of the Funding Proposal Summary, which includes $41,648 of anticipated CDBG program income and $22,825 in anticipated HOME program income; and authorizes the adjustment of the individual allocation amounts based on the actual entitlement grants received. The Interim Housing and Community Services Manager reviewed the Director of Planning and Inspection's memo (02/28/14). With no public comment, **MOTION** was made by Marsalli, seconded and unanimously carried with Mahan absent (temporarily stepped off the dais), that the Council **close** the public hearing. **MOTION** was then made by Marsalli, seconded and unanimously carried with Mahan absent (temporarily stepped off the dais), that the Council **approve** the Funding Proposal Summary, which allocates (a) Fiscal Year 2014-15 Community Development Block Grant (CDBG) entitlement funds, including $41,648 in Fiscal Year 2014-15 anticipated CDBG Program Income; (b) Fiscal Year 2014-15 Home Investment Partnerships Act entitlement funds, including $22,825 in Fiscal Year 2014-15 anticipated HOME Program Income; and **authorize** the City Manager, based on the actual Fiscal Year 2014-15 CDBG and HOME entitlement grants to the City of Santa Clara, to adjust the individual allocation amounts according to the prescribed formula.

9A. **MOTION** was made by Gillmor, seconded and unanimously carried with Mahan absent (temporarily stepped off the dais), that, per the Director of Water and Sewer Utilities' memo (03/04/14), the Council **approve** additional appropriation and transfer of $310,000 from the Unallocated Recycled Water Project account (account 597-1523-80010-7500) to the Central Park Pond Recycled Water Retrofit Project (account 597-1523-80300-7506); **award the contract** for **Central Park Pond Improvement Project** (WA 7506) to the lone responsive and responsible bidder, **Integrated Water Services, Inc.**, in the amount of $582,307; and **authorize** the City Manager or designee to execute contingencies up to 10% of the original contract price, or $58,300.

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12. Under Public Presentations, Sarah Doty addressed the Council with a request to include an item on the agenda for the March 25, 2014 Council meeting.

13C. **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/03/14), the Council **approve** the establishment of the **Capital Improvement Project 2873 - El Camino Real Street Lighting Improvement**; and **approve** the appropriation of $4,000,000 to the El Camino Real Street Lighting Improvement project (account 591-1361-80300-2873) from Electric Department operating cash (account 091-44199). The Council duly noted and filed public correspondence (email received 03/16/14).

13D. **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (03/11/14), the Council **approve** the appropriation of $400,000 from the Special Gas Tax (Section 2105) Fund Unallocated Project (account 521-4443-80010-3400) and **approve** the establishment of the new **CIP-ECR In-Pavement Crosswalk Project** (account 521-4433-80300-3424) to allow for installation of pedestrian activated embedded crosswalk lights and overhead flashing beacons along El Camino Real.

14A. **MOTION** was made by Davis, seconded and unanimously carried, that the Council **approve** the **bills and claims** and **Progress Payments**.

15A. Under Reports of Councilors and Special Council Committees, Council Member Gillmor reported that Santa Clara High School Varsity Woman's Soccer Team made it to the CCS Finals, following a record season with only one loss and Council Member Kolstad reported that he and Director John Roukema were in Washington D.C. last week with a six item agenda and were well-received by Senator Boxer, Senator Feinstein and members of Congress.

16A. Under City Manager Reports, Assistant City Manager - Sheila Tucker announced that the new Marketing Committee has upcoming meetings scheduled on April 1, 2014 at 6:00 pm at the Central Library and on April 2, 2014 at 6:00 pm at the Youth Soccer Park. Community input is welcome at either meeting and also online at the City Hall portal.

17A. The City Attorney reported that earlier in the evening, the Council met for a Closed Session in the Council Conference Room for Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036, 104-03-038, 104-03-039 and APN 104-03-040; Negotiating Party(ies): Kurt

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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 that there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 224-02-022, 224-02-013, 224-02-014, 224-02-020 and 224-02-023; Negotiating Party(ies): Steve Zamudio, Colliers International; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) and that there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-038, 104-03-039, 104-03-040, 104-43-050, 104-55-16 and 104-43-049; Negotiating Party(ies): Larry MacNeil and Jim Mercurio, The San Francisco 49ers; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Parking Rights Agreement and that there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: 90 N. Winchester Blvd., APN 303-17-047 through 049; Negotiating Party(ies): SummerHill Homes; 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 that there was no reportable action; 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 that there was no reportable action; 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 and that there was no reportable action. The Closed Session 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) 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 were not held.

17B. **MOTION** was made by Mahan, seconded and unanimously carried, that, per the City Attorney's memo (03/14/14), the Council **set March 25, 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.

18A. **MOTION** was made by Mahan, seconded and unanimously carried, that, there being no further business, the Council adjourn the meeting at 9:10 pm, to Tuesday evening, **March 25, 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

4/22/14

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MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA
FOR MEETING HELD ON TUESDAY EVENING, MARCH 25, 2014

The City Council of the City of Santa Clara met at 5:00 pm, on the above-mentioned date, in the City Hall Council Chambers for the regular scheduled meeting. With a quorum present with Gillmor abstaining (owns property within 500 feet of the project location), the Council proceeded with the Development Review Study Session for File: PLN2012-09351 (Rezoning) and PLN2013-10106 (Tentative Subdivision Map); Location: 1313 Franklin Street, 1092 and 1350 Benton Street, cumulative area of 1.04 acres taking the block along Monroe Street between Benton Street and Franklin Street; Properties zoned CC-Community Commercial and OG-General Office; APN(s): 269-02-078, 269-02-077, and 269-02-076; Applicant/Owner: SiliconSage Builders, LLC.; Request: Rezoning from CC-Community Commercial and OG-General Office to PD-Planned Development and Tentative Subdivision Map to allow a Mixed Use Development Project with approximately 14,731 square feet of first floor retail/commercial and 44-Condominium Units building. Request includes preparation and adoption of a Mitigated Negative Declaration. The Director of Planning and Inspection made an electronic presentation regarding the proposed development. Erik Schoennauer, SiliconSage Builders, then made an electronic presentation on behalf of the applicant. A Council discussion followed and Mr. Schoennauer and the Director of Planning and Inspection answered Council questions. Dave D'Ambrosio (provided handout) and Valerie Gordon addressed the Council with comments of concern. Peggy Parkin addressed the Council with comments in support of the proposed development.

With no public comment, the Council then met at 6:00 pm 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 224-02-002; 224-02-013; 224-02-014; 224-02-020; and 224-02-023; Negotiating Party(ies): Steve Zamudio, Colliers

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International; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036, 104-03-038, 104-03-039, 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 104-03-038, 104-03-039, 104-03-040, 104-43-50, 104-55-16 and 104-43-049; Negotiating Party(ies): Larry MacNeil and Jim Mercurio, The San Francisco 49ers; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Parking Rights Agreement; 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 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 Conference with Legal Counsel - Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2); Potential exposure to litigation: 2 potential cases (City Attorney - 03/21/14).

The Council reconvened in the Council Chambers at 7:03 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, Jerry Marsalli and Teresa O'Neill and Mayor Jamie L. Matthews.

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.

3A. **MOTION** was made by Gillmor, seconded and unanimously carried with Marsalli abstaining (not present at the meeting), that the **Minutes** for the meeting of **February 25, 2014** be adopted as written.

5A. As a Special Order of Business, **Assemblymember Bob Wieckowski** addressed the Council with a "State of the State".

As an exception to the agenda, **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council consider the approval to establish a new Fiscal Year 2013-14 Capital Improvement Budget Project (CIP) entitled, Youth Soccer Fields & Athletic Facilities and authorization to transfer and appropriate funds, in the amount of $2,000,000, for the project earlier than agendized, as an item of Unfinished Business.

6B. As an item of Unfinished Business, the Council proceeded to consider the authorization to transfer funds, in the total amount of $5,700,000, from the Land Sale Reserve Fund; and to disburse funds, in the amount of $5,000,000, to the **Santa Clara City Library Foundation and Friends** for completion of the **Northside Branch Library building**; and to combine the $700,000 with $6,500,000 in the remaining tax increment returned by the Foundation, for a total amount of $7,200,000, to be placed in a separate account and held for disbursement upon settlement. The City Manager reviewed his memo (03/20/14) and made an electronic presentation. Roger and Ryan Ramirez, Kathy Watanabe and Raj Chahal addressed the Council with comments of support for the Northside Branch Library. A Council discussion followed. **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **authorize** the transfer of funds, in the amount of $5,700,000, from the Land Sale Reserve Fund; **approval** to disburse funds, in the amount of $5,000,000 to the Santa Clara Foundation and Friends for completion of the building; and **approval** to combine the $700,000 with the $6,500,000 in the remaining tax increment returned by the Foundation, for a total amount of $7,200,000, to be placed in a separate account and held for disbursement upon settlement.

12D. The Council proceeded to consider the approval to establish a new Fiscal Year 2013-14 Capital Improvement Budget Project (CIP) entitled, **Youth Soccer Fields & Athletic Facilities** and authorization to transfer and appropriate funds, in the amount of $2,000,000, for the project earlier than agendized, immediately after Unfinished Business. The City Manager introduced the item and the Director of Parks and Recreation reviewed his memo (03/20/14) and made an electronic presentation regarding future athletic fields and support facilities. He, the City Manager and the City Attorney then answered Council questions. Representatives of the San Francisco 49ers addressed the Council with general comments. The following people addressed the Council with general comments: Christine Koltermann (provided handout), Margo Wixsom (provided handout), and Craig Larsen. The following people

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addressed the Council with comments of support of a youth soccer park: Kevin Moore, Jerry Smith, Roseann LaCoursiere, Chloe Cacoyannis, Danielle Vis, Matt Heintz, Tino Silva, Patty Atherton, Livia Zahzah, Peggy Parkin, Andres Ochoa, Kyle Cacoyannis, Ally Warrens, Erin McCoy, Maria Ochoa, Brian Lucas, Jim (last name unknown) and Eric Espinosa. A Council discussion followed. **MOTION** was made by Mahan, seconded and unanimously carried, that the Council **establish** a new FY2013-14 Capital Improvement Budget Project for Youth Soccer Fields & Athletic Facilities (account 532-1132-80300-3XXX); **authorize** the transfer of $2,000,000 from the Land Sale Reserve (account 063-44459) to the Youth Soccer Fields & Athletic Facilities CIP (account 532-1132-3XXX); **authorize** the appropriation of funds in the amount of $2,000,000 for Youth Soccer Fields & Athletic Facilities CIP (account 532-1132-80300-3XXX); **direct** the City Manager to work with the soccer community for use of other fields and to identify ways to expedite the planning and building of fields; and **approve** the establishment of an Ad-hoc Council Committee (Mahan, Gillmor and Kolstad).

7A.1 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Human Resources Division Manager's memo (02/21/14), the Council **approve** the **Stipulations with Request for Award**, based on the recommendation of the City's Workers' Compensation legal counsel, to settle the claim for the injury David Picchi, retired Driver/Engineer, sustained cumulatively through March 9, 2011.

7A.2 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (03/04/14), the Council **approve** the change the name of the Bicycle Advisory Committee to the **Bicycle and Pedestrian Advisory Committee** to expand responsibilities to include pedestrian concerns; approve the change in meeting schedule; and approve related changes to the Policy Guidelines.

7A.3 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/11/14), the Council **accept** the work performed by **KBL-Overaa**, a Joint Venture, for the **Mission Substation Construction Project** and **authorize** the recordation of a Notice of Completion with the County Recorder (Contract 2114A).

7A.4 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director Finance/Assistant City Manager's memo (03/11/14), the Council **accept** the **Monthly Financial Status Reports for January 2014**.

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7A.5 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the City Manager's memo (03/10/14), the Council **note and file** the **Departmental Activity Report** for the month of **January 2014**.

7A.8 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Senior Staff Aide's memo (03/11/14), the Council approve the **revised policy guidelines** regarding the **Championship Team Fund** to include groups who are selected to perform on a state, national or international level.

7A.9 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/11/14), the Council **approve** the **use of City Electric forces** for the installation of facilities at 2931-2969 Marietta Drive (The Gallery Project); 5403-5405 Stevens Creek Boulevard; 2970 Corvin Drive; 5001 Great America Parkway; and 2022 Benton Street.

7A.10 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Finance/Assistant City Manager's memo (03/11/14), the Council **pass to print Ordinance No. 1923** entitled, "AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, TO AMEND CHAPTER 3.40 ("BUSINESS TAX") TO TITLE 3 ("REVENUE AND FINANCE") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO STREAMLINE AND PROVIDE IMPROVED TRANSPARENCY IN CURRENT PROCESSES" which **amends Chapter 3.40 (Business Tax)** to **Title 3 (Revenue and Finance)** of the City Code to streamline and provide improved transparency in current processes.

7A.11 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Planning and Inspection's memo (03/21/14), the Council **set June 10, 2014** for a **Public Hearing** for an **appeal** of a **Planning Commission action** related to a project located at **1593 Lexington Street**.

7B.1 **MOTION** was made by Marsalli, seconded and unanimously carried with Gillmor abstaining (owns property within Franklin Square), that, per the Director of Public Works/City Engineer's memo (02/25/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Universal Site Services, Inc.**, in an amount of $22,740 in year one, $22,740 in year two, and $22,740 in year three for total amount not to exceed $68,220 over the three year term, for **exterior maintenance of parking lots and walkways** at the **Franklin Square Parking Maintenance District No. 122**, subject to budget appropriations.

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7B.2 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (03/11/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Econolite Control Products, Inc.**, in an amount not to exceed $52,800, for **Encore Video Detection Systems** installation at ten intersections and **authorize** the City Manager to make minor, non-substantive modifications to the Agreement, as necessary.

7B.3 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (03/04/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Rumble Tree and Turf**, in an amount of$26,580 in year one, $26,580 in year two and $26,580 in year three for a total not to exceed amount of $79,740, for soil injections for **control of aphids and tulip scale** on City-owned trees.

7B.4 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (03/11/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **ACE Parking Management, Inc.**, in an amount not to exceed $58,500 in FY 2013-2014 (pro-rated for 3 months in this fiscal year), $234,000 in FY 2014-2015, $234,000 in FY 2015-2016, and $234,000 in FY 2016-2017, for a total amount not to exceed $760,500 over the term of the agreement ending June 2017, subject to budget appropriations, to **perform event parking management services** at the **Santa Clara Convention Center Complex (Maintenance Assessment District No. 183)**.

7B.5 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the City Attorney's memo (03/18/14), the Council **approve**, and authorize the City Manager to execute, a **Municipal Law Enforcement Services Agreement** between the City of Santa Clara, Santa Clara Stadium Authority and the Santa Clara County Sheriff's Office regarding **Special Law Enforcement Units** and **Per Diem Reserve Police Officers** for **Levi's Stadium events**.

7B.6 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/11/14), the Council **approve**, and authorize the City Manager to execute, **Call No. 14-1** for **Professional Services** with **LinkPath Communications, Inc.**, in an amount not to exceed $57,500, for the **Outdoor Wireless Equipment Wiring Upgrade Project**.

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7B.7 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Electric Utility's memo (03/11/14), the Council **delegate** authority to the City Manager to execute the **Long-Term Layoff Agreement** by and among the **Transmission Agency of Northern California (TANC)** and certain of its members as it pertains to the **California Oregon Transmission Project**.

7B.8 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (03/11/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **ABM Onsite Services - West, Inc.**, in an amount of $28,264 in FY 2013-2014 (pro-rated for 3 months in this fiscal year), $113,054 in FY 2014-2015, $113,054 in FY 2015-2016, and $113,054 in FY 2016-2017, with a not-to-exceed amount of $367,426 over the term of the agreement ending June 2017, subject to budget appropriations, for **custodial services** at the **Santa Clara Convention Center Complex (Maintenance Assessment District No. 183)**.

7B.9 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Economic Development Officer/Assistant City Manager's memo (03/19/14), the Council **approve**, and authorize the City Manager to execute, **Amendment No. 1** to the **Professional Services Agreement** with **Hulberg and Associates, Inc., dba Valbridge Property Advisors**, in an amount not to exceed $100,000, for **as-needed real estate appraisal services**.

7B.10 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Economic Development Officer/Assistant City Manager's memo (03/17/14), the Council **approve**, and authorize the City Manager to execute, **Amendment No. 1** to the **Agreement for the Performance of Services** with **Keyser Marston Associates, Inc.**, in an amount not to exceed $250,000, for fiscal and economic services related to the **City Place Santa Clara Project**.

7B.11 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Economic Development Officer/Assistant City Manager's memo (03/21/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Hatheway Consulting, LLC**, in an amount not to exceed $125,000, for **pre-development and technical review consulting services** related to the **Centennial Gateway** and the **City Place Santa Clara projects**.

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7B.12 **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (03/11/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Mike Davis Landscape Services**, in an amount of $59,645 in FY 2013-14 (pro-rated for 3 months in this fiscal year); $237,000 in FY 2014-2015, $237,000 in FY 2015-2016, and $237,000 in FY 2016-2017, with a not-to-exceed amount of $770,645 over the term of the agreement ending June 2017, subject to budget appropriations, for **landscape and tree maintenance services** at the **Santa Clara Convention Center Complex (Maintenance Assessment District No. 183)**.

7C.1 **MOTION** was made by Marsalli, seconded and unanimously carried that the Council **note and file** the Informational Memo entitled, "**Launch of City of Santa Clara Facebook page** (Assistant City Manager - 03/20/14).

7D.1 **MOTION** was made by Marsalli, seconded and unanimously carried, that the Council **note and file** the **Minutes** of the **Youth Commission** for the meeting of **December 3, 2013**.

7D.2 **MOTION** was made by Marsalli, seconded and unanimously carried, that the Council **note and file** the **Minutes** of the **Senior Advisory Commission** for the meeting of **January 27, 2014**.

8A. PUBLIC HEARING: The Mayor declared the public hearing open for consideration of the project located at **2121 Laurelwood Road** including the Mitigated Negative Declaration (MND) and Mitigation Monitoring or Reporting Program (MMRP) for the rezone from Planned Development (PD) to Light Industrial (ML) in conjunction with a Use Permit to allow outdoor display, storage and a reduction in the minimum parking requirement commensurate with the proposed use, subject to conditions, and to direct appropriate actions (CEQ2013-01164/SCH#2013112035, PLN2013-09776). The Director of Planning and Inspection reviewed his memo (03/18/14) and made an electronic presentation regarding the proposed project. Jim Lorimer (applicant) and other representatives of SPI Holdings, Inc. addressed the Council with comments in support of the proposal and answered Council questions. Peter Meier (property owner) addressed the Council with comments and answered Council questions. The following people addressed the Council with comments in support of the proposed project: Rob Shannon, Steve Van Dorn [Santa Clara Convention Center - Convention Visitors Bureau (SCCC-CVB)], and Ed McGovern. With no further public comment, **MOTION** was made by Kolstad, seconded and unanimously carried, that the Council **close** the public hearing. **MOTION** was

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then made by Mahan, seconded and unanimously carried, that the Council **approved** the **Mitigated Negative Declaration (MND)** and **Mitigation Monitoring or Reporting Program (MMRP)** for the **rezone** from **Planned Development (PD)** to **Light Industrial (ML)** in conjunction with a Use Permit to allow outdoor display, storage and a reduction in the minimum parking requirement commensurate with the proposed use, subject to conditions, including that an Agreement with the Biltmore Hotel be reached, in writing, for use of the property (CEQ2013-01164/SCH#2013112035, PLN2013-09776). The Council duly noted and filed correspondence received.

9A.
9A.1 **MOTION** was made by Gillmor, seconded and unanimously carried with Mahan abstaining (listed as a potential name for the park), that the Council **approve** the **Parks and Recreation Commission** recommendations contained within the **Minutes** for the meeting of **January 21, 2014**, including acceptance of the donation of the new **park site improvements** located at **Worthington Circle** (APN 303-17-051) from Summerhill Homes in the Midtown Village development and dedication of the new City park located at Worthington Circle in the Midtown Village development on either May 10, 2014, or May 17, 2014; and **refer** the park naming to the Council Ad Hoc Facilities Naming Committee to consider a list of potential names for the park including: Gary Gillmor (former Mayor); Patricia Mahan (former Mayor); Frank Soares (contributed to youth sports in Santa Clara); Thomas Barrett (founder of the Santa Clara Art & Wine Festival); and the Wilson Family (well-known Santa Clara family).

7A.6 The Council proceeded to consider the acceptance of the **donation** from **Gregory Bauer**, in the amount of $216, to help with the purchase of **dog waste bags** for use at Parkway Park. Mike O'Halloran addressed the Council with comments of gratitude to Mr. Bauer. **MOTION** was then made by Mahan, seconded and unanimously carried, that, per the Director of Parks and Recreation's memo (03/05/14), the Council **accept** the donation from Gregory Bauer, in the amount of $216, to help with the purchase of dog waste bags for use at Parkway Park and **authorize** the transmission of a letter of appreciation signed by the Mayor and City Manager.

7A.7 The Council proceeded to consider the pass to print of an **Ordinance amending Chapter 9.05 (In General)** of **Title 9 (Public Peace, Morals and Welfare)** by amending Subchapter 9.05.005 (Definitions) and adding new Subchapters 9.05.160 (Prohibited Conduct in Sporting and Entertainment Events), 9.05.165 **(Activities and Conduct Prohibited in Parking Facilities Adjacent to the Stadium or Parking Facilities used for Stadium Events)** and 9.05.170 (Penalties) governing conduct at the stadium, parking lots and surrounding areas. Steve Bevan addressed the Council with comments of concern. The Chief of Police reviewed his memo

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(03/18/14) and answered Council questions. **MOTION** was made by O'Neill, seconded and unanimously carried, that the Council **pass to print Ordinance No. 1922** entitled, "AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 9.05.005 (DEFINITIONS) AND ADDING NEW SECTIONS 9.05.160 (PROHIBITED CONDUCT IN SPORTING AND ENTERTAINMENT EVENTS), 9.05.165 (ACTIVITIES AND CONDUCT PROHIBITED IN PARKING FACILITIES ADJACENT TO THE STADIUM OR PARKING FACILITIES USED FOR STADIUM EVENTS) AND 9.05.170 (PENALTIES) TO CHAPTER 9.05 (IN GENERAL) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA GOVERNING CONDUCT AT THE STADIUM AND SURROUNDING AREA" which amends Chapter 9.05 (In General) of Title 9 (Public Peace, Morals and Welfare) by amends Subchapter 9.05.005 (Definitions) and adds new Subchapters 9.05.160 (Prohibited Conduct in Sporting and Entertainment Events), 9.05.165 (Activities and Conduct Prohibited in Parking Facilities Adjacent to the Stadium or Parking Facilities used for Stadium Events) and 9.05.170 (Penalties) governing **conduct at the stadium, parking lots and surrounding areas**.

11. Under Public Presentations, Glenn Slivinske, Mark Kelsey, Debbie VanOveren, Kathy Kelsey, Nick Lallas, and Joseph Moore addressed the Council with comments of concern regarding the project located 2325 Park Avenue.

Ben Cardoza addressed the Council with comments of concern about the care of the homeless.

12A. **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Director of Water and Sewer Utilities' memo (02/14/14), the Council **approve** the appropriation and transfer of $175,000 from the Water Conservation Reserve (account 092-12035) to the Equipment Pool Revolving Fund (account 050-2111-88040(I)2100) for the **design and purchase** of a **vehicle for drinking water distribution** during **emergencies** and at **public events**.

12B. **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Fire Chief's memo (03/14/14), the Council **accept** the **donation**, in the amount of $1,000, from the **Walmart Foundation** to purchase supplies and materials for the **Community Emergency Response Team (CERT) Program**; **authorize** a $1,000 increase in Estimated Revenues in Fire Department Donations (account 067-7822-59650-(G)00491) and appropriations (account 067-7822-87500-(I)7460-(G)00491); **authorize** the transmittal of a letter of appreciation signed by the Mayor and City Manager.

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12C. **MOTION** was made by Marsalli, seconded and unanimously carried, that, per the Police Chief's memo (03/14/14), the Council **accept** the **donation**, in the amount of $1,000, from the **Walmart Foundation** to purchase supplies and materials for the **Drug Abuse Resistance Education (D.A.R.E.) program**; **authorize** a $1,000 increase in Estimated Revenues in Police Department Donations (account 067-7746-59650-(G)00480) and appropriation (account 067-7746-87500-(G)00480); and **authorize** the transmittal of a letter of appreciation by the Mayor and City Manager.

12E. The Council proceeded to consider the **Council Strategic Objective - Assessment of current auditing practices**: **Review of background, research, assessment findings** and direct the City Manager and City Auditor to return to Council with an updated Resolution regarding the **Policy regarding Conference Attendance, In-Service Training and Travel for City Business by Employees**; provide direction regarding the adoption of a General Services Administration (GSA)-based employee per diem and AB 1234-compliant meal reimbursement policy or refer to the Audit Committee to implement administrative changes to modernize and streamline auditing practices; and to meet and confer as and to the extent required. The City Auditor reviewed his memo (03/20/14) and answered Council questions. A Council discussion followed. **MOTION** was made by Kolstad, seconded and unanimously carried, that the Council **refer** the item to the Audit Committee.

12F. **MOTION** was made by Mahan, seconded and unanimously carried, that, per the Director of Water and Sewer Utilities' memo (03/11/14), the Council **adopt Resolution No. 14-8123** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING THE UPDATE TO THE SEWER SYSTEM MANAGEMENT PLAN (SSMP)" which approves the **update** to the **Sewer System Management Plan (SSMP)** to comply with the California State Water Resources Control Board's (State Water Board) requirement of updating the SSMP every five years.

13A. **MOTION** was made by Davis, seconded and unanimously carried, that the Council **approve** the **bills and claims** and **Progress Payments**.

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15. Under City Manager reports, City Manager Fuentes commended the Director of Public Works/City Engineer and the Public Works Department for a wonderful job on the completion of the Caltrain Railroad Trestle Improvements. The Director of Public Works then addressed the Council with comments and made an electronic presentation, which included photographs of the trestle.

City Manager Fuentes also reported that on March 26, 2014 there will be a meeting with the Library Board of Trustees to introduce the candidate for the position of City Librarian.

16A. The City Attorney reported that earlier in the evening, the Council met for a Closed Session 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) and that there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 224-02-002; 224-02-013; 224-02-014; 224-02-020; and 224-02-023; Negotiating Party(ies): Steve Zamudio, Colliers International; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) and that there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036, 104-03-038, 104-03-039, 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 that there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-038, 104-03-039, 104-03-040, 104-43-50, 104-55-16 and 104-43-049; Negotiating Party(ies): Larry MacNeil and Jim Mercurio, The San Francisco 49ers; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Parking Rights Agreement and that

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there was no reportable action. The 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 Conference with Legal Counsel - Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2); Potential exposure to litigation: 2 potential cases would be held at the conclusion of this evening's meeting.

16B. **MOTION** was made by Davis, seconded and unanimously carried, that, per the City Attorney's memo (03/21/14), the Council **set April 8, 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.

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17A. **MOTION** was made by Davis, seconded and unanimously carried, that, there being no further business, the Council adjourn the meeting at 9:57 pm, to a Closed Session in the Council Conference Room for a 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 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 Conference with Legal Counsel - Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2); Potential exposure to litigation: 2 potential cases and to Tuesday evening, **April 8, 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. The Council then adjourned to the Council Conference Room for the Closed Session. The Council reconvened at 11:06 pm in the Council Chambers and the City Attorney noted that there was no reportable action. The meeting stood adjourned.

DRAFT

ATTEST: _____
City Clerk

APPROVE: _____
Mayor

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5A

Santa Clara All-America City 2001

Date: April 2, 2014

To: City Manager for Council Information

From: Chief of Police

Subject: Special Order of Business: Recognition of the Reserve Police Officer Unit of the Santa Clara Police Department for their Continuous Volunteer Efforts to the City of Santa Clara

At the April 22, 2014 City Council Meeting, a plaque will be presented to the Reserve Police Officer Unit of the Santa Clara Police Department. The Reserves are being recognized for their past and continuing support and dedication to the Police Department and to the City of Santa Clara. 2014 marks the sixty-second year that the Reserves have volunteered their services, making many large and significant events both possible and successful.

Michael J. Sellers
Chief of Police

APPROVED:

Julio J. Fuentes
City Manager

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5B

Santa Clara
All-America City
2001

Date: April 8, 2014

To: City Manager for Council Information

From: Director of Human Resources

Subject: Special Order of Business for the April 22, 2014, City Council Meeting: Promotion of the Opportunity to Serve on the Civil Service Commission for the City of Santa Clara

Since there will be a vacancy on the Civil Service Commission beginning July 1, 2014, Chairperson Beverly Silva will give a brief overview of the responsibilities of the Civil Service Commission and its members.

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report: None

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5C

Santa Clara
All-America City
2001

Date: April 15, 2014

To: City Manager for Council Information

From: Director of Parks & Recreation

Subject: Special Order of Business – Parks & Recreation Commission Vacancy Promotion – April 22, 2014 Council Meeting

Commissioner Michael O'Halloran of the Parks & Recreation Commission will attend the April 22, 2014 City Council Meeting to make a presentation to promote filling the vacancy on the Commission.

James Teixeira
Director of Parks & Recreation

APPROVED:

Julio J. Fuentes
City Manager

I:\Parks\Agendas\Special Order of Business\Commission Vacancy Promotions\Parks & Recreation Commission Vacancy Promotion 2014.doc

Rev. 02/26/08

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6B

Date: April 22, 2014

To: City Manager for Council Action

From: City Attorney
Director of Planning & Inspection

Subject: 2325 Park Avenue Project Process Review; and
City Regulation of Boarding Houses and Second Units

EXECUTIVE SUMMARY:

This report addresses two related issues that have recently drawn significant public and City Council attention. First is the issue of large single family additions in close proximity to Santa Clara University and the potential impact of student housing in the predominately single family neighborhoods of the City, particularly following the approval and permitting of an addition to 2325 Park Avenue. The second issue to be discussed is in response to the Council's request on how and to what extent the City of Santa Clara may regulate boarding houses and second units within the City of Santa Clara.

2325 Park Avenue

At the Neighborhood University Relations Committee meeting of April 7, 2014, and the City Council meeting of April 8, 2014, neighbors addressed the Committee and Council, respectively, regarding concerns about City approval of an addition to a single family home at 2325 Park Avenue, and more broadly about student housing in the area around and radiating out from the Santa Clara University campus. Neighborhood comments had also been received earlier, including at the Council meeting of March 25, 2014, following the issuance of a building permit on March 18, 2014, for an addition that would result in a 5-bedroom home at that property.

After a number of residents questioned staff approval of the project, Planning Director Riley responded with a letter, but erroneously stated that the addition did not enlarge the floor area, when in fact it did result in a 445 square foot expansion at the front of the home. He later acknowledged his misstatement, an evaluation that was based upon the project description rather than the project plans. However, City staff who had reviewed the plans understood the expansion at the time it was approved and verified that the new building foundation was within the allowable setback area of the property. Planning Director Riley also noted that staff required that the applicant remove the closet in the expansion and open a double doorway to encourage its use as a family room, resulting in a bedroom count of five, rather than six, consistent with past practices of the Planning Commission, the Architectural Committee and staff in similar projects elsewhere in the City. Since that time, the applicant has verbally agreed to remove the family room in its entirety in an attempt to mitigate concerns expressed by neighboring residents.

The project, as proposed and approved, does meet all standards of the zoning code and does not require public notice. Nevertheless, on April 7, 2014, the City Manager directed staff to grant no further

modifications to the plans and conduct no inspections before the Council meeting of April 22, 2014, where concerns could be aired before Council. The contractor may have some construction that can move forward before an inspection is required, but no work will be signed off before April 23, 2014.

Also, while this home has historic character, it is not listed in the City's Architecturally or Historically Significant Properties and is not within 100 feet of any of the designated historic homes. Staff has verified this with the standard Geographic Information System (GIS) maps that are used for all noticing under planning review. It was not therefore scheduled for Historical & Landmarks Commission review. Please see attached map.

Residential Additions - Regulations and Procedures

The Zoning Code (Chapter 18 of the Santa Clara City Code) is substantially unchanged from the time of its adoption in 1969, with respect to the single family zoning districts (R1-6l and R1-8L). It is about to be comprehensively updated with the assistance of a consultant, to better implement the General Plan that was adopted by Council in November 2010.

The single family zoning districts do not establish a limit on bedroom count, but require two covered parking spaces for each single family residence. The code currently defines a single family dwelling as "a detached building designed for and/or occupied exclusively by one family," but legal determinations would more appropriately limit this to one household. This definition does not preclude unrelated persons living together as a single household, whether in three bedrooms or six. This is the basis for much of the frustration for neighbors in this area of the City in particular, as it does not readily deal with student housing difficulties.

The Architectural Committee, in accordance with Chapter 18.76, is charged with review and approval of projects prior to the "issuance of a permit for any sign, building, structure, or alteration of the exterior of a structure in any zone district." The Committee has assigned more minor project review applications to staff, including single story additions, as a means to manage a significant load of applications that would otherwise need to be scheduled for the once or twice per month meetings of the Committee. Second story additions are placed on Committee agendas, with courtesy notice to those residing within 300 feet of the site. Projects on historically significant properties or within 100 feet of historically significant properties are scheduled for review before the Historical and Landmarks Commission at their monthly meetings.

Boarding Houses

The Santa Clara City Code defines the specific zoning districts where boarding houses may be established. Boarding houses are allowed as a conditional use in the same zoning districts as sororities and fraternities (SCCC Chapters 18.32 and 18.58) and must obtain a conditional use permit, pursuant to SCCC 18.110.

The City of Santa Clara established single family zoning districts for the express purpose of stabilizing and protecting the residential characteristics of the district and to promote and encourage a suitable single-family residential environment.[1] In order to regulate large living groups within a single family zoning district, the City must define "family" without distinguishing between related and unrelated individuals. Such a definition discourages the renting or subleasing of individual rooms that create a "boarding house" situation. Ordinances limiting occupancy of a dwelling based on individuals who are related versus individuals who

[1] SCCC §18.12.020

are unrelated (i.e. which essentially define categories of familial relationships) have been struck down under the United States Constitution and the California Constitution.

Examples from surrounding jurisdictions include:

Campbell

- "Family" means an individual, or two or more persons related by blood or marriage, or a group of not more than five persons (excluding servants) not related by blood or marriage, living together as a single housekeeping unit in a dwelling unit.
- "Single housekeeping unit" means a functional equivalent of a traditional family, whose members are a nontransient interactive group of persons jointly occupying a single dwelling unit, including the joint use of common areas in sharing household activities and responsibilities, such as meals, chores and expenses.
- Does not have a definition for "boarding house."

Cupertino

- "Boarding house" means any building used for the renting of rooms or providing of table board for from three to five persons, inclusive, over the age of sixteen years, who are not members of the same family.
- "Family" means an individual or group of persons living together who constitute a bona fide single housekeeping unit in a dwelling unit. "Family" shall not be construed to include a fraternity, sorority, club or other group of persons occupying a hotel, lodging house, or institution of any kind.

Milpitas

- "Boarding House" means a building or portion thereof other than a hotel, where meals and lodging are provided for compensation including a bed and breakfast.
- "Family" means an individual, or two (2) or more persons related by blood or marriage or legal adoption or joined through a judicial or administrative order of placement or guardianship, or unrelated persons who function together as a single household unit.

Sunnyvale

- "Family" means
  - An individual living alone in a dwelling unit; or
  - Two or more persons related by blood, marriage or legal adoption, or a group of two or more persons who need not be related, living together as a single dwelling unit as a group where the individual group is in possession of the entire dwelling unit.
- "Boardinghouse" means a building, or portion thereof, where sleeping facilities and regular meals for three or more persons are provided for compensation or profit. "Boardinghouse" does not include hotels, motels or mobile or trailer homes.

San Jose

- "Family" is one or more persons occupying a premises and living as a single housekeeping unit.
- "Single housekeeping unit" is the functional equivalent of a traditional family; whose members are a nontransient interactive group of persons jointly occupying a single dwelling unit, including the joint use of common areas and sharing household activities and responsibilities such as meals, chores and expenses.
- Does not have a definition for "boarding house."

Berkeley

- "Boarding House" is a building used for residential purposes, other than a hotel, where lodging and meals for five or more persons, who are not living as a household, are provided for compensation,

> whether direct or indirect. In determining the number of persons lodging in a boarding house, all residents shall be counted, including those acting as manager, landlord, landlady or building superintendent.

The City of Santa Clara defines boarding house or rooming house as "a dwelling, other than a hotel, where lodging or lodging and meals for two or more persons is provided for compensation." The City defines family as "an individual or group of persons living together as a single housekeeping unit in a dwelling unit, including State or County licensed residence programs which comply with State law. "Family" shall not be construed to include a fraternity, sorority, club, or other group of persons occupying a hotel, boarding house, or similar institution." In order to ensure that boarding houses are not established in the single family zoning districts within the City of Santa Clara, the definition of "boarding house" could be made more similar to Cupertino's definition, which is, "means any building used for the renting of rooms or providing of table board for from three to five persons, inclusive, over the age of sixteen years, who are not members of the same family." The City of Santa Clara's definition could be:

> "Boarding house or rooming house" means "a dwelling, other than a hotel, used for the renting of rooms or providing of meals for three or more persons over the age of sixteen years, who are not members of the same family, for compensation."

This would better encompass the room-renting situations that the City is trying to regulate.

Additionally, the City of Santa Clara's definition of "family," as used in single-family residential zoning could be improved to ensure that only families, or the functional equivalents of families, are living in single family zones. The City of Santa Clara's definition of family could be amended as follows:

> "Family" means an individual or group of persons living together as a single housekeeping unit, which means the functional equivalent of a traditional family; whose members are a nontransient interactive group of persons jointly occupying a single dwelling unit, in which each resident has access to all parts of the dwelling, including the joint use of common areas, and shares household activities and responsibilities, such as meals, chores and expenses. This includes State or County licensed residence programs which comply with State law. "Family" shall not be construed to include a fraternity, sorority, club, or other group of persons occupying a hotel, boarding house, or similar institution.

This definition ensures that only families, or the functional equivalent of families, are living in single family zones, thereby stabilizing and protecting the residential characteristics of the district and promoting and encouraging a suitable single-family residential environment. This would help regulate large living groups within a single family zoning district without distinguishing between related and unrelated individuals.

Second Units

California Government Code § 65852.150 requires that any second-unit ordinances adopted by local agencies have the effect of providing for the creation of second units and that provisions in these ordinances relating to matters including unit size, parking, fees and other requirements are not so arbitrary, excessive or burdensome as to unreasonably restrict the ability of homeowners to create second units in zones in which they are authorized by local ordinance. These requirements also apply to charter cities like Santa Clara.

Owner-Occupant Requirements
The Courts have held that an owner-occupant condition of a conditional use permit is permissible under Government Code § 65852.2. Although the primary purpose of section 65852.2 was to create more affordable housing in existing neighborhoods, the additional housing was to be created with minimal disruption of neighborhood stability and the character of family neighborhoods. Furthermore, the issuance of a permit may be conditioned on the character of the property as owner-occupied and the condition of owner-occupied runs with the land and is correctly imposed on all subsequent owners. However, zoning ordinances excluding unrelated persons and non-dependent family members from second units have been held to violate the right to privacy under the state constitution.

Cities can require that one dwelling unit on a property be owner-occupied, but cannot require that both dwelling units be owner-occupied.

Accessory Units in Santa Clara
Accessory units are currently permitted uses in both of the single-family residential zoning districts in Santa Clara (Santa Clara City Code ("SCCC") Chapters 18.10 and 18.12). Accessory units cannot exceed six hundred forty (640) square feet, including a kitchen and not more than one bedroom and one bathroom (SCCC 18.06.010(a)(1)).
On properties with permitted accessory units, the City of Santa Clara does not currently require owner occupation of either of the dwelling units.

Survey of Local Cities with Second Unit Ordinances
San Jose

- San Jose requires that the property be owner-occupied when the permit application process occurs, but does not require this restriction for subsequent owners.

Milpitas

- Requires that one of the two units be occupied by the owner of the property at the time of the application submittal.

Campbell

- Only allows one of the units to be rented or leased, and requires recordation of a deed restriction setting forth occupancy maximums.

Cupertino

- No ownership restrictions.

Sunnyvale

- Either the accessory living unit or the primary dwelling must be the bona fide principal residence of at least one legal owner of the lot containing the dwelling. The dwelling unit not so occupied may be rented. Requires a recorded covenant to the effect that the property shall be owner-occupied as defined herein, for the period of twenty years from the date the covenant is recorded.

Conclusion
Regarding 2325 Park Avenue, the applicant received proper building permits and has agreed to reduce the overall number of rooms by eliminating a family room, resulting in five (5) bedrooms. Following the Council meeting of April 22, the City will approve revised plans illustrating the elimination of the family room and conduct the necessary inspections to complete construction. The approval is conditioned upon the previously made commitment of the applicant that resale of the property will be to a family or person(s) who will own and occupy the residence and not use it as student housing.

More broadly, given the concerns about student housing presented by residents in the area, the City Manager proposes formation of an ad hoc committee that will review the information herein on residential additions, boarding houses and second units and other available resources, and make recommendations to the Council on the zoning code related to the development and review process for single family home development, with an emphasis on addressing student housing impacts on neighborhoods within the proximity of Santa Clara University. The City Attorney would review concepts for legal purposes and any proposed code changes would need to be carried through a public review process prior to Council adoption of any amendment.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Updating City regulations and review processes will recognize the sensitivity to the manner in which student housing can adversely affect single family neighborhoods.

ECONOMIC/FISCAL IMPACT:

No economic or fiscal impact identified.

RECOMMENDATION:

That the Council direct staff to establish an ad hoc committee, including any direction on its composition, to review available resources and make recommendations to the Council on the zoning code for the development and review process for single family home development, with an emphasis on addressing student housing impacts on neighborhoods within the proximity of Santa Clara University.

for Richard E. Nosky, Jr.
City Attorney

Kevin L. Riley
Director of Planning & Inspection

Approved:

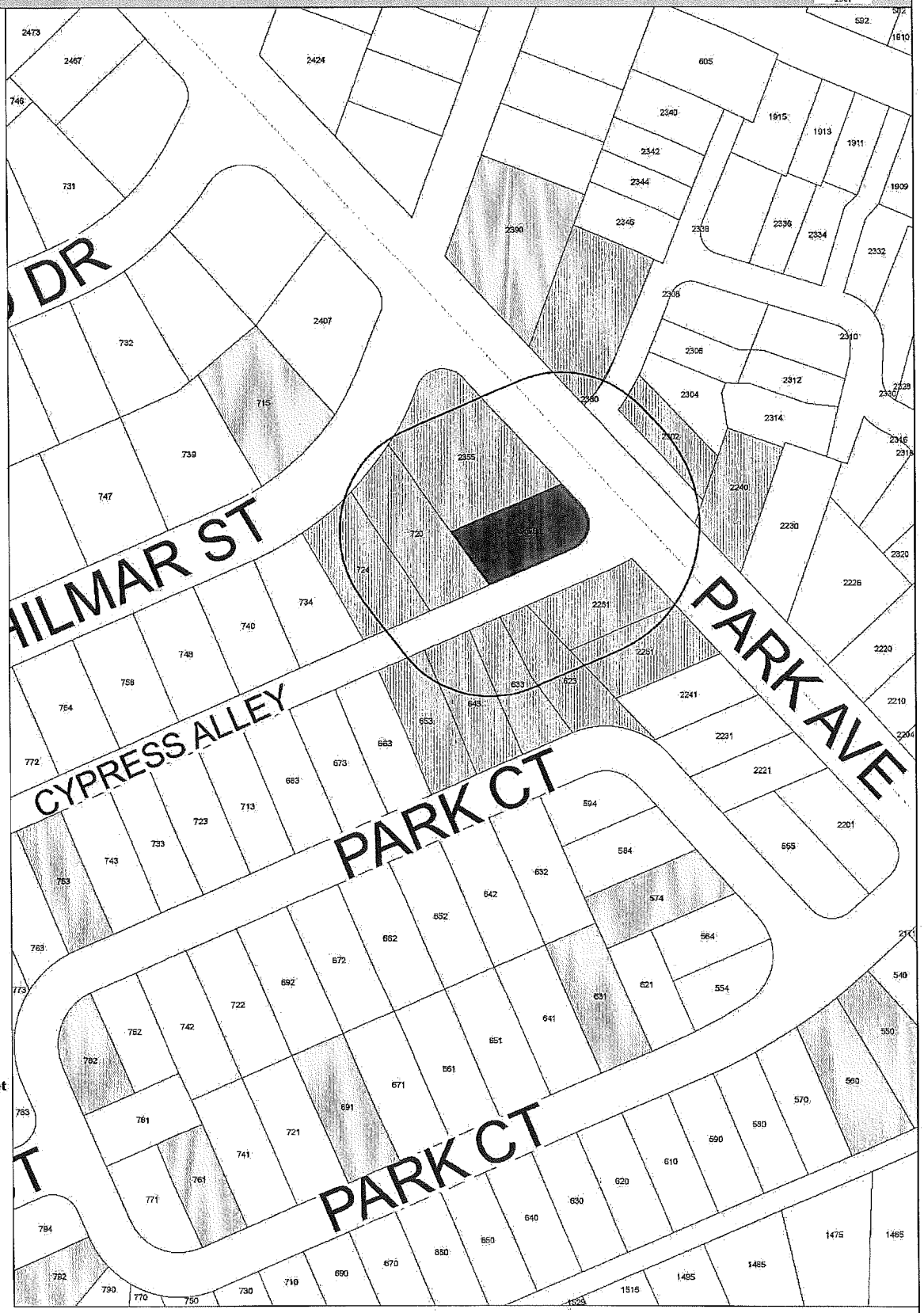
for Julio J. Fuentes
City Manager

Documents Related to this Report:
1) GIS Map - 100-foot radius around 2325 Park Avenue

I:\PLANNING\2014\CC-CM 2014\04.22.2014\2325 Park and Boarding Houses and Second Units Informational Report 04-22-14.doc
I:\AGENDA\AGENDA REPORTS\2325 Park and Boarding Houses and Second Units 04-22-14.doc

City of Santa Clara

2325 Park Avenue 100 Feet Buffer



Legend

- Project Site
- 100 feet Buffer
- Properties within 100 feet
- Historical Properties

Miles

0 0.0050.01 0.02 0.03 0.04

The Mission City

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MA-1

Santa Clara All-America City 2001

Date: April 8, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval to Set the Salary for Utility Electrician Candidate Long Vu at Step 3 of the Salary Range

EXECUTIVE SUMMARY:

The Electric Department has recently conducted interviews to fill two vacant Utility Electrician positions. Mr. Long Vu, ranking number one on the Electrician Eligibility List, displayed the experience, enthusiasm and level of training that meet the Electric Department's expectations of what it will take to be a successful Electrician with the City of Santa Clara. Mr.Vu completed a five year electrician apprenticeship through the International Brotherhood of Electrical Workers (IBEW) Local 332 on June 10, 2005 and has been employed as an Industrial Electrician with the City of San Jose Waste Water Treatment Plant for the past six years. Mr. Vu's training and experience will transfer well to meet the Electric Department's requirements as a Substation Electrician, and warrants being hired at Step 3.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Historically it has been challenging to attract Journey Level Electricians, especially those with the experience that Mr. Vu possesses. Hiring Mr. Vu at Step 3 is consistent with the department's practice of hiring journey level workers at the step equivalent to their education and experience and affords the City an opportunity to hire a well-trained Journey Level Electrician for the Electric Department.

ECONOMIC/FISCAL IMPACT:

Funds are available in the current budget to hire Mr. Long Vu at step 3.

RECOMMENDATION:

That Council approve setting the salary for Utility Electrician position candidate Long Vu at Step "3" of the salary range for D1-32.

FOR John C. Roukema
Director of Electric Utility

Approval Recommended:

Elizabeth C. Brown
Director of Human Resources

APPROVED

Julio J. Fuentes
City Manager

Documents Related to this Report: None

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MA-2

Santa Clara All-America City 2001

Date: April 8, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval to Set the Salary for Utility Electrician Candidate Christopher Divens at Step 3 of the Salary Range

EXECUTIVE SUMMARY:

The Electric Department has recently conducted interviews to fill two vacant Electrician positions. Mr. Christopher Divens, ranking number two on the Electrician Eligibility List, displayed the experience, enthusiasm and level of training that meet the Electric Department's expectations of what it will take to be a successful Electrician with the City of Santa Clara. Mr. Divens completed a five year electrician apprenticeship through the International Brotherhood of Electrical Workers (IBEW) Local 332 on June 4, 1999 and has been employed as an Electrician with San Jose Signal Electric for the past 13 years. Mr. Divens' training and experience as an electrician, specifically traffic signal experience, will transfer well to meet the Electric Department's requirements as a Utility Electrician, and warrants being hired at Step 3.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Historically it has been challenging to attract Journey Level Electricians, especially those with the experience that Mr. Divens possesses. Hiring Mr. Divens at Step 3 is consistent with the department's practice of hiring journey level workers at the step equivalent to their education and experience and affords the City an opportunity to hire a well-trained Journey Level Electrician for the Electric Department.

ECONOMIC/FISCAL IMPACT:

Funds are available in the current budget to hire Mr. Divens at step 3.

RECOMMENDATION:

That Council approve setting the salary for Utility Electrician position candidate Christopher Divens at Step "3" of the salary range for D1-32.

FR John C. Roukema
Director of Electric Utility

Approval Recommended:

Elizabeth C. Brown
Director of Human Resources

APPROVED

Julio J. Fuentes
City Manager

Documents Related to this Report: None

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-3

Santa Clara All-America City 2001

Date: April 4, 2014

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Approval of Plans and Specifications:
Santa Clara Various Streets and Roads Preservation Project for Benton Street, Lincoln Street, and Los Padres Boulevard (CE 13-14-04)

EXECUTIVE SUMMARY:

This Project proposes to rehabilitate approximately one and a half (1.5) miles of City streets on the following street segments: Benton Street from Kiely Boulevard to Blackfield Drive; Los Padres Boulevard from El Camino Real to Benton Street; and Lincoln Street from El Camino Real to Homestead Road. Scope of work includes grinding or removal of existing asphalt concrete (AC) pavement, perform AC failure repair, installation of pavement reinforcing grids, and 5" maximum AC pavement reconstruction. The Project will also include adjustment of manhole covers, valve box covers, and monument covers; replacement of impacted traffic signal loop detectors and concrete valley gutter, concrete bridge deck sealing, installation of thermoplastic striping, pavement markings, and raised pavement markers.

Plans and Specifications for the above referenced Project have been prepared by City Staff, and have been placed in Council Offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the plans and specifications will allow the Project to advertise for bids and start the construction in Summer 2014.

ECONOMIC/FISCAL IMPACT:

The City has obtained approval of federal funds allocated through a Surface Transportation Program (STP) grant in the amount of $1,891,000 for this Project, and the City will be reimbursed up to that amount once the Project is complete. The City will provide the required local matching fund of $249,000 from Gas Tax for a total estimated project cost of $2,140,000. There will be no additional operational and maintenance cost impact to the General Fund.

RECOMMENDATION:

That the Council:

1. Approve the Plans and Specifications for the Santa Clara Various Streets and Roads Project for Benton Street, Lincoln Street, and Los Padres Boulevard (CE 13-14-04);
2. Authorize City Manager to make minor modifications, if necessary; and,
3. Authorize the advertisement for bids.

Rajeev Batra

Rajeev Batra
Director of Public Works / City Engineer

APPROVED:

Julio A. Fuentes

for Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Plans and Specifications

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PROJECT SPECIFIC BOOK

PARTS OF DIVISION 0
PLUS
DIVISION 3 AND ABOVE

CITY OF SANTA CLARA

DEPARTMENT OF PUBLIC WORKS

PROJECT MANUAL

FOR

CONSTRUCTION OF

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION

(BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET)

IN

CITY OF SANTA CLARA, CALIFORNIA

FEDERAL PROJECT NUMBER: STPL-5019 (032)

CITY PROJECT NO.	**CE 13-14-04**
TRACING NO.	**11,996-B**
BID OPENING DATE:	**TBD**

NOT FOR CONSTRUCTION

DOCUMENT 00001

TITLE PAGE

CITY OF SANTA CLARA, CALIFORNIA

1500 WARBURTON AVENUE
SANTA CLARA, CALIFORNIA 95050

PROJECT MANUAL

FOR

CONSTRUCTION OF

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION

(BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET)

IN

CITY OF SANTA CLARA, CALIFORNIA

FEDERAL PROJECT NUMBER: STPL-5019 (032)

NOT FOR CONSTRUCTION

END OF DOCUMENT

DOCUMENT 00010

TABLE OF CONTENTS

The Highlighted sections below refer to sections that are included in this volume. The other sections are included herein by reference only and can be found in the City of Santa Clara's Standard Specifications for Public Works Construction on the City's Website at: http://santaclaraca.gov/Modules/ShowDocument.aspx?documentid=8454. All sections of Divisions 0, 1, and 2, unless specifically indicated as "NOT USED", shall apply to and be included as terms of these Specifications and Agreement. Bidders agree to be bound by all such terms by submitting Bid Documents.

DIVISION	DOCUMENT	TITLE
0		GENERAL PROVISIONS
	Introductory Information	
	00001	Title Page
	00010	Table of Contents
	00020	Project Team
	00030	Seals
	00040	List of Drawings
	00050	References and Definitions
	Bidding Requirements	
	00100	Notice Inviting Bids
	00200	Instructions to Bidders
	00210	Indemnity and Release Agreement
	00250	Bid Contents, Evaluation, Selection and Award
	00320	Geotechnical Data and Existing Conditions
	00340	Hazardous Materials Surveys
	00400	Bid
	00411	Bidder's Bond
	00420	Bidder Registration and Safety Experience
	00421	Declaration of Contractor's License Status
	00430	Subcontractors List
	00435	Principals Interested in this Bid
	00440	Affidavit of Compliance with Ethical Standards for Contractors
	00441	Ethical Standards for Contractors
	00450	Statement of Qualifications for Construction Work
	00460	Schedule of Major Equipment and Materials Suppliers **(NOT USED)**
	00481	Non-collusion Affidavit
	00482	Bidder Certifications
	00490	Addenda (Sample)

Contract Forms

00510	Notice of Award
00520	Agreement
00550	Notice to Proceed
00610	Construction Performance Bond
00620	Construction Labor and Materials Payment Bond
00630	Guaranty
00650	Agreement and Release of Any and All Claims
00654	Workers' Compensation Insurance Statement
00660	Substitution Request
00670	Escrow Bid Documents
00680	Escrow Agreement for Security Deposits in Lieu of Retention
00690	Public Works Contract Change Order (Sample)

Conditions of the Contract

00700	General Conditions
00800	Supplementary Conditions
00810	Supplementary Conditions – Hazardous Materials
00820	Insurance Requirements
00830	Apprenticeship Program
00920	Federal Requirements

DIVISION	SECTION	TITLE
1		GENERAL REQUIREMENTS
	01100	Summary of Work
	01130	Alternates
	01200	Measurement and Payment
	01250	Modification Procedures
	01315	Project Meetings
	01320	Progress Schedules and Reports
	01330	Submittal Procedures
	01410	Regulatory Requirements
	01411	Regulatory Requirements – Hazardous Materials
	01450	Testing and Inspection
	01500	Temporary Facilities and Controls
	01540	Site Security and Safety
	01580	Project Identification Signs
	01590	City Mitigation Measures
	01600	Product Requirements
	01715	Existing Underground Facilities
	01740	Cleaning
	01770	Contract Closeout
	01780	Project Record Documents

Note: For the purpose of assisting users of the Technical Provisions in making cross-references to the Caltrans Standard Specifications when necessary, the City has maintained a degree of consistency and continuity in the numbering system of the Technical Provisions. The numbering sequence for the Technical Provisions is intended to include the corresponding Caltrans Standard Specifications Section numbers as the last two digits in each respective Section number of the Technical Provisions.

DIVISION	SECTION	TITLE
2		TECHNICAL PROVISIONS
	02005	Trench and Excavation Safety
	02007	Storm Water Pollution Prevention
	02010	Site Conditions and Dust Control
	02016	Clearing and Grubbing
	02019	Earthwork
	02020	Landscaping and Irrigation
	02024	Lime Stabilization
	02026	Aggregate Base
	02027	Cement Stabilization
	02037	Bituminous Seals
	02039	Asphaltic Concrete Pavement, Resurfacing, and Berms
	02040	Portland Cement Concrete Pavement
	02062	Furnishing and Installing Pipe
	02070	Storm and Sanitary Sewer Manholes, Drainage Structures, and Miscellaneous Structures
	02071	Water Mains and Services
	02073	Portland Cement Concrete Curb, Gutter, Sidewalk, Walkway, Curb Ramp, and Driveway
	02083	Redwood Headers and Barricades
	02084	Traffic Stripes, Pavement Marking, and Pavement Markers
	02086	Signals, Lighting, and Electrical Systems

DIVISION	SECTION	TITLE
3 and above		SPECIAL PROVISIONS
	03200	Civil Improvements

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DOCUMENT 00020

PROJECT TEAM

CITY *CITY OF SANTA CLARA*

Rajeev Batra, Director of Public Works/City Engineer
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3001
Fax: 1+(408) 985-7936
Email: RBatra@santaclaraca.gov

Falguni Amin, Acting Principal Engineer – Design Division
1500 Warburton Avenue
Santa Clara, CA 95050
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Fax: 1+(408) 985-7936
Email: FAmin@santaclaraca.gov

Dennis Ng, City Traffic Engineer
1500 Warburton Avenue
Santa Clara, CA 95050
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Email: DNg@santaclaraca.gov

Jim Parissenti, Principal Engineer – Field Services Division
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3061
Fax: 1+(408) 983-0931
Email: JParissenti@santaclaraca.gov

Jing Deng, Senior Civil Engineer – Design Division
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3012
Fax: 1+(408) 985-7936
Email: JDeng@santaclaraca.gov

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SEALS

CITY OF SANTA CLARA

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT

CE 13-14-04

TRACING NO. 11,996-B

CIVIL ENGINEER

Rajeev Batra, P.E.
R.C.E. No. 37877

Signature: _____

Date: _____

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LIST OF DRAWINGS

PLANS

CSC TRACING NO. 11,996-B

Description	Sheet Number
Cover Sheet	1
Location Maps	2
Benton St. – STA. 0+38 to 9+00	3
Benton St. – STA. 9+00 to 19+00	4
Benton St. – STA. 19+00 to 25+52	5
Los Padres Blvd. – STA. 0+57 to 11+00	6
Los Padres Blvd. – STA. 11+00 to 21+95	7
Lincoln St. – STA. 0+67 to 11+00	8
Lincoln St. – STA. 11+00 to 21+00	9
Lincoln St. – STA. 21+00 to 23+77	10
Benton St. Striping Plan – STA. 0+43 to 9+00	11
Benton St. Striping Plan – STA. 9+00 to 19+00	12
Benton St. Striping Plan – STA. 19+00 to 25+55	13
Los Padres Blvd. Striping Plan – STA. 0+57 to 11+00	14
Los Padres Blvd. Striping Plan – STA. 11+00 to 21+82	15
Lincoln St. Striping Plan – STA. 0+67 to 11+50	16
Lincoln St. Striping Plan – STA. 11+50 to 21+50	17
Lincoln St. Striping Plan – STA. 21+50 to 23+77	18
Typical Street Cross-Sections	19
Construction Details	20
Pavement Markings Typical Details	21
Pavement Markers and Traffic Lines Typical Details	22
Traffic Signal Loop Detector Details & Striping General Notes	23

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NOTICE INVITING BIDS

1. **NOTICE.** The City of Santa Clara, California, a chartered California municipal corporation, ("City") hereby gives notice that it will accept bids for construction of the following public work:

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT INVITATION NO. CE 13-14-04

2. **BID SUBMISSION.** City will receive sealed Bids in the Office of the City Clerk, 1500 Warburton Avenue, Santa Clara, California 95050, until **3:00 p.m.**, as determined by the atomic clock above the help window of the City Clerk' s Office and the City Clerk, on TBD. Bids will be opened shortly thereafter on that same day. The opening will be in accordance with procedures set forth in Document 00250, Bid Contents, Evaluation, Selection, and Award.

3. **CONTACT INFORMATION.** Bidders may obtain further information from:

Project Engineer:	Jing Deng
Email:	JDeng@santaclaraca.gov
Telephone:	1+(408) 615-3012
Fax:	1+(408) 985-7936
Mailing address:	City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050

4. **STATEMENT OF QUALIFICATIONS.** Each Bidder shall be required to submit a Statement of Qualifications in accordance with Document 00200, Instructions to Bidders, and Document 00450, Statement of Qualifications for Construction Work.

5. **DESCRIPTION OF WORK.** The Work shall consist of AC pavement reconstruction, 7" max. AC failure repairs (deeplift), pavement reinforcing grid, adjustment of utility covers to grade, replacement of impacted traffic loops, replacement of concrete valley gutter, and installation of thermoplastic pavement markings, striping, and raised pavement markers.

THIS PROJECT UTILIZES FEDERAL GRANT FUNDING AND IS, THEREFORE, SUBJECT TO ALL FEDERAL RULES AND REGULATIONS INCLUDED IN DOCUMENT 00920 OF THESE CONTRACT DOCUMENTS. THE ESTABLISHED DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT GOAL IS TEN PERCENT (10%).

6. **CONTRACT TIME.** The Work shall reach Substantial Completion within sixty (60) Working Days from the date when the Contract Time commences to run. The Work shall reach Final Completion within seventy (70) Working Days from the date when the Contract Time commences to run. See Document 00050, References and Definitions, for definitions of Substantial Completion and Final Completion.

7. **REQUIRED CONTRACTOR'S LICENSE(S).** A contractor's license is not required to bid this Contract; however, a California "**A**" (**General Engineering Contractor**) contractor's license is required from Contract award through Contract acceptance.

8. **PREVAILING WAGE LAWS.** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents.

9. **INSTRUCTIONS.** Bidders shall refer to Document 00200, Instructions to Bidders, for required documents and items to be submitted in sealed envelopes for deposit into the Bid box, located at the City Clerk's office, and applicable times for submission.

10. **SUBSTITUTIONS OF SECURITIES.** City will permit the successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention, in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention, is incorporated in full in this Document 00100, Notice Inviting Bids.

11. **PRE-BID CONFERENCE AND SITE VISIT.** City will not conduct a Pre-Bid Conference and Site Visit for this project. Bidders are strongly encouraged to visit the sites.

12. **BIDDING DOCUMENTS.** Bidders may examine Bidding Documents at the office of:

Prints Charles Reprographics, 1643 S. Main Street, Milpitas, CA 95035 and at www.printscharlesrepro.com (PLAN VAULT);
City of Santa Clara, Engineering Department, 1500 Warburton Avenue, Santa Clara, CA 95050;
Asian Inc., 1167 Mission Street, 4th Floor, San Francisco, CA 94103;
Builders Exchange of Alameda County, 3055 Alvarado Street, San Leandro, CA 94577;
Builders Exchange of Santa Clara County, 400 Reed Street, Santa Clara, CA 95050;
Central Coast Builders Association, 20 Quail Run Circle, Ste A, Salinas, CA 93907;
Contra Costa Builders Exchange, 2440 Stanwell Drive, Concord, CA 94520;
iSqFt, 4500 Lake Forest Drive, Cincinnati, OH 45242;
McGraw-Hill Construction Dodge, 4300 Beltway Place, Suite 180, Arlington, TX 76018 and at www.construction.com/projectcenter/;
Peninsula Builders Exchange, 735 Industrial Way, San Carlos, CA 94070;
Placer County Contractors Association, 10656 Industrial Ave., Ste 160, Roseville, CA 95678;
Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092;
Sacramento Builders Exchange, 1331 "T" Street, Sacramento, CA 95814;
Sacramento Builders Exchange, 151 N. Sunrise Avenue #511, Roseville, CA 95661;
San Francisco Builders Exchange, 850 South Van Ness Avenue, San Francisco, CA 94110;
Stockton Builders Exchange, 7500 Northwest Lane, Stockton, CA 95210.

13. **PROCUREMENT OF BIDDING DOCUMENTS.**

Bidding Documents may be viewed at no cost or purchased for a **NON-REFUNDABLE FEE** of **Fifty-one Dollars ($51.00)** via the internet at www.printscharlesrepro.com (PLAN VAULT). Bidding Documents may also be purchased by calling Prints Charles Reprographics at 1+(408) 240-3330. Please make checks payable to Prints Charles Reprographics **not** the City of Santa Clara. Bidders requesting that Bidding Documents be **mailed/shipped** to them will be charged the full costs of shipping. Bidding Documents and Plan Holder lists may also be viewed at the web site noted above.

Addenda, if any, will be provided free of charge to all registered plan holders, and to all Builders Exchanges listed above.

The successful bidder will be provided with up to three (3) complete sets of Plans and Specifications, for construction use, after the award of Contract. The successful bidder will be responsible for all costs for additional sets for its firm and its subcontractors, beyond those provided by the City.

14. BID PREPARATION COST. Bidders are solely responsible for the cost of preparing their Bids.

15. RESERVATION OF RIGHTS. City specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.

City of Santa Clara, Santa Clara, California.

By: _____ Date _____, 201__
ROD DIRIDON, JR.
City Clerk

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DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

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

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT INVITATION NO. CE 13-14-04

1. **RECEIPT OF BIDS.** The City will only receive sealed Bids from Bidders at the Office of the City Clerk, 1500 Warburton Avenue, Santa Clara, CA 95050, on TBD. City will receive Bids in two parts, "Envelope A" and "Envelope B", each containing the items described in Document 00250, Bid Contents, Evaluation, Selection, and Award. Envelope A and Envelope B shall be due by 3:00 p.m., as determined by the atomic clock above the help window of the City Clerk's Office and the City Clerk. City will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with Document 00250, Bid Contents, Evaluation, Selection, and Award. Only Envelope A will be publicly opened, and the Bid amount read aloud immediately following the closing date and time.

2. **CONTACT INFORMATION.**

Project Engineer:	Jing Deng
Email:	JDeng@santaclaraca.gov
Telephone:	1+(408) 615-3012
Fax:	1+(408) 985-7936
Mailing address:	City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050

3. **BID SUBMISSION.** Each Bidder shall submit its Bid in two separate opaque sealed 10" x 13" envelopes containing forms listed in Document 00250, Bid Contents, Evaluation, Selection, and Award, and in the manner described in Document 00250. Each Bidder should mark its Bid envelopes as BID FOR THE CITY, CONTRACT NUMBER CE 13-14-04, SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT, Envelope "A" or "Envelope "B," as appropriate. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City made as part of Bid evaluation process after submission of Bid. Bidder's failure to submit all required documents strictly as required entitles City to reject the Bid as non-responsive.

4. **REQUIRED BID.** All Bidders must submit Bids on Document 00400, Bid. City may reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. City reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. City reserves the right to reject any Bid not clearly written.

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

   The City may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of ninety (90) days after award or full execution of the Contract, whichever first occurs. The City may award the Contract to the next Apparent Low Bidder if the Apparent Low Bidder is determined non-responsive or non-responsible, or fails to execute the Contract and provide the required bonds, guarantees, insurance policy verifications and endorsements and other documents within the required time periods. Upon full execution of the Contract, the City will return to the respective unsuccessful Bidders all Bid securities and Bid bonds.

6. **REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information on all Subcontractors in Document 00430, Subcontractors List, for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

7. **REQUIRED STATEMENT OF QUALIFICATIONS.** In order for a Bidder to be eligible to Bid on this Contract, it must submit a Statement of Qualifications responsive to the requirements identified in Document 00450, Statement of Qualification for Construction Work ("SOQ"), including without limitation qualification information for Subcontractors and schedulers, if any.

   Each Bidder shall submit its SOQ as part of Envelope B as provided in Paragraph 1 above and paragraph 6 of Document 00250, Bid Contents, Evaluation, Selection, and Award, containing all information required by Document 00450, Statement of Qualifications for Construction Work, including without limitation qualification information for subcontractors and schedulers.

   Except as otherwise provided in Document 00250, Bid Contents, Evaluation, Selection, and Award, City will make final determinations regarding Bidder responsibility based solely upon the SOQ submitted as part of Envelope "B" on Bid day. Information in the SOQ shall be current.

8. **PRE-BID CONFERENCE AND SITE VISIT.** City will not conduct a Pre-Bid Conference and Site Visit for this project. Bidders are strongly encouraged to visit the sites.

   Any Bidder wishing to investigate subsurface conditions at the Site must schedule such a visit with the City in accordance with this Document 00200, Instructions to Bidders, and Document 00700, General Conditions.

   City reserves the right to schedule and organize the Site Visit to minimize disruption to existing facilities and congestion. Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, tests, or studies at this Site, shall schedule such examinations with the City by giving the City at least seven (7) days written notice.

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Additionally, any such Bidder must deliver an executed Document 00210, Indemnity and Release Agreement, and provide an insurance certificate as described therein by noon of the Day prior to the its examination. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00210, Indemnity and Release Agreement, or an insurance certificate.

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

9. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520, Agreement. Submission of Bid shall constitute Bidder's express representation to the City that Bidder has fully completed these tasks.

10. **EXISTING DRAWINGS AND GEOTECHNICAL DATA.** Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) by giving City reasonable advance notice, as well as applicable environmental assessment information regarding the Project. Document 00320, Geotechnical Data and Existing Conditions, applies to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground. City will make copies available for a fee. A Bidder must give two (2) days advanced notice if copies are desired.

11. **ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to City (Attention: Project Engineer) in writing. Interpretations or clarifications considered necessary by City in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by City as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address or fax number supplied to City by Bidder. City may not answer questions received less than ten (10) Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

    A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.

    B. No Addenda will be issued within forty-eight (48) hours of the opening of Bids, unless the addenda includes postponing the scheduled Bid opening date.

    C. Addenda shall be acknowledged by number with signature in Document 00400, Bid, and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City.

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12. **SUBSTITUTIONS.** Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.

    A. Except as provided in paragraph 12.C below, City will consider substitution requests only from Bidders for "or equal" items. Bidders wanting to use "or equal" item(s) may submit Document 00660, Substitution Request, no later than fourteen (14) Days prior to the due date for City receiving Bids. After said date, the City will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660, Substitution Request, and set forth in Section 01600, Product Requirements. Insufficient information will be grounds for rejection the of "or equal" substitution request. City shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an "or equal" item. City's decision shall be conclusive on all Bidders.

    B. Approved "or equal" substitutions shall be listed in Addenda and become part of the Contract Documents.

    C. Substitutions may be requested after Award of Contract only in accordance with requirements specified in Section 01600, Product Requirements.

    D. 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.

13. **WAGE RATES – Prevailing Wages Requirements.** The Contractor shall pay prevailing wages to any worker(s) employed by the Contractor or any of its subcontractors under this Contract. The term "worker" is defined under California Labor Code Sections 1723 and 1772. A prevailing wage is the basic hourly rate the majority of workers in a particular craft or classification earn. The prevailing wage also is based on the locality and nearest labor market. The California Department of Industrial Relations annually determines prevailing wage for various crafts, job classifications and job types. The general prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform the Work required under this Contract, as determined by the State of California Department of Industrial Relations (the "DIR"), are available from the Division of Labor Standards, 455 Golden Gate Avenue, San Francisco, CA 94102 (P.O. Box 420603, San Francisco, CA 94142-0603) or on the DIR website at www.dir.ca.gov/dlsr. Also, Contractor shall post the applicable prevailing wage rates at the Site and ensure they are on file in the City Clerk's Office.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

15. **BID OPENING.** City will open all Bidders' Envelopes "A," on the date and time specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open Envelopes "B" publicly. Except for the Apparent Low Bidder's Envelope "B" (or as otherwise provided in this Document 00200), all other Envelopes "B" will remain unopened.

16. **DETERMINATION OF APPARENT LOW BIDDER (Envelope "A").** Apparent Low Bid will be based solely on the total amount of all Bid items (including any Alternates and any items subject to revocation). The bids will be opened and the apparent low bidder announced following the opening of all Bids.

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

A. City will open Apparent Low Bidder's Envelope "B" and check its contents for compliance with this paragraph 17. City will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

B. If any Apparent Low Bidder is determined to be non-responsive or non-responsible, City may open the next Apparent Low Bidder's Envelope "B" pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder. City shall use reasonable efforts to make the responsive responsible Apparent Low Bidder's Envelope "B" public on the fifth (5th) Day following opening of the Bidders' Envelope "A"s, subject to paragraph 25 below.

C. Document 00450, Statement of Qualifications for Construction Work, sets forth certain minimum criteria for a Bidder to be found responsible. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:

1) Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.

2) Ability to secure, in accordance with the Contract Documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.

3) Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.

4) Projects Public Experience. Evidence that Bidder and its team, including without limitation its Subcontractors (hereafter, including Bidder if Bidder performs such Work itself, "designated Subcontractor(s)"), have the human and physical resources of sufficient quantity and quality to perform the Work under Contract Documents in a timely and Specification-compliant manner, to include:

a) Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.

b) Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder or any designated Subcontractor(s).

c) Sufficiency of proposed quality assurance plan to meet the requirements of the Contract Documents.

d) Bidder's safety record.

e) Minimum experience requirements of the prime contractor including the completion of projects specified in Document 00450, Statement of Qualifications for Construction Work.

f) A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.

g) Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract Documents. Minimum experience requirements of Key Personnel including the completion of projects of similar nature and complexity and having of experience on projects of similar nature and complexity.

h) Bidder shall expressly indicate which, if any, of the foregoing designated Subcontractor(s)' functions it will perform itself.

5) The following are minimum requirements for the designated Subcontractor(s) to be found responsible to perform the Work. (Unless the designated Subcontractor(s) is found responsible, Bidder will be found non-responsible.)

a) Evidence that Bidder's named Subcontractor has the human and physical resources of sufficient quantity and quality to perform those aspects of the Contract in a timely and Specification-compliant manner, to include:

b) Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.

c) A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.

d) Installation of projects similar in nature and complexity to this Project as specified in Document 00450, Statement of Qualifications for Construction Work.

e) The installation supervisor shall have worked in a similar capacity on projects similar in nature and complexity to this Project per Document 00450, Statement of Qualifications for Construction Work.

18. **BID EVALUATION.** Bids shall remain open for sixty (60) Days following the opening of Bids. Bids may remain open for a longer period of time, if mutually agreed by the City and the apparent low Bidder. City may reject any or all Bids and waive any informalities or minor irregularities in the Bids. City also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items.

A. In evaluating Bids, City will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in Document 00400, Bid, or prior to the Notice of Award.

B. City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. City shall have the right to consider information provided by sources other than Bidder. City shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

D. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the City to increase or diminish the amount of work under any classification as advantages to design or construction needs require.

E. City may determine whether a Bidder is qualified in its sole discretionary judgment.

19. **AWARD.** If the Contract is to be awarded, it will be awarded to the lowest responsible and responsive Bidder. Following completion of all required City procedures and receipt of all City approvals, City will issue Document 00510, Notice of Award to successful Bidder.

20. **BID PROTEST.** Any Bid protest must be submitted in writing to the City Clerk's Office (Attention: Project Engineer), before 3:30 p.m. on the first (1st) Working Day after the fourth (4th) Day following the opening of Bids.

A. The initial protest document must contain a complete statement of the basis for the protest.

B. The protest must refer to the specific portion of the document that forms the basis for the protest.

C. The protest must include the name, address, and telephone number of the person representing the protesting party.

D. Only Bidders who the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City may open and evaluate information contained in any protesting Bidder's Envelope "B", and conduct the same investigation and evaluation as City is entitled to take regarding an Apparent Low Bidder. Any such opened Envelope "B" shall also be subject to all provisions of paragraph 25.

E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

1) The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

21. **POST-NOTICE OF AWARD REQUIREMENTS.** After Notice of Award, the successful Bidder must execute and submit the documents indicated in Document 00510, Notice of Award.

A. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. City may elect to extend the time to receive faithful performance and labor and material payment bonds.

B. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles City to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.

22. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder to whom Contract is awarded shall, within the period described in Document 00510, Notice of Award, fails or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages. In addition, upon such failure City may determine the next Apparent Low Bidder and proceed accordingly.

23. **MODIFICATION OF COMMENCEMENT OF WORK.** City expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

24. **WITHDRAWAL OF BIDS.** Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with the City at the City's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the City to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

25. **PUBLIC RECORDS ACT REQUESTS.**

A. Per the Public Records Act, City will make available to the public Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, City will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to the SOQ). Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

B. Upon a request for records regarding this Bid, City will notify Bidder involved within ten (10) Days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests City to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend City's refusal to produce the information in all forums; otherwise, City will make such information available to the extent required by applicable law, without restriction.

C. Information disclosed in the SOQ (if Envelope "B" is opened) and the attendant submissions are the property of City unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

26. **CONFORMED CONSTRUCTION DOCUMENTS.** Following Award of Contract, City may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.

27. **DEFINITIONS.** All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00050, References and Definitions.

END OF DOCUMENT

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DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Date _____, 201___

POTENTIAL BIDDER: _____

CITY: THE CITY OF SANTA CLARA, CALIFORNIA

SITE: [_____], Santa Clara, California

PROJECT: SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) (CE 13-14-04)

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

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

2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

   > A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00320, Geotechnical Data and Existing Conditions.

4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700, General Conditions, and Document 00810, Insurance Requirements.

[Paragraph 5 and Signatures Follow on Next Page]

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5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 00520, Agreement), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

_____
Name of Bidder

By: _____
Signature

By: _____
Signature

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

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

END OF DOCUMENT

DOCUMENT 00250

BID CONTENTS, EVALUATION, SELECTION, AND AWARD

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

CITY OF SANTA CLARA
SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION
(BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT

2. All abbreviations and definitions of terms used herein are defined in Document 00050, References and Definitions.

3. Bidders shall submit Bids in two (2) separate sealed Envelopes marked "Envelope A" and "Envelope B."

4. At the designated time of Bid opening, City will open the Envelope A submitted by each Bidder, initially evaluate it for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open the Envelope B submitted by each Bidder publicly, and except for the Apparent Low Bidder's Envelope B (or as otherwise provided in this Document 00250), they will remain unopened.

5. CONTENTS OF ENVELOPE A - BID PRICE (Checklist). Envelope A shall include:

5.1 ☐ Document 00400, Bid.

5.2 ☐ Document 00411, Bidder's Bond. Bid Security supplied in accordance with Document 00200, Instructions to Bidders.

5.3 ☐ Document 00420, Bidder Registration and Safety Experience.

5.4 ☐ Document 00421, Declaration of Contractor's License Status.

5.5 ☐ Document 00430, Subcontractors List.

5.6 ☐ Document 00435, Principals Interested in this Bid.

5.7 ☐ Document 00440, Affidavit of Compliance With Ethical Standards for Contractors.

5.8 ☐ ~~Document 00460, Schedule of Major Equipment and Material Suppliers.~~**(NOT USED)**

5.9 ☐ Document 00481, Non-Collusion Affidavit.

5.10 ☐ Document 00482, Bidder Certifications.

5.11 ☐ Document 00654, Worker's Compensation Insurance Statement.

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5.12 ☐ Document 00920, Federal Requirements. The The following federal documents will need to be completed, where applicable, and acknowledged (signed and dated), by bidder:

a. Equal Employment Opportunity Certification
b. Noncollusion Affidavit
c. Debarment and Suspension Certification
d. Nonlobbying Certification for Federal-Aid Contracts
e. Disclosure of Lobbying Activities
f. Exhibit 12-B, Bidder's List of Subcontractors (DBE and Non-DBE)
g. Exhibit 15-G, Local Agency Bidder-DBE Commitment (Construction Contracts)
h. Exhibit 15-H, DBE Information – Good Faith Efforts

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

6.1 ☐ Document 00450, Statement of Qualifications for Construction Work.

7. DETERMINATION OF APPARENT LOW BIDDER. City will determine the Apparent Low Bidder in accordance with the methodology described in Paragraph 18 of Document 00200, Instructions to Bidders.

8. EVALUATION OF BIDDER RESPONSIBILITY (ENVELOPE B)

8.1 City will open Apparent Low Bidder's Envelope B and check its contents for compliance with Paragraph 6 above and this Paragraph 8. City will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing within 2 business days, with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

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

END OF DOCUMENT

DOCUMENT 00400

BID

To be submitted as part of Envelope "A" by the time and date specified in Document 00200, Instructions to Bidders, Paragraph 1

CITY OF SANTA CLARA, CALIFORNIA

TO: **CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA**

THIS BID SUBMITTED BY:

_____
(Firm/Company Name)

RE: **CONTRACT NUMBER CE 13-14-04, (SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT)**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Santa Clara, California, a chartered California municipal corporation, in the form included in the Contract Documents, Document 00520, Agreement, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100, Invitation to Bid, and Document 00200, Instructions to Bidders, including without limitation, those dealing with the length of time this Bid remains open and the disposition of Bid security. The Bidder will sign and submit the Agreement, Insurance, Bonds and other documents required by Document 00200, Instructions to Bidders, by the time and in the manner set forth therein.

3. In submitting this Bid, the Bidder represents that:

   (a) Bidder has examined all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

[Attach additional pages if necessary]

   (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the Project and the Site, as set forth in Document 00520, Agreement.

(c) Bidder has received and examined copies of the following technical specifications on City-provided, Contractor-installed equipment: **None**

(d) Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, record documents and actual conditions; and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices, and Alternates, must be filled in completely. Bid items are described in the Special Provisions. Quote in figures only, unless words are specifically requested.

Base Bid Items

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Mobilization	1	LS		$
2.	Construction Area Signs & Traffic Control	1	LS		$
3.	Adjust Manhole Cover to Grade	40	EA		$
4.	Adjust Valve Box Cover to Grade	34	EA		$
5.	Adjust Monument Box to Grade	19	EA		$
6.	Grind/remove Existing Asphalt Pavement (3" deep)	27,725	SY		$
7.	Grind/remove Existing Asphalt Pavement (5" deep)	12,000	SY		$
8.	Asphalt Grinding at Conformed Areas (2" deep)	1,545	SY		$
9.	Asphalt Failure Repair (Deeplift/plug areas)	1,216	TONS		$
10.	Asphalt Concrete Leveling Course (1")	2,160	TONS		$
11.	Pavement Reinforcing Grid	39,725	SY		$
12.	Asphaltic Concrete Pavement	5,622	TONS		$
13.	Concrete Valley Gutter	1	LS		$
14.	Concrete Bridge Deck Methacrylate Resin Sealing	6,000	SF		
15.	Traffic Signal Loop Detectors	46	EA		$

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
16.	Thermoplastic Pavement Marking & Striping:				
	a. Detail 9 Lanelines - Broken White	4,440	LF		$
	b. Detail 22 No Passing Zones-- Double Solid Yellow	5,996	LF		$
	c. Detail 27B Right Edgelines - Solid White	4,183	LF		$
	d. Detail 38 Channelizing Lines - Solid White	473	LF		$
	e. Detail 39 Bike Lane Line - Solid White	2,644	LF		$
	f. Detail 39A Bike Lane Intersection Line - Broken	600	LF		$
	g. Controlled Crosswalk and Limit Line - 12" Solid White	2,032	LF		$
	h. Uncontrolled Crosswalk - 24" Solid White	108	LF		$
	i. Uncontrolled Crosswalk - 24" Solid Yellow	124	LF		$
	j. Message: "PED"	4	EA		$
	k. Message: "XING"	8	EA		$
	l. Message: "STOP"	18	EA		$
	m. Message: "AHEAD"	1	EA		$
	n. Message: "SCHOOL"	4	EA		$
	p. Message: "SLOW"	4	EA		$
	q. Message: "KEEP"	2	EA		$
	r. Message: "CLEAR"	2	EA		$
	s. Numeral: "25"	6	EA		$
	t. Numeral: "30"	4	EA		$
	u. Left Turn Arrow - Caltrans Type III	1	EA		$
	v. Left Turn Arrow - Caltrans Type IV	8	EA		$
	w. Right Lane Drop Arrow - Caltrans Type VI	3	EA		$
	x. Bike Lane Arrow	12	EA		$
	y. Bike Lane Symbol	12	EA		$
	z. Bike Loop Detector Symbol	7	EA		$

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
17.	Raised Retroreflective/Non-reflective Pavement Markers:				
	a. One-way Clear Retroreflective Markers -	215	EA		$
	b. Two-way Yellow Retroreflective Markers -	750	EA		$
	c. Blue Retroreflective Markers - for Fire Hydrants	12	EA		$
		TOTAL BASE BID PRICE			$

Total Base Bid Price: _____
(in Words)

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430, Subcontractors List Form.

6. The undersigned Bidder understands that City reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in documents referenced in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the 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 at the address set forth below.

9. The undersigned Bidder herewith encloses a certified check or cashier's 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 the amount of ten percent (10%) of Total Bid Price, and made payable to 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.

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12. The names of all persons interested in the foregoing Bid as principals are:

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

NAME OF BIDDER: _____ licensed in accordance with an act for the registration of Contractors, and with license [_____]:
Expiration: _____

_____ _____
Where incorporated, if applicable

_____
Principals

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

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

By:_____
Its:_____
(If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

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

Officers authorized to sign contracts:

_____
_____
_____
_____

Business Address:

_____
_____
_____

Telephone: _____
Fax Number: _____

Date of Bid: _____

END OF DOCUMENT

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DOCUMENT 00411

BIDDER'S BOND

KNOW ALL BY THESE PRESENTS:

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

WHEREAS, the said Principal is submitting a Bid for City Contract Number CE 13-14-04,

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 201_.

(Corporate Seal)

By

_____
Principal

_____
Surety

(Corporate Seal)

By

_____
Attorney in Fact

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

STATE OF CALIFORNIA)
County of _____)

On _____, 201__, before me _____ (here insert name and title of officer) a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
County of _____)

On _____, 201__, before me _____ (here insert name and title of officer) a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF DOCUMENT

DOCUMENT 00420

BIDDER REGISTRATION AND SAFETY EXPERIENCE

1. INSTRUCTIONS

In order to register to undertake work for the City of Santa Clara, Bidder must submit this completed registration form; do not leave blanks.

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Treasury (Fed Tax I.D.) # _____

Full Corporate Name of Company:

_____

Street Address: _____

_____

Mailing Address: _____

_____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership

_____ Non-Profit 501 C3 _____ Corporation

_____ Other (please explain: _____)

2. INSURANCE

A. Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

B. General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

C. Automotive Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

D. Professional Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

E. Environmental Impairment Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

3. SAFETY EXPERIENCE

A. The following statements as to safety experience of Bidder are submitted with Bid, as part thereof, and Bidder guarantees the truthfulness and accuracy of the information.

1. List Bidder's Interstate Experience Modification Rate for the last three years.

   a. 2013: _____
   b. 2012: _____
   c. 2011: _____

2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following:

   a. Number of lost workday cases _____

   b. Number of medical treatment cases _____

   c. Number of fatalities _____

3. Employee hours worked last year _____

4. State the name of Bidder's safety engineer/manager or Site Safety Officer:

   _____

   Attach a resume or outline of this individual's safety and health qualifications and experience.

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE CITY OF SANTA CLARA AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

_____ _____
SIGNATURE DATE

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DOCUMENT 00421

DECLARATION OF CONTRACTOR'S LICENSE STATUS[1]

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

A. The State Contractor's license number for the signatory Contractor is: _____.

B. The license expiration date is: _____.

Executed on _____, 201__ at _____, California.

Contractor shall keep Contractor's license current at all times.

CONTRACTOR

_____
[Contractor's Firm Name – Print or Type]

_____
[Signatory's Name – Print or Type]

_____
[Signature]

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

END OF DOCUMENT

[1] California Business & Professions Code § 7028.15.

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DOCUMENT 00430

SUBCONTRACTORS LIST

Bidder's Name: _____

Bidder submits the following information as to the Subcontractors Bidder intends to employ if awarded the Contract. Include only those Subcontractors proposed to receive more than one half of one percent (0.5%) of the Total Bid Amount.

Full Name of Subcontractor and Location: City and State	Description of Work: Reference To Bid Items	Percentage of Contract Work

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

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DOCUMENT 00435

PRINCIPALS INTERESTED IN THIS BID

THE NAMES OF ALL PERSONS WHO HAVE AN INTEREST IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

(Note: If Bidder is a corporation, list the names of the President, Secretary, Chief Financial Officer, General Manager thereof. If Bidder is a partnership, list the names of all partners comprising the firm. If Bidder is an individual, state first and last name in full.)

Principal's Name:	
Mailing Address:	
Title:	

Principal's Name:	
Mailing Address:	
Title:	

Principal's Name:	
Mailing Address:	
Title:	

Principal's Name:	
Mailing Address:	
Title:	

Note: Additional pages may be created by copying this page and editing the page numbers as necessary.

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DOCUMENT 00440

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS FOR CONTRACTORS CITY OF SANTA CLARA

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

1. I am _____ *[insert title or capacity]* of _____ *[insert entity name]* ("Bidder").

2. I hereby state that I have read and understand the attached Document 00441, Ethical Standards for Contractors. I have examined appropriate business records, and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in Document 00441, Ethical Standards for Contractors. I have authority to make these representations on my own behalf and on behalf of the legal entity herein identified.

3. Neither (a) Bidder nor (b) any individual(s) belonging to a category identified in footnote No. 1 of Document 00441, Ethical Standards for Contractors, has been convicted of any one or more of the crimes identified in Document 00441, Ethical Standards for Contractors, within the past five (5) years.

4. Notwithstanding award of any contract by City or performance thereunder, the City shall have all rights and remedies described in Document 00441, Ethical Standards for Contractors.

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

_____
Corporation, Partnership, etc.

_____
Signature

_____
Title

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

STATE OF CALIFORNIA)
County of _____)

On _____, 201__, before me _____ (here insert name and title of officer) a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF DOCUMENT

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DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

The City of Santa Clara, a chartered municipal corporation of the State of California (hereafter, "City") requires submittals of "Statement of Qualifications" (hereafter, "SOQ") from firms interested in performing the construction work for the SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) (PROJECT) in Santa Clara, California.

1. GENERAL INFORMATION

A. In Document 00100, Notice Inviting Bids, the City of Santa Clara, a chartered municipal corporation of the State of California ("City"), has indicated that it will receive sealed Bids for the Contract for the construction of the Project. The Contract will require Contractor to construct the Project, all in accordance with the scope of Work set forth in the Contract Documents.

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

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

   b. Within the past five (5) years completed three (3) street improvement projects of a similar nature and complexity with a contract dollar amount of at least $1,500,000 each.

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

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

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

2. REQUIRED CONTENTS OF SOQ SUBMISSION

A. Transmittal Letter. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture) and its proposed roles and responsibilities. If a joint venture or partnership is proposed, Bidder shall identify each partner and/or member of the joint venture and their roles and responsibilities.

B. Financial Capacity. Include audited or reviewed financial statements for the three (3) most recently completed fiscal years for Bidder and each member of any proposed joint

venture. Also include audited or reviewed financial statements for the three (3) most recently completed fiscal years for any parent company(ies) of Bidder and each member of any proposed joint venture.

C. Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-VI or better that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00610 (Construction Performance Bond) and 00620 (Construction Labor and Material Payment Bond). Such performance and payment bonds shall be in the minimum penal sums provided therein. Bidder shall include authorization that gives the City the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.

D. Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter(s), having a financial rating from A. M. Best Company of A-VI or better, confirming that the insurer will provide Bidder the required coverages and amounts specified in Document 00820, Insurance Requirements.

E. Human and Physical Resources. Bidder shall identify, describe, and quantify for itself the following technical resources for the construction work:

1. Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand;

2. Description of field organization(s), naming skills and equipment;

3. Description of safety program, quality control procedures, and safety experience; and

4. Evidence of a valid California "A" contractor's license and required licenses of all licensees of persons who are Key Personnel of the Bidder or any designated Subcontractor(s).

F. Completed Questionnaire. Bidder shall include a completed "Statement of Qualification Questionnaire" in the form attached to this Document 00450 as Attachment "A." Bidder shall make sure its answers to the Questionnaire describe for itself, its Key Personnel proposed, and its designated Subcontractor(s), their public works street improvement projects of a value of at least $1,500,000. Add supplementary information if necessary.

G. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder (including, but not limited to, the Project Manager, Site Superintendent, and scheduler), and Bidder's designated Subcontractor(s) performing the work specified in Part D: Experience of Designated Subcontractor(s) of this Document 00450, to include the following:

1. Name and proposed assignment

2. Years of experience;

3. Education - degrees, schools and years obtained;

4. Professional registration(s);

5. Fluency in English (Yes/No);

6. Experience directly related to above proposed assignment;

7. At least two client references, including contact names, addresses and telephone numbers; and

8. Description of projects of a similar nature worked on in the past five years.

H. Litigation History. Description of litigation history for the past ten (10) years, including names of involved parties, nature of dispute, and disposition.

3. GENERAL CONDITIONS

A. General Conditions for Content. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets City's requirements. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

B. Explanations to SOQ. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00450 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00450 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

C. Definitions. Except as set forth herein, all abbreviations and definitions of terms used in this Document 00450 are as set forth in Document 00700 (General Conditions) or Section 00050 (References and Definitions).

[STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE]

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ATTACHMENT "A" -- Statement of Qualification Questionnaire

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

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes _____ No _____

2. Does Bidder have a minimum of $5,000,000 liability insurance coverage? Yes _____ No _____

3. Has Bidder's license been revoked at any time in the last five (5) years? Yes _____ No _____

4. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five (5) years? Yes _____ No _____

5. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five (5) years? Yes _____ No _____

6. Has Bidder attached copies of its reviewed or audited financial statements and accompanying notes for the latest three (3) years? Yes _____ No _____

Bidder will be immediately disqualified if any answer to questions 1, 2 or 6 is No.
Bidder will be immediately disqualified if any answer to questions 3, 4 or 5 is Yes.

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

(Safety)

1. Has Cal/OSHA, Federal OSHA, the EPA or any Air Quality Management District cited Bidder in the past five (5) years?

   Yes _____ No _____ If yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:

   Field Supervisor Weekly ____ Bi-weekly ____ Monthly ____ Less than monthly ____

   Employees Weekly ____ Bi-weekly ____ Monthly ____ Less than monthly ____

   New Hires Weekly ____ Bi-weekly ____ Monthly ____ Less than monthly ____

   Subcontractors Weekly ____ Bi-weekly ____ Monthly ____ Less than monthly ____

3. How often does Bidder conduct documented safety inspections?

   Quarterly ____ Semi-annually ____ Annually ____ Other ____

4. Does Bidder have home office safety representatives who visit/audit the job site?

   Quarterly ____ Semi-annually ____ Annually ____ Other ____

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

(Prevailing Wage Provisions)

6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.

   Yes_____ No_____

(License Provisions)

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

   Yes_____ No_____ Reason:_____

   _____

   _____

   _____

(Disputes)

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

(Bonding)

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

   Name of bonding company/surety: _____

   Name of Surety Agent: _____

   Surety Agent address: _____

   Surety Agent phone number: _____

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

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

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

   What is Bidder's total bonding capacity? _____

   What percentage rate does Bidder pay for bonds? _____

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PART C: EXPERIENCE OF PRIME CONTRACTOR

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

Prime Contractor. List three (3) street improvement projects with a construction cost of at least $1,500,000 each completed in the past five (5) years and indicate who were the superintendent and scheduler.

Project name	Construction Cost ($)	Year completed	Name of Project Manager	Name of Project Site Superintendent

List Key Personnel that will be assigned to the Work:

Project Manager: _____

Project Site Superintendent: _____

Recent Projects.

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

1. Project Name: _____

   Location: _____

   Owner: _____

   Owner Contact (name and phone number): _____

   Architect/Engineer: _____

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

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

   Description of Project, Scope of Work Performed: _____

   _____

   Total Construction Cost: _____

   Total Change Order Amount: _____

   Original Scheduled Date of Completion: _____

   Time Extensions Granted (number of Days): _____

   Actual Date of Completion: _____

   Number of Stop Notices filed by subcontractors or suppliers: _____

2. Project Name: _____

   Location: _____

   Owner: _____

   Owner Contact (name and phone number): _____

   Architect/Engineer: _____

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

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

   Description of Project, Scope of Work Performed: _____

   _____

   Total Construction Cost: _____

   Total Change Order Amount: _____

   Original Scheduled Date of Completion: _____

   Time Extensions Granted (number of Days): _____

   Actual Date of Completion: _____

   Number of Stop Notices filed by subcontractors or suppliers: _____

3. Project Name: _____

   Location: _____

   Owner: _____

   Owner Contact (name and phone number): _____

   Architect/Engineer: _____

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

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

   Description of Project, Scope of Work Performed: _____

   _____

   Total Construction Cost: _____

   Total Change Order Amount: _____

   Original Scheduled Date of Completion: _____

   Time Extensions Granted (number of Days): _____

   Actual Date of Completion: _____

   Number of Stop Notices filed by subcontractors or suppliers: _____

PART D: EXPERIENCE OF DESIGNATED SUBCONTRACTOR(S)

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

[Trade or Specialty] Subcontractor: List 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 Manager	Name of Project Site Superintendent

List Key Personnel that will be assigned to the Work:

Project Manager: _____

Project Site Superintendent: _____

Recent Projects.

Provide information about three (3) most recently completed projects for each of the designated Subcontractor(s). Names and references must be current and verifiable. Use additional sheets if necessary. If separate sheets are used, they must contain all of the following information for each of the designated Subcontractor(s):

1. Project Name: _____

   Location: _____

   Owner: _____

   Owner Contact (name and phone number): _____

   Architect/Engineer: _____

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

   Prime Contractor: _____

   Prime Contractor Contact (name and phone number): _____

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

   Description of Project, Scope of Work Performed: _____

   _____

   Value of Construction Contract: _____

   Value of Change Orders: _____

   Original Scheduled Date of Completion: _____

   Time Extensions Granted (number of Days): _____

   Actual Date of Completion: _____

   Number of Stop Notices filed by subcontractors or suppliers: _____

2. Project Name: _____

   Location: _____

   Owner: _____

   Owner Contact (name and phone number): _____

   Architect/Engineer: _____

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

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

   Prime Contractor: _____

   Prime Contractor Contact (name and phone number): _____

   Description of Project, Scope of Work Performed: _____

   _____

   Value of Construction Contract: _____

   Value of Change Orders: _____

   Original Scheduled Date of Completion: _____

   Time Extensions Granted (number of Days): _____

   Actual Date of Completion: _____

   Number of Stop Notices filed by subcontractors or suppliers: _____

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 _____

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

   Agency Name: _____

   Contact Name: _____

   Phone Number: _____

   Carrier: _____ A.M. Best Rating _____

   Carrier: _____ A.M. Best Rating _____

   Carrier: _____ A.M. Best Rating _____

3. Has Bidder ever had insurance terminated by a carrier? Yes _____ No _____
   If yes, explain on separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

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

_____
SIGNATURE

_____
TITLE

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DOCUMENT 00460

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

(NOT USED)

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DOCUMENT 00481

NON-COLLUSION AFFIDAVIT
PUBLIC CONTRACT CODE §7106

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____[city], _____[state].

_____
(Name of Bidder)

_____
(Signature of Principal)

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

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

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

[Notarization Follows on Next Page]

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STATE OF CALIFORNIA)
County of _____)

On _____, 201__, before me _____ (here insert name and title of officer) a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF DOCUMENT

DOCUMENT 00482

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to the City of Santa Clara, a chartered California municipal corporation, acting by and through its City Council, as set forth in Sections 1 through 5 below.

1. CERTIFICATE OF NON-DISCRIMINATION

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one (1) final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two (2) years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. PREVIOUS DISQUALIFICATIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

4. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

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5. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, of the Labor Code. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

Bidder: _____

Type of Entity: _____

By: _____

(Authorized signature on behalf of Contractor)

Name: _____

Title: _____

Local Address: _____

_____

_____

Telephone ( ) _____

Fax: ( ) _____

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

END OF DOCUMENT

DOCUMENT 00490

ADDENDA
(Sample)

City of Santa Clara
Engineering Department

Addendum Number: [___]

**Project: SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION
(BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET)**

Invitation Number: CE 13-14-04
Date: _____, 201__
Bid Date: _____, 201__
Bid Opening: 3:00 P.M.

TO ALL BIDDERS:
The following changes, deletions, additions, and/or clarifications shall be made to the drawings and specifications for the work of the above Project:

SPECIFICATIONS:

DRAWINGS:

This addendum is part of the Contract Documents and in case of conflict among drawings, specifications, and this addendum, the addendum shall govern.

Bidders shall acknowledge receipt of this addendum by inserting the addendum number and date and signing where indicated on DOCUMENT 00400, BID. Failure to do so may subject bidder to disqualification based upon a non-responsive bid.

Issued by the City of Santa Clara

_____
Rajeev Batra
Director of Public Works/City Engineer

END OF DOCUMENT

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DOCUMENT 00510

NOTICE OF AWARD

_____, 201__

DELIVERY VIA:

- ☐ Regular U.S. Mail
- ☐ Express U.S. Mail
- ☐ Overnight Carriers, (FedEx, UPS, DHL etc.)
- ☐ Facsimile @ Fax No. (___)_____-_____and/or
- ☐ Electronic Mail

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

ATTENTION: _____

CONTRACT REFERENCE: City of Santa Clara Contract No. CE 13-14-04

PROJECT REFERENCE: SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET)

Congratulations, the intent of this letter is to inform you that the bid you submitted to the City of Santa Clara on TBD for the above referenced public works contract ("Contract"), has been received and reviewed by City staff and your firm has been determined to be the lowest responsible and responsive bidder. Based on your bid and City staff recommendation, the Santa Clara City Council awarded the Contract to your firm on _____, 201__ for the construction of the SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT (the "Project"). The Total Contract Price for this Contract is _____ thousand, _____ hundred, _____ dollars and _____ cents ($_____.00).

However, before the City can execute this Contract and issue a Notice to Proceed to you to begin work on the Project, you must deliver the following documents to the Office of the City Clerk at 1500 Warburton Avenue, Santa Clara, CA 95050, within the next fifteen (15) days (on or before 5:00 p.m. on _____, 201__):

1. One (1) complete original of Contract Document 00520, Agreement, having original signature(s) of authorized representatives of your firm on the signature page.

2. One (1) complete original of Contract Document 00610, Construction Performance Bond, indicating that the required bond has been purchased in an amount equal to the Contract price. The bond must be fully executed by both authorized representatives of your firm and your surety. The signature of the surety must be notarized and the notary form attached to Document 00610.

3. One (1) complete original of Contract Document 00620, Construction Labor and Materials Payment Bond, indicating that the required bond has been purchased in amount equal to the Contract price. The bond must be fully executed by both authorized representatives of your firm and your surety. The signature of the surety must be notarized and the notary form attached to Document 00620.

4. One (1) completed original of Contract Document 00630, Guaranty, with original signature(s) of authorized representatives of your firm.

5. One (1) complete copy of all documentary information received or generated by Contractor in preparation of Bid prices for the Contract Documents as set forth in Contract Document 00670, Escrow Bid Documents. (**N/A**)

6. Deliver to the City's insurance compliance contractor, Ebix BPO, all of the required Certificate(s) of Insurance showing proof that all of the required insurance policies, as well as all of the required policy endorsements, have been purchased and properly completed. Also, please provide a written indication that the required insurance company ratings have been met, as set forth in Contract Document 00820, Insurance Requirements. Please forward all insurance compliance information to:

City of Santa Clara Engineering Department
c/o Ebix BPO - Insurance Compliance
P.O. 12010-S2
Hemet, CA 92546-8010
Telephone: (951) 766-2280
Fax: (770) 325-0409

(or for courier delivery):
151 North Lyon Avenue
Hemet, CA 92543-3831

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

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

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

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

Once again, congratulations on being awarded this Contract. We look forward to working with your firm on this Project. If you have any questions regarding this Notice of Award, please contact Jing Deng, in the City Engineering Department at 1+(408) 615-3012.

Sincerely,

_____
Rod Diridon, Jr., City Clerk
City of Santa Clara, California,
a chartered California municipal corporation

END OF DOCUMENT

DOCUMENT 00520

AGREEMENT

City of Santa Clara Contract Number CE 13-14-04
Project Title: SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET)

PREAMBLE

This Agreement ("Agreement") is made and entered into on this_____ day of _____, 201__, (the "Effective Date") by and between _____, a _____ corporation, with its primary business address located at _____ ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The Parties agree as follows:

AGREEMENT PROVISIONS

Article 1. Work

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

Article 2. Agency and Notices to City

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

2.2 City has designated Jim Parissenti or his/her designee to act as Construction Manager. City may assign all or part of the City Representative's rights, responsibilities and duties to Construction Manager. City may change the identity of the Construction Manager at any time with notice and without liability to Contractor.

2.3 City has designated Jing Deng to act as Project Engineer. City may change the identity of the Consulting Engineer(s) at any time with notice and without liability to Contractor.

2.4 All notices or demands to City under the Contract Documents shall be delivered to the City's Representative at 1500 Warburton Avenue, Santa Clara, California 95050, or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contractor shall commence Work at the Site on the date established in Document 00550, Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work due to the need to complete other City provided work at the Site. Contractor shall complete the Work within the following Schedule reflecting the date the Contract Time commences to run as set forth in Document 00550, Notice to Proceed and Document 00700, General Conditions:

3.1.1 The Work shall reach Substantial Completion within sixty (60) Working Days from the date when the Contract Time commences to run.

3.1.2 The Work shall reach Final Completion within seventy (70) Working Days from the date when the Contract Time commences to run.

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss in the form of lost revenues, contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if all or any part of the Work is not completed within the time specified in paragraph 3.1 above plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 of Document 00700, General Conditions, Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work.

Accordingly, City and Contractor agree that as liquidated damages for delay, Contractor shall pay City:

3.2.1 $1,000 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion, until the Work reaches Substantial Completion.

3.2.2 $500 for each Day that expires after the time specified herein for Contractor to achieve Final Completion, until the Work reaches Final Completion.

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

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Total Contract Price

4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as shown on the Contractor's Bid, Document 00400, incorporated by this reference.

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4.2 The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

Article 5. Contractor's Representations and Warranties

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

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320, Geotechnical Data and Existing Conditions, which may be apparent at the Site, or which may appear in the Drawings and accepts the determination set forth in these documents and Document 00700, General Conditions of the limited extent of the information contained in these documents and materials upon which the Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents, reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700, General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Article 6. Contract Documents

6.1 Contract Documents, which comprise the entire agreement between the City and Contractor concerning the Work, consist of the following documents, including all changes, Addenda and Modifications thereto:

CONTRACT DOCUMENTS

Division 0 - GENERAL PROVISIONS.
Division 1 - GENERAL REQUIREMENTS.
Division 2 - TECHNICAL PROVISIONS.
Division 3 and above - SPECIAL PROVISIONS.
Plans

6.2 There are no Contract Documents other than those listed above in this Article 6. The information supplied under Document 00320, Geotechnical Data and Existing Conditions, is not part of the Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700, General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement are defined in Document 00700, General Conditions and Section 00050, References and Definitions, and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of City or acting as an employee, agent or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 et seq.

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

7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 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 are on file in the City Clerk'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.

7.7 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).

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7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

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

Approved as to form:

_____
RICHARD E. NOSKY, JR.
City Attorney

_____
Julio J. Fuentes
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-2210
Fax: 1+(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 00550

NOTICE TO PROCEED

Date: _____, 201__

Name
Company
Address
City, State Zip

Re: NOTICE TO PROCEED - SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT
CE 13-14-04

Dear _____:

In accordance with Paragraph 3 of Document 00700, General Conditions, this letter is your NOTICE TO PROCEED with the Work for the referenced Project.

Time will be charged on the Project beginning _____, 201__. Document 00520 provides sixty (60) Working Days to achieve Substantial Completion and seventy (70) Working Days to achieve Final Completion. The calculated date of Substantial Completion is _____, 201__ and the calculated date of Final Completion is _____, 201__. Should the Work not be completed on time, liquidated damages are to be charged at the rate of $1,000 per Day up to Substantial Completion and $500 per Day up to Final Completion.

The City is interested in having a good working relationship with you and delivering a successful Project. If you need any assistance, please call me at 1+(408) 615-3061.

Sincerely,

Rajeev Batra
Director of Public Works / City Engineer

James Parissenti
Principal Engineer – Field Services

RB:JP:___

cc: _____, PWI

END OF DOCUMENT

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DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

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

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

THE SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT

City Contract Number: CE 13-14-04

In the Amount of $ _____ (Referred to as the "Total Contract Price")

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

CONTRACTOR AS PRINCIPAL:	**SURETY:**
Name: _____	Name: _____
Principal Place of Business:	Principal Place of Business:
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
	(Please Note: Surety signature must be notarized)
(Please Apply Corporate Seal Here)	(Please Apply Corporate Seal Here)

Approved as to Form:

_____ Date: _____, 201__

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:

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

   3.2 City has agreed to pay the Balance of the Contract Price:

      3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

      3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When City has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:

   4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City's consent; or

   4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Price, then Surety shall pay to City the amount of such excess; or

   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Price. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

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

   6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;

   6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).

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

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.

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

12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700, General Conditions.

12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

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

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

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

END OF DOCUMENT

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

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

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

THE SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT

City Contract Number: CE 13-14-04

In the Amount of $ _____ (Referred to as the "Contract Price")

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

CONTRACTOR AS PRINCIPAL:

Name: _____

Principal Place of Business:

Address: _____

City/State/Zip: _____

Signature: _____

Name: _____

Title: _____

(Please Apply Corporate Seal Here)

SURETY:

Name: _____

Principal Place of Business:

Address: _____

City/State/Zip: _____

Signature: _____

Name: _____

Title: _____

(Please Note: Surety signature must be notarized)

(Please Apply Corporate Seal Here)

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:

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

   2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction 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.

6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.

7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq*. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. Definitions.

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

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

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

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

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

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

END OF DOCUMENT

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DOCUMENT 00630

GUARANTY

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

THE SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT

SANTA CLARA, CALIFORNIA

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

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

3. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified in the Contract Documents, from the date of Final Completion.

4. If within one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

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

6. All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 00050, References and Definitions.

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

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

By: _____ _____
(Signature of Person authorized to sign on behalf of Contractor) Date

_____
(Please Print or Type Name)

_____
Title

Local Address: _____

_____

_____

Telephone: (_____) _____-_____

Fax: (_____) _____-_____

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), is made and entered into on this _____ day of _____, 201__, (the "Effective Date"), by and between the City of Santa Clara, California, a chartered California municipal corporation, whose primary place of business is located at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City"), and *[insert Consultant's name], a *[choose one: corporation/partnership/individual], whose primary place of business is located at *[insert Consultant's address] ("Contractor"). City and Contractor may be referred to in this Agreement and Release individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement and Release."

RECITALS

A. City and Contractor entered into Contract Number CE 13-14-04 (the "Contract").

B. The Work under the Contract has been completed.

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

AGREEMENT

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

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

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

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

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

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 and all City Representatives, Engineers, agents, employees, consultants, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00650.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of City shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

"Contractor"

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Local Address: _____
_____

Telephone: (____) ____ – _____
Fax: (____) ____ – _____

"City"

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

Approved as to form:

_____
RICHARD E. NOSKY, JR.
City Attorney

_____
JULIO J. FUENTES
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-2210
Fax: 1+(408) 241-0347

Attest:

_____
ROD DIRIDON, JR.
City Clerk

Date: _____, 201__

END OF DOCUMENT

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DOCUMENT 00654

WORKERS' COMPENSATION INSURANCE STATEMENT

TO: The City of Santa Clara, California, 1500 Warburton Avenue, Santa Clara, CA 95050

Contractor hereby states the following:

1. California Labor Code Section 1861
   Certification by Contractor regarding Workers' Compensation Insurance Requirements

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

2. California Labor Code Section 3800
   Declaration verifying Workers' Compensation Insurance Coverage

   In the event the Contractor is determined to be the lowest responsible and responsive bidder and is awarded this Contract by the City, Contractor shall verify under penalty of perjury, and provide evidence or confirmation of the existence and status of its Workers' Compensation Insurance Policy. Such information shall be provided by the Contractor in a form acceptable to the City Attorney or the City's insurance compliance representatives within the time period specified in Document 00510, Notice of Award, and shall include, but not be limited to, evidence or confirmation of the following:

   a. The Contractor has purchased and is maintaining a valid Workers' Compensation Insurance Policy in a form approved by the California Insurance Commissioner, and that said Workers' Compensation Insurance Policy is in full force and effect on behalf of the Contractor;

   b. The full deposit premium on the policy has been paid;

   c. The coverage afforded to the Contractor under its Workers' Compensation Insurance Policy is in accordance with the Workers' Compensation Law of California and complies with California statutory limits;

   d. Verification of the expiration date of the Contractor's Workers' Compensation Insurance Policy;

   e. Advance written notice shall be given to the City in the event of cancellation of the policy. The undersigned shall provide such notice to the City of Santa Clara, within the time period specified in Document 00820, Insurance Requirements; and

///

///

///

///

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

Contractor: _____
Contractor's Signature
Note: Signature of the Contractor must be notarized

By: _____
Print/Type Name of Signatory

Its: _____
Title of Signatory

Signed this _____ day of _____, 201__.

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST

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

Project: SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION
(BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET)

Bidder/Contractor:_____
[note applicable]

Subcontractor/Supplier:_____

Drawing Sheet Reference/Detail No:_____

The undersigned Bidder submits for consideration the following item(s) instead of the specified item for the above project:

Section	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 Section 01600, Product Requirements. However, If this Document 00660 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 1600, Product Requirements.

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

A. Does the substitution affect dimensions shown on Drawings?

_____

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

_____

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

_____

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

_____

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

_____

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

Submitted by:

_____
Bidder/Contractor
[note applicable]

_____
Signature

_____
Name

_____
Address

_____
City/State/Zip

Telephone: _____

Date: _____, 201___

For Use by City or Design Consultant:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____ Received Too Late

By: _____

Date: _____

Remarks: _____

_____

_____

_____

END OF DOCUMENT

DOCUMENT 00680

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

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

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

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to Contract Number CE 13-14-04 entered into between City and Contractor for the SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET) PROJECT in the amount of **[_____]** dated **[_____, 201__]** (the "Contract"). Alternatively, on written request of Contractor, City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between City and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.

2. City shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00680.

3. When City makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when City pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City. Such expenses and payment terms shall be determined by City, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to withdrawal of amount sought to be withdrawn by Contractor.

7. City shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.

8. Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from City and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00680 and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective are as follows:

ON BEHALF OF CITY:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

ON BEHALF OF CONTRACTOR:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

ON BEHALF OF ESCROW AGENT:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

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

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

CITY:

_____

_____
Title

_____
Name

_____
Signature

CONTRACTOR:

_____

_____
Title

_____
Name

_____
Signature

ESCROW AGENT:

_____

_____
Title

_____
Name

_____
Signature

REVIEWED AS TO FORM:

_____
City Attorney

_____, 201__
Date

END OF DOCUMENT

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DOCUMENT 00690

PUBLIC WORKS CONTRACT CHANGE ORDER

PUBLIC WORKS CONTRACT CHANGE ORDER NO.

(Per City of Santa Clara Public Works Agreement)

This Change Order is issued after the Effective Date of the Agreement and modifies the terms of the Agreement. It is signed by Contractor, Engineer and Owner and authorizes the addition(s), deletion(s) or revision(s) in the Work described in the Agreement and/or provides for an adjustment in the Contract Price and/or the Contract Times included in the Agreement.

PROJECT NAME: SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION (BENTON STREET, LOS PADRES BOULEVARD, AND LINCOLN STREET)
CITY CONTRACT NO. 13-14-04

OWNER: **CITY OF SANTA CLARA, CALIFORNIA**
ENGINEER:
CONTRACTOR:

Contractor agrees to make the following changes in the Contract Work and/or Contract Times:

Description of Change(s) to be Made:

CHANGE IN CONTRACT PRICE: Net Change This Change Order: $	**CHANGE IN CONTRACT TIMES:** Net Change in Contract Time Per This Change Order:

The Parties to this negotiated Contract modification ("Change Order") acknowledge and agree that this Change Order amends the Contract between the City and Contractor and changes the Contract Documents to adjust the Contract Price, Contract Time, or both. A significant element of the consideration between the Parties which formed the basis for this Change Order is that it includes all of the costs related to the changes in the Scope of Work to be performed by the Contractor. As an integral part of the consideration for this Change Order, any Work performed or to be performed as a result of this Change Order and any direct or indirect costs related to such Work (including, but not limited to, any and all home office overhead, special overhead, delay costs, costs incurred due to lost efficiency or contract delays of any kind) have been included in the Description of Changes to be made, above. The Parties agree that all other terms and conditions included in the Contract Documents and all previous Change Orders which have not been addressed in this Change Order shall remain unchanged and continue in full force and effect. By signing below, Contractor affirms under penalty of perjury under the laws of the State of California that this Change Order is a true and correct claim for necessary additional work, and is not a false claim under Government Code § 12650 et seq.

ENGINEER **Recommended:** By: _____ Engineer (Authorized Signature) Date: _____ **DEPARTMENT HEAD** **Recommended:** By: _____ Date: _____	**CONTRACTOR** **Accepted and Agreed:** By: _____ Contractor (Authorized Signature) Date: _____	**CITY OF SANTA CLARA** **Approved:** By: _____ City Manager Attest: _____ City Clerk Approved as to Form: _____ City Attorney Date: _____ The Effective Date of this Change Order

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DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

1. SUMMARY

This Document 00800 includes requirements that supplement the paragraphs of Document 00700, General Conditions, of the City's Standard Specifications for Public Works Construction.

2. SUPPLEMENTS

A. Supplement to Article 16 (Working Conditions and Prevailing Wages):

1. A new paragraph, reading in full as follows, is hereby added to Sub-section 16.7, "Nondiscrimination":

   "This project is receiving federal funds and will be subject to applicable federal nondiscrimination policies under Section II. "Nondiscrimination," Exhibit 12-G (Required Federal-aid Contract Language) of Document 00920, Federal Requirements, of the Contract Documents."

2. A new paragraph 16.8.E, reading in full as follows, is hereby added to Sub-section 16.8, "Prevailing Wages":

   "16.8.E. This project is receiving federal funds and will be subject to the applicable Davis-Bacon Act Wage Rates. Any reference to wages is intended to refer to the Prevailing Wage Rates as determined by the State of California Department of Industrial Relations (DIR), or the provisions of the Davis-Bacon Act, whichever is applicable.

   The higher wage rate, Prevailing Wage Rates or Davis-Bacon Wage Rates, shall be applicable to this Contract.

   The Davis-Bacon Wage Determination and Prevailing Wage Rates are to be posted in a conspicuous location in the Site.

   See Document 00920, Federal Requirements, for the applicable Davis-Bacon prevailing wages."

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DOCUMENT 00820

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $5,000,000 Each occurrence
   $5,000,000 General Aggregate
   $5,000,000 Products/Completed Operations Aggregate
   $5,000,000 Personal Injury
   $5,000,000 Project Aggregate

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than five million dollars ($5,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

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

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

~~D. POLLUTION LIABILITY~~

~~In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than five million dollars ($5,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Work under this Agreement. Contractor will use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:~~

~~1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.~~

~~2. Products/completed operations coverage shall extend a minimum of 3 years after project completion.~~

~~3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.~~

~~4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.~~

5. ~~Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.~~

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO)

Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);

4. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Document 00820.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.

2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.

3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate in good faith additional compensation proportional to the increased benefit to City.

4. Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.

5. No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.

6. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, <u>except as with respect to limits</u>. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

7. Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.

8. All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.

9. For purposes of applying insurance coverage only, all contracts pertaining to the performance of services will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.

10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.

11. Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.

12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such

provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

13. Contractor agrees to obtain and provide to City evidence of Professional Liability insurance for Architects or Engineers if engaged by Contractor to perform any of the Services required under this Agreement. City shall determine the minimum coverage and policy limits required, after consultation with Contractor.

14. The City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. The Contractor's insurance obligations under this Agreement under may be satisfied in whole or in part by adequately funded self-insurance retention, but only after approval from the City Attorney's Office upon satisfactory evidence of financial capacity.

15. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

I. QUALIFYING INSURERS

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

END OF DOCUMENT

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FEDERAL REQUIREMENTS

I. Exhibit 12-G Required Federal-Aid Contract Language (For Local Assistance Construction Projects)

II. Exhibit 12-H Equal Employment Opportunity Certification

III. Exhibit 12-H Noncollusion Affidavit or equivalent

IV. Exhibit 12-H Debarment and Suspension Certification

V. Exhibit 12-H Nonlobbying Certification for Federal-aid Contracts

VI. Exhibit 12-H Disclosure of Lobbying Activities

VII. Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

VIII. Exhibit 15-H DBE Information – Good Faith Efforts

IX. Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)

X. Federal Wage Rates (Davis-Bacon Prevailing Wage Rates)

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EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the 2010 Caltrans Standard Specifications, Revised Standard Specifications issued by Caltrans Office Engineer, and the Code of Federal Regulations.

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1. *DISADVANTAGED BUSINESS ENTERPRISES (DBE)*

Under 49 CFR 26.13(b):

> The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. *Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)*

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. *Subcontractor and Disadvantaged Business Enterprise Records*

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. *Performance of Disadvantaged Business Enterprises*

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. ***BID OPENING***

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. ***BID RIGGING***

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. ***CONTRACT AWARD***

If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. ***CONTRACTOR LICENSE***

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. ***DIFFERING SITE CONDITIONS***

a. ***Contractor's Notification***

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:

- Contract documents
- Job site examination

2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City/County of _____.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

(Insert amount of Liquidated Damages)

The Contractor shall pay to the City/County of _____ the sum of $ _____ per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

~~(The local agency must include one of the following three provisions to ensure prompt and full payment of any retainage from the prime contractor, or subcontractor, to a subcontractor. Remove or strike out the methods not used.)~~

~~(EITHER)~~

~~No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.~~

~~(OR)~~

~~No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.~~

~~(OR)~~

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS (Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same

prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places

where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6

180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is **zero (0)**.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training

2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ____ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of SANTA CLARA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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 the 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; 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 the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, 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 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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, U.S. 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.

The prospective participant also agrees by submitting his or her bid or proposal 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 subrecipients shall certify and disclose accordingly.

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DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify_____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed DBE Participation $ _____ _____ %

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

_____ Signature of Bidder

_____ Date (Area Code) Tel. No.

_____ Print Name Local Agency Representative _____ Signature _____ Date

_____ Person to Contact (Please Type or Print)

(Area Code) Telephone Number: _____

Local Agency Bidder DBE Commitment (Construction Contracts) (Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers.The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____(City/County of)_____established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____

_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

>

General Decision Number: CA140029 03/07/2014 CA29

Superseded General Decision Number: CA20130029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	01/31/2014
4	03/07/2014

* ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 57.15	18.72
Area 2	$ 44.05	18.62

ASBE0016-004 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging		

and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....$ 31.13 6.95

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 42.06	33.43
Area 2	$ 38.37	31.32

BRCA0003-001 06/01/2011

	Rates	Fringes
MARBLE FINISHER	$ 28.02	12.22

BRCA0003-003 06/01/2011

	Rates	Fringes
MARBLE MASON	$ 39.22	18.68

BRCA0003-005 05/01/2011

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 34.11	19.34
(7) San Francisco, San Mateo	$ 39.85	22.00
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 39.63	19.92
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 35.11	18.99
(16) Monterey, Santa Cruz	$ 35.91	22.42

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER	$ 33.15	13.93
TERRAZZO WORKER/SETTER	$ 39.95	24.39

BRCA0003-011 01/01/2011

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 21.44	12.31
Area 2	$ 21.26	12.44
Area 3	$ 21.01	11.58
Tile Layer		
Area 1	$ 38.61	13.73
Area 2	$ 34.41	13.68
Area 3	$ 29.78	13.10

CARP0022-001 07/01/2012

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 38.65	25.68
Journeyman Carpenter	$ 38.50	25.68
Millwright	$ 38.60	27.27

CARP0034-001 07/01/2013

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 38.60	29.78
Diver standby	$ 43.38	29.78
Diver Tender	$ 42.38	29.78
Diver wet	$ 85.91	29.78
Manifold Operator (mixed gas)	$ 47.38	29.78
Manifold Operator (Standby)	$ 42.38	29.78

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications

within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2013

	Rates	Fringes
Piledriver	$ 38.60	29.78

CARP0035-007 07/01/2012

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 22.61	16.71
Installer II	$ 19.18	16.71
Lead Installer	$ 26.06	17.21
Master Installer	$ 30.28	17.21
Area 2		
Installer I	$ 19.96	16.71
Installer II	$ 17.01	16.71
Lead Installer	$ 22.93	17.21
Master Installer	$ 26.56	17.21
Area 3		
Installer I	$ 19.01	16.71
Installer II	$ 16.24	16.71
Lead Installer	$ 21.81	17.21
Master Installer	$ 25.23	17.21

CARP0035-008 08/01/2013

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 39.35	27.02
Area 2	$ 33.47	27.02
Area 3	$ 33.97	27.02
Area 4	$ 32.62	27.02
Drywall Stocker/Scrapper		
Area 1	$ 19.68	15.65
Area 2	$ 16.74	15.65
Area 3	$ 16.99	15.65

Area 4.....$ 16.31 15.65

CARP0152-001 07/01/2012

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 38.65	25.68
Journeyman Carpenter	$ 38.50	25.68
Millwright	$ 38.60	27.27

CARP0152-002 07/01/2012

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 32.77	25.68
Journeyman Carpenter	$ 32.62	25.68
Millwright	$ 35.12	27.27

CARP0152-004 07/01/2012

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 31.42	25.68
Journeyman Carpenter	$ 31.27	25.68
Millwright	$ 33.77	27.27

CARP0217-001 07/01/2012

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		

Steel Shoring Erector, Saw
Filer.....$ 38.65 25.68
Journeyman Carpenter.....$ 38.50 25.68
Millwright.....$ 38.60 27.27

CARP0405-001 07/01/2012

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 38.65	25.68
Journeyman Carpenter	$ 38.50	25.68
Millwright	$ 38.60	27.27

CARP0405-002 07/01/2012

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 32.77	25.68
Journeyman Carpenter	$ 32.62	25.68
Millwright	$ 35.12	27.27

CARP0505-001 07/01/2012

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 32.77	25.68
Journeyman Carpenter	$ 32.62	25.68
Millwright	$ 35.12	27.27

CARP0605-001 07/01/2012

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68

Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 32.77 25.68
Journeyman Carpenter.....$ 32.62 25.68
Millwright.....$ 35.12 27.27

CARP0701-001 07/01/2012

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 31.42	25.68
Journeyman Carpenter	$ 31.27	25.68
Millwright	$ 33.77	27.27

CARP0713-001 07/01/2012

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 38.65	25.68
Journeyman Carpenter	$ 38.50	25.68
Millwright	$ 38.60	27.27

CARP1109-001 07/01/2012

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 31.42	25.68
Journeyman Carpenter	$ 31.27	25.68
Millwright	$ 33.77	27.27

ELEC0006-001 12/01/2011

ALAMEDA COUNTY

	Rates	Fringes

Sound & Communications
Installer.....$ 30.12 3%+13.70
Technician.....$ 34.29 3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-004 12/01/2012

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 31.12	3%+15.26
Technician	$ 38.78	3%+15.26

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes

ELECTRICIAN.....$ 56.92 25.5145

ELEC0006-008 12/01/2011

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 30.12	3%+13.70
Technician	$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100-002 06/01/2013

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 33.60	19.50

ELEC0100-005 12/01/2013

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 27.34	16.12
Technician	$ 31.13	16.23

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system,

radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 02/25/2013

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 41.50	22.45
Zone B	$ 45.65	22.57

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2013

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 31.32	16.44
Technician	$ 35.66	16.44

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 06/03/2013

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 51.67	25.70
ELECTRICIAN	$ 45.26	25.51

ELEC0302-003 12/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 31.32	16.24
Technician	$ 35.66	16.37

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 12/01/2013

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 60.46	30.844
ELECTRICIAN	$ 52.57	30.607

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2012

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 30.62	15.369
Technician	$ 34.86	15.496

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2013

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 53.04	3%+28.77
ELECTRICIAN	$ 47.15	3%+28.77

ELEC0595-002 06/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 38.25	9.025%+21.74
ELECTRICIAN		
(1) Tunnel work	$ 35.70	9.025%+21.74
(2) All other work	$ 34.00	9.025%+21.74

ELEC0617-001 06/01/2013

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 52.00	26.24

ELEC0617-003 12/01/2012

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 30.62	15.37
Technician	$ 34.86	15.49

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 01/01/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 34.90	3%+18.22

CABLE SPLICER = 110% of Journeyman Electrician

ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 40.17	14.56
(3) Groundman.....	$ 30.73	13.48
(4) Powderman.....	$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 59.19	26.785

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 31.15	27.81
AREA 2:		
(1) Leverman.....	$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate;		

Dredge Tender; Winch
Operator.....$ 36.45 27.81
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 33.15 27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion

Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 07/01/2013

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.02	26.27
GROUP 2	$ 37.49	26.27
GROUP 3	$ 36.01	26.27
GROUP 4	$ 34.63	26.27
GROUP 5	$ 33.36	26.27
GROUP 6	$ 32.04	26.27
GROUP 7	$ 30.90	26.27
GROUP 8	$ 29.76	26.27
GROUP 8-A	$ 27.55	26.27
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 39.90	26.27

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      Oiler.....................$ 32.93            26.27
      Truck crane oiler.........$ 36.50            26.27
     GROUP 2
      Cranes....................$ 32.67            26.27
      Oiler.....................$ 32.67            26.27
      Truck crane oiler.........$ 36.21            26.27
     GROUP 3
      Cranes....................$ 36.40            26.27
      Hydraulic.................$ 32.04            26.27
      Oiler.....................$ 32.43            26.27
      Truck Crane Oiler.........$ 35.94            26.27
OPERATOR:  Power Equipment
(Piledriving - AREA 1:)
     GROUP 1
      Lifting devices...........$ 40.24            26.27
      Oiler.....................$ 30.98            26.27
      Truck crane oiler.........$ 33.26            26.27
     GROUP 2
      Lifting devices...........$ 38.42            26.27
      Oiler.....................$ 30.71            26.27
      Truck Crane Oiler.........$ 33.01            26.27
     GROUP 3
      Lifting devices...........$ 36.74            26.27
      Oiler.....................$ 30.49            26.27
      Truck Crane Oiler.........$ 32.72            26.27
     GROUP 4
      Lifting devices...........$ 34.97            26.27
     GROUP 5
      Lifting devices...........$ 33.67            26.27
     GROUP 6
      Lifting devices...........$ 32.33            26.27
OPERATOR:  Power Equipment
(Steel Erection - AREA 1:)
     GROUP 1
      Cranes....................$ 40.87            26.27
      Oiler.....................$ 31.32            26.27
      Truck Crane Oiler.........$ 33.55            26.27
     GROUP 2
      Cranes....................$ 39.10            26.27
      Oiler.....................$ 31.05            26.27
      Truck Crane Oiler.........$ 33.33            26.27
     GROUP 3
      Cranes....................$ 37.62            26.27
      Hydraulic.................$ 32.67            26.27
      Oiler.....................$ 30.83            26.27
      Truck Crane Oiler.........$ 33.06            26.27
     GROUP 4
      Cranes....................$ 35.60            26.27
     GROUP 5
      Cranes....................$ 34.30            26.27
OPERATOR:  Power Equipment
(Tunnel and Underground Work
- AREA 1:)
     SHAFTS, STOPES, RAISES:
      GROUP 1...................$ 35.12            26.27
      GROUP 1-A.................$ 37.59            26.27
      GROUP 2...................$ 33.86            26.27
      GROUP 3...................$ 32.53            26.27
      GROUP 4...................$ 31.39            26.27
      GROUP 5...................$ 30.25            26.27
     UNDERGROUND:
      GROUP 1...................$ 35.02            26.27
      GROUP 1-A.................$ 37.49            26.27
      GROUP 2...................$ 33.76            26.27
      GROUP 3...................$ 32.43            26.27
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GROUP 4.....$ 31.29 26.27
GROUP 5.....$ 30.15 26.27

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine,

concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;

Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		
AREA 1	$ 21.43	25.71
AREA 2	$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 26.58	17.74
Ornamental, Reinforcing and Structural	$ 33.00	26.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2012

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 19.06	8.62
LABORER (Lead Removal)		
Area A	$ 36.25	9.19
Area B	$ 35.25	9.19

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 27.84	15.82
GROUP 1	$ 27.14	15.82
GROUP 1-a	$ 27.36	15.82

GROUP 1-c.....$ 27.19 15.82
GROUP 1-e.....$ 27.69 15.82
GROUP 1-f.....$ 27.72 15.82
GROUP 1-g (Contra Costa
County).....$ 27.34 15.82
GROUP 2.....$ 26.99 15.82
GROUP 3.....$ 26.89 15.82
GROUP 4.....$ 20.58 15.82
See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist
Group.....$ 26.84 15.82
GROUP 1.....$ 26.14 15.82
GROUP 1-a.....$ 26.36 15.82
GROUP 1-c.....$ 26.19 15.82
GROUP 1-e.....$ 26.69 15.82
GROUP 1-f.....$ 26.72 15.82
GROUP 2.....$ 25.99 15.82
GROUP 3.....$ 25.89 15.82
GROUP 4.....$ 19.58 15.82
See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 28.10 15.82
GROUP 2.....$ 27.60 15.82
GROUP 3.....$ 27.60 15.82
GROUP 4.....$ 27.60 15.82
Laborers: (GUNITE - AREA B:)
GROUP 1.....$ 27.10 15.82
GROUP 2.....$ 26.60 15.82
GROUP 3.....$ 26.01 15.82
GROUP 4.....$ 25.89 15.82
Laborers: (WRECKING - AREA A:)
GROUP 1.....$ 27.14 15.82
GROUP 2.....$ 26.99 15.82
Laborers: (WRECKING - AREA B:)
GROUP 1.....$ 26.14 15.82
GROUP 2.....$ 25.99 15.82
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 26.89 15.82
(2) Establishment Warranty
Period.....$ 20.58 15.82
Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 25.89 15.82
(2) Establishment Warranty
Period.....$ 19.58 15.82

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work;

Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-002 07/01/2009

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 25.89	14.93
Traffic Control Person I....	$ 26.19	14.93
Traffic Control Person II...	$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2013

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	$ 31.70	16.53

LABO0073-005 07/01/2013

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.10	16.53
GROUP 2.....	$ 33.87	16.53
GROUP 3.....	$ 33.62	16.53
GROUP 4.....	$ 33.17	16.53
GROUP 5.....	$ 32.63	16.53
Shotcrete Specialist.....	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-003 07/01/2009

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 26.89	14.93
Traffic Control Person I....	$ 27.19	14.93
Traffic Control Person II...	$ 24.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 07/01/2013

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-003 07/01/2009

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 26.89	14.93
Area B	$ 25.89	14.93
Traffic Control Person I		
Area A	$ 27.19	14.93
Area B	$ 26.19	14.93
Traffic Control Person II		
Area A	$ 24.69	14.93

Area B.....$ 23.69 14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 07/01/2013

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.70	16.53

LABO0294-001 07/01/2013

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes

LABORER (Brick)
Mason Tender-Brick.....$ 31.52 16.53

LABO0294-002 07/01/2009

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 25.89	14.93
Traffic Control Person I....	$ 26.19	14.93
Traffic Control Person II...	$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 07/01/2013

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.10	16.53
GROUP 2.....	$ 33.87	16.53
GROUP 3.....	$ 33.62	16.53
GROUP 4.....	$ 33.17	16.53
GROUP 5.....	$ 32.63	16.53
Shotcrete Specialist.....	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-002 07/01/2009

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 26.89	14.93
Traffic Control Person I....	$ 27.19	14.93
Traffic Control Person II...	$ 24.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 07/01/2013

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.10	16.53
GROUP 2.....	$ 33.87	16.53
GROUP 3.....	$ 33.62	16.53
GROUP 4.....	$ 33.17	16.53
GROUP 5.....	$ 32.63	16.53
Shotcrete Specialist.....	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-002 07/01/2009

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 26.89	14.93
Traffic Control Person I....	$ 27.19	14.93
Traffic Control Person II...	$ 24.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 07/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.10	16.53
GROUP 2.....	$ 33.87	16.53
GROUP 3.....	$ 33.62	16.53
GROUP 4.....	$ 33.17	16.53
GROUP 5.....	$ 32.63	16.53
Shotcrete Specialist.....	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-002 07/01/2009

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		

Escort Driver, Flag Person..	$ 25.89	14.93
Traffic Control Person I....	$ 26.19	14.93
Traffic Control Person II...	$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 07/01/2013

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.10	16.53
GROUP 2.....	$ 33.87	16.53
GROUP 3.....	$ 33.62	16.53
GROUP 4.....	$ 33.17	16.53
GROUP 5.....	$ 32.63	16.53
Shotcrete Specialist.....	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	$ 31.70	16.53

LABO1414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	$ 28.00	16.36
5 Stories and above.....	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	$ 33.86	20.26

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.

INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 40.37	20.07
AREA 2	$ 36.24	18.67

PAIN0016-012 01/01/2013

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 44.87	17.98

PAIN0016-015 01/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 29.06	15.98

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 37.48	20.26

PAIN0169-001 01/01/2013

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 32.48	18.20

PAIN0169-005 01/01/2013

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 41.88	21.59

PAIN0294-004 01/01/2013

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 25.67	15.63
Drywall Finisher/Taper	$ 30.47	16.81

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2013

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 27.83	15.40

PAIN0767-001 01/01/2013

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2013

HIGHWAY IMPROVEMENT

	Rates	Fringes

Parking Lot Striping/Highway
Marking:
GROUP 1.....$ 28.27 11.65
GROUP 2.....$ 28.60 11.65
GROUP 3.....$ 26.96 11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2013

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 28.25	16.73

PLAS0066-002 08/01/2011

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 33.13	24.64

PLAS0300-001 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 29.72	14.21
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 34.22	14.08
AREA 295: Calaveras & San Joaquin Couonties	$ 32.82	15.10
AREA 337: Monterey County	$ 31.01	13.93
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.82	15.30

PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 28.65	18.56

PLUM0038-001 07/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 62.00	42.39

PLUM0038-005 07/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	$ 52.70	31.45

PLUM0062-001 07/01/2013

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 41.05	24.49

PLUM0159-001 07/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	$ 50.78	31.34
(2) All other work.....	$ 51.78	31.34

PLUM0246-001 07/01/2013

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 36.40	24.74

PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	$ 13.00	9.77

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job

shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2013

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	$ 53.71	34.19
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	$ 53.71	34.19

PLUM0355-004 07/01/2013

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	$ 28.55	8.30

PLUM0393-001 07/01/2013

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	$ 57.41	30.08

PLUM0442-001 07/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 37.00	22.59

PLUM0467-001 07/01/2013

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	$ 56.45	29.66

ROOF0027-002 09/01/2010

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	$ 27.65	8.07

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any

building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2012

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 33.61	12.37

ROOF0081-001 08/01/2011

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 33.16	10.90

ROOF0081-004 08/01/2012

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 29.99	11.82

ROOF0095-002 08/01/2012

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman	$ 36.62	13.16
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 38.62	13.16

SFCA0483-001 01/01/2014

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 52.42	25.62

SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 32.98	19.35

SHEE0104-001 07/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 51.30	35.96
All Other Work	$ 52.80	34.46
AREA 2	$ 40.26	27.56
AREA 3	$ 42.66	27.16

SHEE0104-003 07/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 35.87	26.88

SHEE0104-005 07/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 35.57	29.36

SHEE0104-007 07/01/2013

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 34.49	29.66

SHEE0104-015 07/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 52.80	34.46

SHEE0104-018 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal		

decking and siding only).....$ 35.87 26.88

TEAM0094-001 07/01/2013

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.44	23.69
GROUP 2	$ 27.74	23.69
GROUP 3	$ 28.04	23.69
GROUP 4	$ 28.39	23.69
GROUP 5	$ 28.74	23.69

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter

pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

DIVISION 3: SPECIAL PROVISIONS

SECTION 03200

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DIVISION 3: SPECIAL PROVISIONS

SECTION 03200

CIVIL IMPROVEMENTS

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END OF SECTION

SECTION 03200

CIVIL IMPROVEMENTS

1.0 MOBILIZATION (BID ITEM #1)

1.1 Scope

Mobilization shall conform to the provisions in Section 11, "MOBILIZATION," of the Standard Specifications.

Measurement and Payment

Payment for mobilization shall be made on a lump sum basis. Payment shall include full compensation for furnishing all labor, equipment, materials, tools, and incidentals necessary to complete the work as specified in these Special Provisions, as shown on the Plans, and as directed by the Engineer.

Payment for mobilization shall be in accordance with Paragraphs A. through E. of Subsection 11-1.02, "PAYMENT," of Section 11, "MOBILIZATION," of the Standard Specifications.

2.0 SURFACE PREPARATION (Non-Bid Item)

2.1 General

Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, notification of residents, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, applicable taxes to complete the rehabilitation of streets. **The Contractor is responsible for locating and securely covering/protecting manholes, monuments, valve boxes, catch basin grates, and other utilities appurtenances and as well as subsequent locating and cleaning of all applicable utilities appurtenances necessary for the street rehabilitation work.**

The Contractor shall properly locate and tie (mark) all existing utilities that are within the street rehabilitation work by semi-permanent mark of paint/ink on the concrete gutter surface or sidewalk nearest to the utility being marked prior to starting any work. Other methods are to be approved by City Inspector. All utilities are to be tied off in a minimum of two (2) locations for triangulation. Payment for preserving utilities is considered as included in this Project and no additional compensation will be made therefore.

The Contractor is responsible for contacting the City of Santa Clara Police Department at 408-615-4700 to request Tow-Away service, if required, in accordance with Section 01500 (Temporary Facilities and Control), Subsection 1.16, "Traffic Control," of the Specifications.

3.0 CONSTRUCTION AREA SIGNS & TRAFFIC CONTROL (BID ITEM #2)

3.1 General

Construction area signs shall be furnished, installed, and removed when no longer required. The Contractor's attention is directed to Section 7-1.08, "PUBLIC CONVENIENCE," Section 7-1.09, "PUBLIC SAFETY," and Section 12, "CONSTRUCTION AREA TRAFFIC CONTROL DEVICES," of the Standard Specifications, and Section 01500 (Temporary Facilities and Control), Subsection 1.16, "Traffic Control," of the Specifications.

The traffic control and detour plans shall be drawn to scale and complete for each significant portion of the work requiring lane closures, traffic detour and/or restriction of traffic movements. The traffic control plans shall indicate the work area, all proposed signs, the spacing and location of all traffic control devices (arrow boards, flagmen, barricades, cones, pylon construction markers, etc.) the limits of proposed parking prohibitions, and the width and location of any re-routed traffic lanes. Overnight control shall be addressed in the traffic control plans.

All open trenches must be adequately delineated by use of acceptable warning signs and devices during non-construction hours. The Contractor shall devise a typical plan indicating the type and spacing of barricades, signs, arrow boards, warning lights, pylon construction markers, construction tape, etc. to be used during non-construction hours. This plan must be submitted to the Construction Project Engineer five (5) days prior to the Pre-Construction Meeting for review and approval.

All traffic control devices shall conform to the latest California "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (California MUTCD)" issued by Caltrans.

Advance construction warning signs shall be placed on all streets leading into the construction area before any construction is started.

Speed limit advisories may be placed along the main traffic lanes.

When detours or changes in traffic lanes are required, directional signs shall be placed at each end and along the roads.

Warning signs, caution signs, and end construction signs, shall be placed at each end of the work and along the route when conditions warrant their use. Directional arrow boards shall be required for every lane closure.

The Contractor is responsible for proper placement and maintenance of all signs and barricades. Any additional signs, barricades, lights, etc., that may be required by the Engineer to ensure public safety shall be installed and maintained by the Contractor at no additional cost to the City.

3.2 Qualified Individual

Traffic controls through the construction zone shall be designed and maintained by a designated individual qualified in this responsibility. Evidence of qualification shall be a Certificate of Completion of a course titled "Safety Through

Maintenance and Construction Zones," issued by ITE, or approved equal. The Contractor shall submit the traffic control plan and have an approved traffic control plan prior to commencing work.

Since all construction work is completed in a very short period of time and specific location only temporary signage on weighted barricades and post bases are required for stationary signs. No excavation for signage shall be required.

The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the work during construction. Such signs are shown in or referred to in the latest California MUTCD – Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways, published by Caltrans.

Full compensation for conforming to the requirements of this section shall be considered as included in the lump sum price bid for "Construction Area Signs and Traffic Control".

3.3 Maintaining Traffic

Attention is directed to Sections 7-1.08, "PUBLIC CONVENIENCE," 7-1.09, PUBLIC SAFETY," and 12, "CONSTRUCTION AREA TRAFFIC CONTROL DEVICES," of the Standard Specifications and flagging for traffic control systems elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

The Contractor shall provide traffic flaggers on the job at all times as determined by the Engineer.

Lane closures shall conform to the provisions in Item 3.4, "Traffic Control System for Lane Closure," of these Special Provisions.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by Engineer.

In order to minimize the impact on local merchants, and residents, driveways shall not be blocked for any long periods of time. The Contractor shall maintain access to all driveways before and after road material is placed. The Contractor shall limit the time between the prep time placing and curing time of the asphalt concrete and cleanup so that vehicles may return the roadway to use.

The full width of the traveled way shall be open for use by public traffic on weekends, designated legal holidays, and when construction operations are not

actively in progress. A full lane of travel, in both directions, must be provided at all times.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinions of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change orders.

Full compensation for conforming to the requirements of this section, and all flagging costs, shall be considered as included in the lump sum price bid for "Construction Area Signs & Traffic Control" and no additional allowance will be made therefore.

3.4 Traffic Control System for Lane Closure

A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, "CONSTRUCTION AREA TRAFFIC CONTROL DEVICES," of the Standard Specifications, the provisions under Item 3.3, "Maintaining Traffic," in these Special Provisions.

Signs for traffic control system shall conform to the provisions under this bid item, except for payment.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "PUBLIC SAFETY," of the Standard Specifications.

During the hours of darkness, as defined in 2010 California Department of Motor Vehicles (DMV) General Provisions Division 1, Section 280, of the Vehicle Code, portable signs shown on the plans to be illuminated shall be, at the option of the Contractor, either; illuminated signs in conformance with the provisions in Section 12-3.06B, "PORTABLE SIGNS," of the Standard Specifications; or Reflexite vinyl microprism reflective sheeting signs; or 3M high intensity reflectorized sheeting on aluminum substrate signs for Seibulite Brand Ultralite Grade Series, encapsulated lens retroreflective sheeting signs; or approved equal.

Each vehicle used to place, maintain and remove components of a traffic control system on this project shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shall not be used on the vehicles, which are doing the placing, maintaining, and removing, and shall be in place before a lane closure requiring its use is completed.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators

placed along the traveled way, shall be removed from the traveled way, shoulder and auxiliary lanes. Upon completion of the work requiring lane closure, all components of the traffic control system shall be removed from the site of the work and shall become the property of the Contractor.

Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control as necessary. Such adjustment will be made on a force account basis as provided in Document 00700, Article 14, "GENERAL CONDITIONS," and Section 01250, "MODIFICATION PROCEDURES," of the Specifications, for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work, which is classed as extra work as provided in Section 01250, "MODIFICATION PROCEDURES," of the Specifications, will be paid for as a part of said extra work.

3.5 Project Construction Advisory

Contractor shall provide a minimum of two (2) electronic message/reader boards to be placed strategically at both ends of each project limits. Message/reader boards shall be capable of displaying alphanumeric and numeric texts. The purpose of message/reader boards display is to convey to riding public, a minimum of ten (10) calendar days in advance and during all lane closures, of upcoming and current construction work. Message/reader boards shall be on a quiet operation system (no combustion engine). Contractor shall be required to submit at pre-construction meeting a traffic control plan detailing message/reader board capabilities and placement.

3.6 Measurement and Payment

The contract lump sum price paid for Construction Area Signs & Traffic Control shall include full compensation for furnishing all labor, materials (including signs and electronic message/reader boards), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

4.0 ADJUST MANHOLE TO GRADE (BID ITEM #3)

4.1 Scope

This item shall conform to Subsection 5.10, "Manhole Alteration," of Section 02039, "ASPHALTIC CONCRETE PAVEMENT, RESURFACING AND BERMS," of the Specifications, the latest City Standard Details, and these Special Provisions. Refer to Section 02007, "STORM WATER POLLUTION PREVENTION," of the Specifications, for storm water pollution prevention requirements.

The Contractor shall properly locate and tie (mark) all existing sanitary sewer, storm drain manholes, and other utility manholes such as Silicon Valley Power (SVP), PG&E, AT&T, etc. within the project area by semi-permanent mark of paint/ink on the concrete gutter surface or sidewalk if the curb is to be replaced nearest to the manhole or flushing inlet being marked prior to starting any work.

All sewer/storm drain manholes, flushing inlets, catch basins, and other utilities are to be tied off in a minimum of two (2) locations for triangulation. Where concrete gutter does not exist, markings shall be done as directed by the Engineer.

Where the existing manhole frame base, frame and/or cover is judged unserviceable by the Engineer or where adjustable grade extension rings are discovered, replacement units shall be provided to the Contractor by the City, at the City Corporation Yard, 1705 Martin Avenue, for the installation per City Standard Detail DS-5, "Manhole Raising," by the Contractor.

Handling of these units shall be considered incidental work and compensation for same shall be considered included in the payment for adjusting manholes.

Because of the damage to vehicles using public streets and the inconvenience to the public caused by incomplete street work, the City will not tolerate procrastination between states of operation of raising manholes to grade. Once the pavement is cut and work begun, the work must be properly scheduled and diligently prosecuted so that each manhole shall be complete to its new grade, paving in place and barricades removed **(no barricading overnight)**, all within a two (2) working day period from the commencement of work in the vicinity of each manhole to be adjusted. At no time shall there be a drop off greater than 0.1' (one-tenth of a foot) in the pavement overnight.

By way of ascertaining and fixing the amount of damages, and not by way of penalty, **the Contractor shall pay the City the sum of Seventy-Five Dollars ($75) per day for each and every day beyond the two (2) working day period for the completion of raising each manhole.**

In addition to the above time limits, the Contractor is required to insure that the manhole covers are installed on their rings at any time a manhole is left unattended during the manhole raising process. This item is considered vital to public safety. Any liquidated damages due to the aforementioned manhole operation shall be withheld from final payment.

Grade tolerance for setting manholes shall be a maximum of 1/8-inch above to 1/4-inch below finished grade of resurfaced asphalt pavement. The raising of manholes shall conform to Detail DS-5, "MANHOLE RAISING," of the latest City Standard Details.

Raising manholes by using adjustable extension rings **will not be allowed**. Manholes for other utilities such as AT&T, PG&E, and SVP, etc., shall be raised after the final lift of pavement, by respective utility owners – AT&T and PG&E. The Contractor shall locate and tie-out these utilities prior to paving. Contractor shall pave over these manholes except for a five (5") inch diameter plug left out of the center of each manhole in order to locate the manhole later.

4.2 Measurement and Payment

Payment for "adjust manhole to grade" shall be made per unit adjusted, complete in place, to its new finished grade. Payment shall include all costs for labor, materials, and equipment.

5.0 ADJUST VALVE BOX TO GRADE (BID ITEM #4)

5.1 Scope

The Contractor shall properly locate and tie (mark) all existing water valves, recycled water valves, and traffic signal detector hand holes within the project area by semi-permanent mark of paint/ink on the concrete gutter surface or sidewalk if the curb is to be replaced nearest to the water or recycled water valves being marked prior to starting any work. All water or recycled water valves are to be tied off in a minimum of two (2) locations for triangulation. Where concrete gutter does not exist, markings shall be done as directed by the Engineer.

Cast iron grade rings shall be used to adjust valve boxes to finished grade on streets requiring overlay and/or reconstruction. The appropriate size extension rings (1", 1 ½", or 2") shall be installed and secured with three bolts immediately following the spreading of the hot asphalt mat, and prior to the compaction of the hot asphalt concrete. **The Contractor shall provide and install new Christy grade rings (for G5 box), or approved equal, per City Standards.**

Where the resurfacing or capping is done in one lift, the Contractor shall provide and install rings of proper thickness to be placed on the valve boxes during the paving operations. When the resurfacing or capping is done in two lifts, rings matching the lift thickness or proper elevation shall be placed on valve boxes **in advance of paving of each lift**.

Contractor must ensure that City crews have access to water valves at all times in case of an emergency.

Because of the damage to public streets and the inconvenience to the public caused by incomplete street work, the City will not tolerate paving over the existing valve boxes. Grade rings must be installed by the Contractor in a timely and orderly manner as specified. **By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of Fifty Dollars ($50) per day for each water or recycle water valve that remains covered by the overlay asphalt paving.** This damage assessment shall apply regardless of the cause (inadvertent or otherwise) of the burial.

5.2 Measurement and Payment

Adjustment of water and recycled water valve box to grade shall be paid per each unit installed, including installation of grade rings, complete in place, to its new finished grade. Payment shall also include full compensation for furnishing materials, labor, tools, equipment, and incidentals as required to do the work as specified in these Special Provisions, as shown on the Plans, and as directed by the Engineer.

6.0 ADJUST MONUMENT BOX TO GRADE (BID ITEM #5)

6.1 Scope

This item shall conform to Detail ST-21, "SPECIAL MONUMENT BOX ADJUSTMENT," of the latest City Standard Details, and these Special Provisions.

The Contractor shall properly locate and tie (mark) all existing monument boxes within the project area by semi-permanent mark of paint/ink on the concrete gutter surface or sidewalk if the curb is to be replaced nearest to the monument boxes being marked prior to starting any work. All monument boxes or monuments without boxes are to be tied off in a minimum of two (2) locations for triangulation. Where concrete gutter does not exist, markings shall be done as directed by the Engineer.

Where a monument that does not have a box or where an old style square box exists, a monument box shall be installed after paving operation per Detail ST-20, "MONUMENT," of the latest City Standard Details. Under no circumstances is the survey monument within the special monument box to be disturbed. The new monument box shall be placed so that the top of the monument box is set at the new finished grade of the pavement. Fresh concrete inside the monument box, just below the cast iron ring, shall be formed by hand so that concrete, when hardened, shall not contact the monument cover's legs (ears). The practice of placing the monument cover to allow its legs to form a perfect mold with fresh concrete shall be prohibited.

Installation of new monument and/or monument boxes shall be inspected by the City survey crew. Inspection schedule shall be coordinated with the City Survey Chief of Party, at (408) 615-3036, or Jim Parissenti, Field Services Principal Engineer, at (408) 615-3061.

Salvaged monument boxes shall be returned to the City of Santa Clara Corporation Yard (Materials Testing Lab), 1700 Walsh Avenue, Santa Clara, California.

The Contractor shall be held responsible for any materials furnished to them. City furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor shall be liable to the City for the cost of replacing City furnished material and such costs may be deducted from any monies due or to become due to the Contractor.

Any monument displaced or damaged by the Contractor so as to make it unusable, as determined by the Engineer, shall be removed and replaced with a new City standard monument, complete with box and cover, and a Corner Record filed with the County Surveyor, at the expense of the Contractor. Inspection and installation shall be as specified in these Special Provisions.

6.2 Measurement and Payment

Adjustment of monument boxes shall be measured and paid per each unit installed or adjusted from actual count, complete in place, to its new finished grade.

The contract unit price paid for Adjust Monument to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in adjusting monument boxes or installing new monument box (if required), complete in place.

7.0 REMOVE EXISTING ASPHALT PAVEMENT (3", 5" DEEP) (BID ITEMS #6, #7)

7.1 Surface Preparation

Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, notification of residents, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, and removal to complete the work.

The Contractor is responsible for preserving all utilities or structures such as manholes, monuments, valve boxes, catch basin grates, bus duckouts, other utilities, etc. that shall remain in place prior to grinding. The Contractor shall properly locate and tie (mark) all existing utilities that are within the grinding area by semi-permanent mark of paint/ink on the concrete gutter surface or sidewalk nearest to the utility being marked prior to starting any work. All utilities are to be tied off in a minimum of two (2) locations for triangulation. Where concrete gutter does not exist, markings shall be done as directed by the Engineer. Payment for preserving utilities is considered incidental to this bid item and no additional payment will be made therefor.

Prior to grinding operations, the Contractor shall notify, by circular ("door hanger" style), all businesses and residents with street frontage or property affected by the proposed construction. Notification shall be done forty-eight (48) hours in advance of starting the grinding operations affecting businesses and residents, but not more than ninety-six (96) hours. The circular shall state the name, address, and phone number of the Contractor, starting time, nature and extent of the proposed work, and the date upon which the Contractor expects to complete the pertinent construction activity. Circular shall be subject to the approval of the Engineer.

The Contractor is also responsible for contacting the City of Santa Clara Police Department, through the City Inspector, at 408-615-4760 to request Tow-Away service, if required, in accordance with Section 01500 (Temporary Facilities and Control), Subsection 1.16, "Traffic Control," of the Specifications.

In the signalized intersection areas where traffic detector loops are located, the Contractor is responsible for notifying the City, through the City Inspector, at least two (2) working days prior to grinding operations. The City Inspector must contact City of Santa Clara's Silicon Valley Power (SVP) at (408) 426-7612, Attn: Steven Popiel, and City Traffic Operations at (408) 615-3000.

7.2 Scope

This Bid Item shall consist of removal of existing asphalt pavement of the following street depths:

1. Benton Street (from Kiely Blvd. to Blackfield Dr.), including Saratoga Creek bridge – 3" deep full width (between lip of gutter) as shown on the Plans,

2. Los Padres Boulevard (from El Camino Real to Benton St.) – 3" deep full width (between lip of gutter) as shown on the Plans; and,

3. Lincoln Street (from El Camino Real to Benton St.) – 5" deep full width (between lip of gutter) as shown on the Plans.

The limits shown above shall also be determined by the Engineer in the field. Refer to Section 02007, "STORM WATER POLLUTION PREVENTION," of the Specifications, for storm water pollution prevention requirements.

Contractor shall exercise care to ensure that the adjacent lip of gutter is not damaged during the grinding operation. Any portion of the adjacent gutter that is damaged shall be replaced, at the Contractor's expense, in accordance with Section 02073, "PORTLAND CEMENT CONCRETE CURB, GUTTER, SIDEWALK, WALKWAY, CURB RAMP, AND DRIVEWAY," of the Specifications prior to placing the final asphalt concrete surface.

Contractor is responsible for grinding around utilities, by hand, if necessary.

Asphalt grinding at intersections, or other similar structures perpendicular to the flow of traffic shall be ramped temporarily with asphalt cold mix until final paving is installed. Ramping is required for all drop offs greater than 0.1' (one-tenth of a foot) and is to occur immediately after the grinder passes an area in the travel lane. Contractor shall also provide and maintain access to residents and businesses at all times. Temporary ramping will be required at **all** drive approaches, curb ramps, crosswalks, and at the beginning/end of project. Slope of temporary ramping shall not exceed 6:1.

Contractor must maintain two-way traffic (one lane at each direction) at all times during asphalt grinding operations unless a City-approved one-way or lane closure traffic plan is developed. Lanes of travel shall not be shifted/detoured around existing landscaped median islands.

Contractor shall provide temporary lane marking/striping with paint, including messages, and crosswalk lines, acceptable to the Traffic Engineer, in place immediately after asphalt grinding and subsequent cleaning. Temporary paint pavement markings/striping are considered incidental to this bid item and no additional payment will be made therefore.

Asphalt grinding of the streets shall be performed with cold planer (grinder) equipment. Streets shall be thoroughly swept and cleaned immediately of all loose material upon the conclusion of asphalt grinding. The Contractor is responsible for additional sweeping as may be required by the City Inspector.

The Contractor shall dispose of the removed material off the project limits. All grinding materials are to be loaded directly in to trucks, stockpiling of materials onsite for any time length is not allowed. Disposal shall be the responsibility of the Contractor and is considered incidental to this bid item.

The use of "transfer trucks" to transport off haul grindings is prohibited.

Because of the danger to and damage of vehicles using the public streets and the inconvenience to the public caused by incomplete street work, the City cannot permit delay between asphalt grinding and paving. **Paving operations**

shall be scheduled so that no section of asphalt grinding shall remain unpaved for more than twenty (20) working days. By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of Ten ($10) Dollars per day for each square yard of asphalt grinding left unpaved beyond twenty (20) working days.

7.3 Measurement and Payment

Grinding of existing asphalt pavement (3", 5" deep) will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth specified.

The contract price paid for asphalt grinding shall be per square yard and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in grinding existing surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing and disposing of temporary asphalt concrete tapers, and providing temporary lane markings and sweeping as specified in these Special Provisions, as shown on the Plans, and as directed by the Engineer.

8.0 ASPHALT GRINDING (2") AT CONFORMED AREAS (BID ITEM #8)

8.1 Surface Preparation

Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, notification of residents, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, and removal to complete the work. The Contractor is responsible for preserving manholes, monuments, valve boxes, catch basin grates, etc.

Prior to grinding operations, the Contractor shall notify, by circular ("door hanger" style), all businesses and residents with street frontage or property affected by the proposed construction. Notification shall be done forty-eight (48) hours in advance of starting the grinding operations affecting businesses and residents, but not more than ninety-six (96) hours. The circular shall state the name, address, and phone number of the Contractor, starting time, nature and extent of the proposed work, and the date upon which the Contractor expects to complete the pertinent construction activity. Circular shall be subject to the approval of the Engineer.

The Contractor is also responsible for contacting the City of Santa Clara Police Department at 408-615-4760 to request Tow-Away service, if required, in accordance with Section 01500 (Temporary Facilities and Control), Subsection 1.16, "TRAFFIC CONTROL," of the Specifications.

In the signalized intersection areas where traffic detector loops are located, the Contractor is responsible for notifying the City, through the City Inspector, at least two (2) working days prior to grinding operations. The City Inspector must contact City of Santa Clara's Silicon Valley Power (SVP) Inspector at 1-(408) 426-7612, and City Traffic Operations at 1-(408) 615-3000.

8.2 Scope

Asphalt grinding shall consist of two inch wedge cut at conformed or transition areas on streets, as specified in these Special Provisions, as shown on the Plans, and as directed by the Engineer.

Contractor shall exercise care to ensure that the adjacent lip of gutter is not damaged during the grinding operation. Any portion of the adjacent gutter that is damaged shall be replaced, at the Contractor's expense, in accordance with Section 02073, "PORTLAND CEMENT CONCRETE CURB, GUTTER, SIDEWALK, WALKWAY, CURB RAMP, AND DRIVEWAYS," of the Technical Provisions prior to placing the final asphalt concrete surface.

The Contractor shall preserve all utilities and structures such as manholes, etc. in the areas of asphalt grinding. The Contractor shall properly locate and tie (mark) all existing utilities that are within the grinding area by semi-permanent mark of paint/ink on the concrete gutter surface or sidewalk nearest to the utility being marked prior to starting any work. All utilities are to be tied off in a minimum of two (2) locations for triangulation. Payment for preserving utilities is considered incidental to this bid item and no additional payment will be made therefore.

Contractor is responsible for grinding around utilities, by hand, if necessary.

Asphalt grinding at intersections, valley gutters, or other similar structures perpendicular to the flow of traffic shall be ramped temporarily with asphalt cold mix until final paving is installed. Ramping is required for all drop offs greater than 0.1' (one-tenth of a foot) and is to occur immediately after the grinder passes an area in the travel lane. Contractor shall also provide and maintain access to residences and businesses at all times. Temporary ramping will be required at **all** drive approaches, curb ramps, crosswalks, and at the beginning/end of project. Slope of temporary ramping shall not exceed 6:1.

Contractor must maintain two-way traffic (one lane at each direction) at all times during asphalt grinding operations unless a City approved one way or lane closure traffic plan is developed. Lanes of travel shall not be shifted/detoured around existing landscaped median islands.

Contractor shall provide temporary lane marking/striping with paint, including messages, and crosswalk lines, acceptable to the Traffic Engineer, in place immediately after asphalt grinding and subsequent cleaning. Temporary paint pavement markings/stripings are considered incidental to this bid item and no additional payment will be made therefore.

Asphalt grinding of the streets shall be performed with cold planer (grinder) equipment. The streets shall be thoroughly swept and cleaned immediately of all loose material upon the conclusion of asphalt grinding. The Contractor is responsible for additional sweeping as may be required by the City Inspector.

The Contractor shall dispose of the removed material off the project limits. All grinding materials are to be loaded directly in to trucks, stockpiling of materials for any time length is not allowed. Disposal shall be the responsibility of the Contractor and is considered incidental to this bid item.

The use of "transfer trucks" to transport off haul grindings is prohibited.

There is no existing pavement reinforcing grid within limits of asphalt removal. Because of the danger to and damage of vehicles using the public streets and the inconvenience to the public caused by incomplete street work, the City cannot permit delay between asphalt grinding and paving. **Paving operations shall be scheduled so that no section of asphalt grinding shall remain unpaved for more than fifteen (15) working days. By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of Ten ($10) Dollars per day for each square yard of asphalt grinding left unpaved beyond fifteen (15) working days.**

Upon completion of pavement reconstruction work at Benton St., and prior to permanent traffic striping, Type II slurry seal shall be applied at designated area on Benton St. (by San Tomas Expressway between conformed area and City/County maintenance limits) as indicated on the Plans. Slurry seal shall extend 12 inches (12") beyond completed asphalt grinding work. Payment for slurry seal work shall be included in the unit bid price for this bid item.

8.3 Measurement and Payment

Asphalt Grinding (2") at Conformed Areas will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth specified.

The contract price paid per square yard for Asphalt Grinding (2") at Conformed Areas shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in grinding the existing surfacing and disposing of planed material, complete in place, including furnishing the asphalt concrete for constructing, maintaining, removing and disposing of temporary asphalt concrete ramps/tapers, Type II slurry seal at San Tomas Expressway (City jurisdiction), and providing temporary lane markings and sweeping, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

9.0 ASPHALT FAILURE REPAIR (DEEPLIFT/PLUG AREAS) (BID ITEM #9)

9.1 Surface Preparation

Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, notification of residents, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, and removal to complete the work. The Contractor is responsible for preserving manholes, monuments, valve boxes, catch basin grates, etc.

Prior to deeplift operations, the Contractor shall notify, by circular ("door hanger" style), all businesses and residents with street frontage or property affected by the proposed construction. Notification shall be done forty-eight (48) hours in advance of starting the deeplift operations affecting businesses and residents, but not more than ninety-six (96) hours. The circular shall state the name, address, and phone number of the Contractor, starting time, nature and extent of the proposed work, and the date upon which the Contractor expects to complete the pertinent construction activity. Circular shall be subject to the approval of the Engineer.

The Contractor is also responsible for contacting the City of Santa Clara Police Department, through the City Inspector, at 1-(408) 615-4760 to request Tow-Away service, if required, in accordance with Section 01500 (Temporary Facilities and Control), Subsection 1.14, "Traffic Control," of the Specifications.

9.2 Scope

This Bid Item shall consist of excavating materials, regardless of character and subsurface conditions, from pavement areas where pavement has failed or deemed structurally inadequate by the Engineer and replacing the excavated material with a minimum of four inches (4") or a maximum of seven inches (7") full depth asphalt concrete (deep lift) placed in the following paving lifts: not-to-exceed 0.17' on surface course and not-to-exceed 0.25' on non-surface course. All asphalt concrete shall be Type A ¾" inch mix maximum and asphalt binder grade PG 64-10.

The Engineer shall confirm depths of excavation in the field prior to removal and will confirm finished subgrade elevations prior to allowing Contractor to place asphalt concrete. All asphalt concrete mixtures shall be placed only when the atmospheric temperature is above 50 degrees Fahrenheit and rising. Refer to Section 02007, "STORM WATER POLLUTION PREVENTION," of the Specifications, for storm water pollution prevention requirements.

The Asphalt failure repair work shall be completed prior to asphalt concrete reconstruction work at all streets.

Contractor shall thoroughly sweep the street, to the satisfaction of the Engineer, to allow the Engineer to mark out horizontal limits of asphalt failure repair areas using white paint. Engineer shall be allowed two (2) full working days from completion of the sweeping to perform his mark outs. Pavement to be removed shall be ground to the limits field marked at the removal boundary. The pavement cut shall be straight and vertical. The Contractor and the Engineer shall agree on the size of all marked out removal area, in writing, prior to actual removal.

Any curb and gutter damaged by the Contractor's deep lift operation shall be replaced at the Contractor's expense. Replacement of curb and gutter and dowel connections shall be in accordance with City standards.

Removal of asphalt concrete and aggregate base shall be performed in such a manner that the edge of the remaining pavement is undisturbed and undamaged. The Contractor shall dispose of the removed material off the project limits. All grinding/removed materials are to be loaded directly in to trucks, stockpiling of materials onsite for any time length is not allowed. Disposal shall be the responsibility of the Contractor and is considered incidental to this bid item.

Top lift shall not be placed over the bottom lift until the temperature at mid-depth of the lift is not more than 160 degrees Fahrenheit. All asphalt concrete shall be deposited directly into the excavation from the delivery vehicle and shall be leveled prior to any rolling.

Pavement removal and construction of deep lift asphalt concrete shall be performed only on one side of the street at a time unless otherwise approved by the Engineer. At the industrial, commercial, or multi-family developments which have more than one driveways, the Contractor shall break up the deep lift

sections so as to provide access to at least one driveway at all times; at mentioned developments which have only one driveway, the Contractor shall schedule deep lift work in such a manner that only half of the driveway is blocked at all times.

Once the pavement is removed, the Contractor shall diligently prosecute the work so that the deep lift is in place within the same working day. At no time shall there be a drop off greater than 0.1' (one-tenth of a foot) in the pavement overnight. Because of the danger to and damage of vehicles using the public streets and the inconvenience to the public caused by deep lift work, the deep lift sections must be ramped with asphalt concrete along the traffic direction to provide smooth transition from the original pavement elevation down to the deep lift level. No unnecessary delays shall be tolerated. **By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of One Thousand Dollars ($1,000) per calendar day, for each excavated area that remains incomplete beyond the two (2) day limit. Day one starts upon the initial removal.**

The use of "transfer trucks" to transport asphalt concrete for overlay or deep lift operations is prohibited.

Only one paving machine shall be allowed to operate at any one time during the course of this project, unless specific written approval is given to the Contractor by the Engineer.

Spreading and compacting equipment shall conform to Section 39-5, SPREADING AND COMPACTING EQUIPMENT, of the Standard Specifications, except as noted in these Special Provisions.

Spreading of asphalt concrete material with blading equipment shall be permitted for the lower lifts of asphalt removal & replacement. Top lift asphalt material shall be spread with self-propelled mechanical vibratory spreading and finishing equipment, which shall be equipped with rubber tires or with rubber capped tracks. Steel tracked spreading equipment without rubber pads shall not be permitted.

The paving machine shall be equipped with vibratory screed and wings allowing paving widths from 10' min to up to 18' so as to produce a uniformly distributed and compacted material.

Prior to starting paving, the Contractor shall submit, to Engineer, the equipment manufacturer's specifications for each roller used on the project. Each roller shall have a separate operator. Vibratory rollers shall not be permitted on this project, except when operated with the vibratory mechanism switched off, unless approved in writing by the Engineer.

Initial or breakdown compaction shall consist of a minimum of two complete coverages of each layer of asphalt mixture and shall be performed with a tandem or a three-wheel roller weighing not less than 12 tons, unless otherwise permitted by the Engineer. The initial or breakdown compaction shall be followed by additional rolling consisting of a minimum of 2 coverages with an 8 ton pneumatic roller, which shall be followed by a final rolling consisting of a minimum of one coverage with a steel-tired tandem roller weighing not less than 8 tons. The exact number of coverages required will be determined by the Engineer.

9.3 Measurement and Payment

Asphalt failure repair (deep lift/plug areas) shall be measured and paid per actual tons placed. Any and all removal and replacement done outside of the areas marked by the City or to depths greater than the maximum depth specified (10") will be at the expense of the Contractor. The contract price paid per ton for deep lift shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved to repair the failed pavement including pavement excavation and removal, compaction and scarifying/grading of sub-grade (if needed), asphalt concrete, prime coat (if needed), and tack coat, complete in place. The work shall include sawcutting and/or grinding of asphalt, removal of asphalt and affected subgrade and replacement of asphalt as specified in these Special Provisions.

In order to establish a contract unit price for the construction of deep lift asphalt concrete, a bid item for this work has been provided in the Bid Form of Document 00400 in these Specifications. However, the need for this item of work shall be determined by the Engineer in the field. The Engineer shall have the option to increase or decrease the quantity of deep lift asphalt concrete or omit this item or portion of this item, up to one hundred percent (100%) percent of the contract quantity, with no adjustment in the contract unit price.

10.0 ASPHALT CONCRETE LEVELING COURSE (1") (BID ITEM #10)

10.1 Surface Preparation

Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, and removal to complete the work.

Prior to AC leveling course operations, the Contractor shall notify, by circular ("door hanger" style), all businesses and residents with street frontage or property affected by the proposed construction. Notification shall be done forty-eight (48) hours in advance of starting the AC leveling course operations affecting businesses and residents, but not more than ninety-six (96) hours. The circular shall state the name, address, and phone number of the Contractor, starting time, nature and extent of the proposed work, and the date upon which the Contractor expects to complete the pertinent construction activity. Circular shall be subject to the approval of the Engineer.

The Contractor is also responsible for contacting the City of Santa Clara Police Department, through the City Inspector, at 1-(408) 615-4760 to request Tow-Away service, if required, in accordance with Section 01500 (Temporary Facilities and Control), Subsection 1.14, "Traffic Control," of the Specifications.

10.2 Scope

This item shall consist of furnishing and placing a 1" inch leveling course of asphalt concrete (A.C.) on uneven, irregular, or depressed pavement surface to create an even uniform subgrade preparatory to placing of pavement reinforcing grid and surface layer of asphalt concrete along **Benton Street, Los Padres Boulevard and Lincoln Street** as shown on the Plans and these Special

Provisions. AC leveling course is not required on Benton St. concrete bridge deck area.

This item shall conform to Section 39 of the Standard Specifications, insofar as it is applicable, and, ASPHALTIC CONCRETE PAVEMENT, RESURFACING, AND BERMS, of the Specifications.

Asphalt concrete leveling course shall be either a 1/2" mix with SS1H binder at a rate of 0.06 gal/sq. yd. or sheet type mix with a SS1H binder and shall be placed at full width, including all intersections and turn pockets.

The paving machine shall be equipped with a 30' leveling ski, or equivalent, working to the satisfaction of the Engineer in the field.

Prior to starting paving, the Contractor shall submit, to Engineer, the equipment manufacturer's specifications for each roller used on the project. Each roller shall have a separate operator. Vibratory rollers shall not be permitted on this project, except when operated with the vibratory mechanism switched off, unless approved in writing by the Engineer.

Initial or breakdown compaction shall consist of a minimum of two complete coverages of each layer of asphalt mixture and shall be performed with a tandem or a three-wheel roller weighing not less than 12 tons, unless otherwise permitted by the Engineer. The initial or breakdown compaction shall be followed by additional rolling consisting of a minimum of 2 coverages with an 8 ton pneumatic roller, which shall be followed by a final rolling consisting of a minimum of one coverage with a steel-tired tandem roller weighing not less than 8 tons. The exact number of coverages required will be determined by the Engineer.

Contractor must maintain two-way traffic (one lane at each direction) at all times during placement of asphalt concrete leveling course. Lanes of travel shall not be shifted/detoured around existing landscaped median islands.

Upon completion of asphalt concrete leveling course, Contractor shall provide and continuously maintain temporary lane marking for lane lines all other pavement marking/striping, messages, and crosswalk lines, acceptable to the Traffic Engineer, in place immediately after placement of asphalt concrete leveling course. Temporary pavement markings/striping shall be the flexible 'P' marker type with adhesive strip when placed on new asphalt concrete leveling course.

The Contractor shall submit material certificates for all temporary pavement markings/striping at the pre-construction meeting for approval in accordance with Section 01330 (Submittal Procedures) of the Specifications. Temporary pavement markings/striping are considered incidental to this bid item and no additional payment will be made therefore.

10.3 Measurement and Payment

Asphalt concrete leveling course shall be measured and paid per actual tons of asphalt concrete placed as leveling course. The contract price paid per ton of asphalt concrete leveling course shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, including pavement preparation, tack coat, asphalt concrete, and

temporary lane markings/striping, complete in place, as specified in these Special Provisions.

11.0 PAVEMENT REINFORCING GRID (BID ITEM #11)

11.1 Scope

This Bid Item shall consist of furnishing and placing pavement reinforcing grid as specified in these Special Provisions. Pavement reinforcing grid GlasGrid® 8512 (or approved equal) manufactured by Saint-Gobain Technical Fabrics (345 Third Street, Suite 615, Niagara Falls, New York 14303, Telephone: (716) 285-0731) shall be placed as marked in the field.

Pavement reinforcing grid shall be a self-adhesive, modified asphalt-coated fiberglass strand grid and conform to the following, or equal:

Specification	Requirement
Grid Type	GlasGrid® 8512
Tensile strength, pounds per square inch, width and length	1230 lbs/in.
Elongation at break, percent maximum	5%
Melting point, degrees Fahrenheit	> 450
Mass/Unit Area Test Method ASTM D276	18 oz/yd^2
Roll Length	197 ft.
Adhesive Backing	Pressure sensitive
Grid Size	1" x ¾"
Material	Fiberglass reinforcement with modified polymer coating and pressure-sensitive adhesive backing

Pavement reinforcing grid shall be placed on all 3 streets to be reconstructed as shown on the Plans and these Special Provisions. Pavement reinforcing grid shall <u>not</u> be placed along Benton St concrete bridge deck area.

The Contractor shall submit material certificate for pavement reinforcing grid at the pre-construction meeting for approval in accordance with Section 01330 (Submittal Procedures) of the Specifications.

The pavement reinforcing grid must be protected and stored inside a dust-free environment and kept dry at the job site.

The existing pavement surface shall be cleaned by sweeping, flushing, or other means to remove all loose particles of paving, all dirt and all other extraneous material. The Contractor is responsible to remove all temporary pavement striping/markings prior to pavement reinforcing grid installation operations.

After cleaning and drying the surface, and installing a layer of asphalt concrete leveling course, a tack coat of Performance Grade PG70-10 asphalt conforming with Section 92 of the Standard Specifications shall be applied as required. The exact rate of application shall be determined by the Engineer. The width of the asphalt binder spread shall be the width of the grid mat plus three (3") inches on each side. Asphalt concrete leveling course shall be paid under Bid Item 10: ASPHALT CONCRETE LEVELING COURSE (1"), of these Special Provisions.

Asphalt concrete surfacing shall be placed over the pavement reinforcing grid in the same work shift that the grid is placed.

Pavement reinforcing grid shall not be exposed to public traffic, Contractor's equipment or elements that will damage the grid prior to placement of asphalt concrete surfacing.

Asphaltic emulsion shall not be substituted for paving asphalt binder for pavement reinforcing grid.

Full compensation for cleaning pavement immediately in advance of placing binder, pavement reinforcing grid, and asphalt concrete surfacing shall be considered as included in the contract price paid per square yard for pavement reinforcing grid and no separate payment will be made therefore.

Pavement reinforcing grid shall be placed on the asphalt concrete leveling course full width, including on intersections and turn pockets, where applicable, or as indicated by the Engineer in the field. Placement of the pavement reinforcing grid, including longitudinal and transverse overlap limits, shall be in accordance with the manufacturer's recommendations. The grid shall be laid by mechanical means or by hand with sufficient tension to eliminate ripples. Brooms should be used to seat the grid into the tack and remove air bubbles.

Contractor shall protect placed pavement reinforcing grid from damage due to vehicular and construction traffic flows. Placement of paving grid shall be immediately preceding placement of the 2" asphalt concrete overlay.

11.2 Measurement And Payment

Pavement reinforcing grid will be measured by the square yard. The quantity to be paid for will be the actual surface area covered by pavement reinforcing grid irrespective of any overlapping required by the manufacturer or excessive grid laid beyond limits shown on the Plans.

Payment for this item shall be per square yard for pavement reinforcing grid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing pavement reinforcing grid, including cleaning pavement, application of asphalt binder or tack coat PG70-10, as specified in the Standard Specifications and these Special Provisions, as shown on the Plans, and as directed by the Engineer.

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12.0 ASPHALTIC CONCRETE PAVEMENT (BID ITEM #12)

12.1 Surface Preparation

Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, notification of residents, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, and removal to complete the work.

The Contractor is responsible for contacting the City of Santa Clara Police Department, through the City Inspector, at 1-(408) 615-4760 to request Tow-Away service, if required, in accordance with Section 01500 (Temporary Facilities and Control), Subsection 1.16, "Traffic Control," of the Specifications.

12.2 Scope

Asphaltic pavement shall consist of full width asphalt concrete replacement along Benton Street, Los Padres Boulevard, and Lincoln Street, including conformed areas at intersecting streets as required, as shown on the Plans, and these Special Provisions.

Asphaltic pavement shall be Type A and shall conform to the requirements of Section 02039, "ASPHALTIC CONCRETE PAVEMENT, RESURFACING AND BERMS", of the Specifications, the Plans, and these Special Provisions. Refer to Section 02007, "STORM WATER POLLUTION PREVENTION," of the Specifications, for storm water pollution prevention requirements.

Spreading and compacting equipment shall conform to Section 39-5, "SPREADING AND COMPACTING EQUIPMENT", of the Standard Specifications.

Grading of mineral aggregate for Dense Grade Asphaltic Concrete shall conform to surface course 1/2-inch mix maximum PG 64-10.

Self-propelled mechanical spreading equipment shall be equipped with rubber tires or with rubber capped tracks. Steel tracked spreading equipment without rubber pads shall not be permitted.

The asphalt concrete lifts shall be spread and compacted in horizontal uniform layers. The final lift shall not exceed 0.17 foot in compacted thickness, and spread continuously throughout the roadway, and any lower lift of asphalt concrete shall not exceed 0.25 foot in compacted thickness. A pavement ski, or equivalent, working to the satisfaction of the Engineer in the field, shall be required.

Initial or breakdown compaction shall consist of a minimum of two complete coverages of each layer of asphalt mixture and shall be performed with a tandem or a three-wheel roller weighing not less than 12 tons, unless otherwise permitted by the Engineer. The initial or breakdown compaction shall be followed by additional rolling consisting of a minimum of 2 coverages with an 8 ton pneumatic roller, which shall be followed by a final rolling consisting of a minimum of one coverage with a steel-tired tandem roller weighing not less than 8 tons. The exact number of coverages required will be determined by the Engineer.

The finished surface of the new asphalt concrete pavement at the lip of gutter location shall be one-eighth (1/8") of an inch above the adjacent lip of gutter elevation.

Because of the damage to public streets and the inconvenience to the public caused by incomplete street work, the City will not tolerate paving over the existing valve boxes. Grade rings, supplied by City, must be installed by the Contractor in a timely and orderly manner as specified. Adjustment of valve boxes shall be in accordance with Section 02039, "ASPHALTIC CONCRETE PAVEMENT, RESURFACING AND BERMS," of the Specifications. **By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of One Hundred Dollars ($100) per day for each water valve that remains covered by the overlay asphalt paving. This damage assessment shall apply regardless of the cause (inadvertent or otherwise) of the burial. It shall be the Contractor's responsibility to locate and install each adjustment ring. Payment for adjusting rings is considered incidental and included in this bid item.**

Any monument displaced or damaged by the Contractor so as to make it unusable, as determined by the Engineer, shall be removed and replaced with a new City standard monument, complete with box and cover, and a Corner Record filed with the County Surveyor, at the expense of the Contractor.

The Contractor shall be responsible to raise or lower manholes, valve boxes, monument boxes, and all other utility boxes to match grade of finished surface of the new asphalt concrete pavement. All such utilities shall be adjusted to finished grade and be completed prior to placement of permanent pavement markings/striping. Payment to adjustment of utilities are included in Bid Items 3, 4, and 5. Openings of these facilities shall be covered and made safe for the public use of the roadway.

Upon completion of asphalt concrete pavement, Contractor shall provide and continuously maintain temporary lane marking for lane lines all other /striping, messages, and crosswalk lines, acceptable to the Traffic Engineer, in place immediately after placement of asphalt concrete. Temporary pavement markings/stripings shall be the flexible 'P' marker type with adhesive strip when placed on new asphaltic pavement. Temporary paint pavement markings/stripings are considered incidental to this bid item and no additional payment will be made therefore.

12.3 Measurement and Payment

Payment for asphaltic concrete pavement shall be per ton, complete in place, and shall include asphaltic concrete, and incidentals to complete the work, including temporary markings/striping, as specified in these Special Provisions, as shown on the Plans, and as directed by the Engineer.

13.0 CONCRETE VALLEY GUTTER (BID ITEM #13)

13.1 Scope

This work shall consist of reconstructing the existing damaged concrete valley gutter at two (2) locations in Benton Street as shown and detailed on the Plans. Work shall conform to Section 02073, "PORTLAND CEMENT CONCRETE

CURB, GUTTER, SIDEWALK, WALKWAY, CURB RAMP, AND DRIVEWAY," of the Technical Provisions, the Standard Details, the Plans, and these Special Provisions. Refer to Section 02007, "STORM WATER POLLUTION PREVENTION," of the Technical Provisions, for storm water pollution prevention requirements.

Portland cement concrete shall be Class 2 concrete with Type II modified cement. Concrete shall contain not less than six (6) sacks (564 pounds) of cement per cubic yard (no fly ash).

New concrete valley gutter shall be placed on new compacted Class 2 aggregate base (AB) material. Contractor shall excavate, grade and install six inches (6") of AB under valley gutter, or as directed by the Engineer. Relative compaction of AB shall be per Section 02073 of the Technical Provisions. The AB shall be included in the unit bid price for this bid item.

New concrete valley gutter shall be doweled to existing valley gutter per ST-18 of the Standard Details and as shown on the Plans. AC pavement restoration is also required when constructing new concrete valley gutter as shown on the Plans. AC pavement restoration shall be included in the unit bid price for this bid item.

13.2 Measurement and Payment

Concrete valley gutter shall be measured and paid in lump sum. The contract lump sum price for Concrete Valley Gutter shall include full compensation of all labor, materials, tools, equipment, and incidentals for doing all work involved, complete in place, including concrete removal and disposal, AC pavement restoration, furnishing, placing, grading, compaction of AB, hauling and disposal of surplus materials, and installation of rebars and dowels as shown on the Plans, Standard Details, as specified in these Special Provisions, and as directed by the Engineer.

14.0 CONCRETE BRIDGE DECK METHACRYLATE RESIN SEALING (BID ITEM #14)

14.1 Scope

This work shall consist of sealing the PCC bridge deck surface with Methacrylate Resin for the Benton Street Bridge/Saratoga Creek (Bridge ID #37C-0242). The existing bridge has an approximately 3" top layer of AC, which will be removed prior to sealing work.

After the AC layer has been removed and prior to start of sealing work, the Contractor shall prepare the exposed bridge deck surface by using abrasive blasting and blowing clean the surface as shown on the Plans, as described in these Special Provisions, and as directed by the Engineer.

After abrasive cleaning, loose material shall be blown from visible cracks using high pressure air, and the entire deck surface shall be cleaned by manual or power sweeping.

Contractor shall provide protection during abrasive blasting process. Where abrasive blasting is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact

between the abrasive and the surface being treated. The removal shall be by a vacuum attachment operating concurrently with the abrasive blasting operation.

Equipment or procedures that leave fractured aggregate or otherwise damage the concrete surface shall not be used. Equipment shall be fitted with suitable traps, filters, drip pans or other devices, as necessary, to prevent oil or other deleterious material from being deposited on the deck. If the surface becomes contaminated at any time prior to the placing of the Methacrylate resin, the surface shall be cleaned by abrasive blasting, blowing clean, and followed by manual or power sweeping.

Contractor shall identify and watertight cap all existing drain holes on the bridge deck. No Methacrylate Resin or any contaminates shall be allowed to drop down into the Saratoga Creek. These temporary caps shall be removed only after the resin has properly cured, tack-free (non-oily), and applied sands adhere sufficiently to resist hand brushing. Contractor shall diligently comply with this requirement. Non-compliance shall result in assessed damages. **By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay to City the sum of Two Thousand Dollars ($2,000) for each non-compliance occurrence.**

All removed materials shall become the property of the Contractor. Such materials shall be immediately removed from the job site and properly disposed. The disposal of said materials shall be considered incidental and no additional compensation shall be allowed therefor.

Prior to the start of sealing work, the Contractor shall submit for approval by the Engineer, a program for public safety associated with the use of Methacrylate Resin. The program shall identify materials, equipment, and methods to be used. The Contractor shall not perform sealing work, other than that specifically authorized in writing by the Engineer, until the program has been approved.

If the measures being taken by the Contractor are inadequate to provide for public safety associated with the use of Methacrylate Resin, the Engineer will direct the Contractor to revise the operations and the public safety program. Directions for revisions will be in writing and will specify the items in which the Contractor's program is inadequate. No further work shall be performed on said item until public safety measures are adequate and, if required, a revised program for public safety associated with the use of Methacrylate Resin has been approved.

The Engineer will notify the Contractor of the approval or rejection of any submitted or revised program for public safety associated with the use of Methacrylate Resin within 10 working days of receipt of the program.

The City shall not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised program for public safety associated with the use of Methacrylate Resin, nor for any delays to the work due to the Contractor's failure to submit an acceptable program for public safety associated with the use of Methacrylate Resin. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be granted an extension of time for the same amount of time caused by said delay. No additional

compensation, beyond the extension of time, shall be granted due to any delays caused by the Engineer.

The Contractor shall hire a certified industrial hygienist who shall furnish an airborne emissions monitoring plan. Emissions shall be monitored at a minimum of four (4) points including the point of mixing, the point of application, and the point of nearest public contact, as determined by the Engineer. At the completion of work, a report by the certified industrial hygienist with results of the airborne emissions monitoring plan shall be submitted to the Engineer. Compliance with requirement shall be considered incidental and included in this Bid Item and no additional payment shall be allowed therefor.

14.2 Materials

The material used for sealing the PCC bridge decks shall be a low odor, high molecular weight Methacrylate Resin (Resin). Prior to adding initiator, the Resin shall have a maximum volatile content of 30 percent, when tested in conformance with the requirements in ASTM Designation D 2369, and shall conform to the following (equivalent English units are shown in parentheses):

High Molecular Weight Methacrylate Resin		
PROPERTY	REQUIREMENT	TEST METHOD
Viscosity*	0.025 Pa·s, maximum, Brookfield RVT with UL adaptor, 50 RPM at 25°C (77°F)	ASTM D 2196
Specific Gravity*	0.90, minimum, at 25°C (77°F)	ASTM D 1475
Flash Point*	82°C (180°F), minimum	ASTM D 3278
Vapor Pressure*	1.0 mm Hg, maximum, at 25°C (77°F)	ASTM D 323
Tack-free Time	400 minutes, maximum at 25°C (77°F)	California Test 551
PCC Saturated Surface-Dry Bond Strength	3.5 MPa (508 psi), minimum at 24 hours and 21±1°C (70 ± 2°F)	California Test 551
* Test shall be performed prior to adding initiator.		

A Certificate of Compliance conforming to the provisions in Section 6-1.07, CERTIFICATES OF COMPLIANCE, of the Standard Specifications and Material Safety Data Sheet shall be furnished prior to use for each shipment of the Resin. The promoter and initiator, if supplied separately from the resin, shall not be mixed directly with each other. Containers of promoters and initiators shall not be stored together in a manner that will allow leakage or spillage from one to contact the containers or material of the other.

14.3 Testing

The Contractor shall allow fourteen (14) working days for sampling and testing by the Engineer of the high molecular weight Methacrylate Resin prior to proposed use. The Contractor shall treat a test area within the project limits of approximately 540 square feet (50 m^2) at a location approved by the Engineer. Conditions during the test treatment shall be similar to those expected on the deck. Equipment used in the test shall be similar to those used for the deck sealing operations. If the test area is on the traveled way, traffic shall not be allowed on the treated test area until 1) the sealed surface is tack free (non-oily), 2) the sand cover adheres sufficiently to resist brushing by hand, and 3) the coefficient of friction of the deck is at least 0.35 when tested in conformance with the requirements in California Test 342.

Should the above requirements for traffic use not be met, the Contractor shall suspend treating of bridge decks until another test area is treated and complies with the requirements.

14.4 Construction

Prior to sealing the bridge deck, the deck surface shall be cleaned as specified in the above Sub-section 14.1, Scope.

The relative humidity shall be less than 90 percent at time of treatment. A compatible promoter/initiator system shall be capable of providing a resin gel time of not less than 40 minutes or more than 1.5 hours at the temperature of application. Gel time shall be adjusted to compensate for the changes in temperature throughout treatment application. The quantity of resin mixed with promoter and initiator shall be limited to 5 gallons (20 L) at a time for manual application.

Machine application of the Resin shall be performed by using a two-part resin system: a promoted resin for one part and an initiated resin for the other part. This two-part resin system shall be combined at equal volumes to the spray bars through separate positive displacement pumps. Combining of the 2 components shall be by either static in-line mixers or by external intersecting spray fans. The pump pressure at the spray bars shall not be great enough to cause appreciable atomization of the Resin. Compressed air shall not be used to produce the spray. A shroud shall be used to enclose the spray bar apparatus. Hand held spray apparatus shall not be used.

The PCC bridge deck surface shall be dry and the surface temperature shall not exceed 100°F (38°C) or below 50°F (10°C) when the Resin is applied. The rate of application of promoted/initiated resin shall be approximately 102 square feet per gallon (2.5 square meters per liter); the exact rate shall be determined by the Engineer.

The deck surfaces to be sealed shall be flooded with Resin, allowing penetration into the concrete and filling of all cracks. The treatment shall be applied within 5 minutes after complete mixing. A significant increase in viscosity shall be cause for rejection. Excess material shall be redistributed by squeegees or brooms within 10 minutes after application.

Contractor shall apply the Resin only to the PCC bridge deck surface. Joints, drainage facilities, and AC pavement shall be protected from contamination by the Resin. Contaminated items shall be repaired or replaced to the original condition prior to the Resin's application or to the satisfaction of the Engineer at no cost to the City.

After the Resin has been applied, at least 20 minutes shall elapse before applying sand. The sand shall be commercial quality dry blast sand. Ninety-five percent (95%) of the sand shall pass No. 8 sieve (2.36-mm sieve), and ninety-five percent (95%) shall be retained on No. 20 sieve (850-µm sieve). The sand shall be applied at a rate of approximately 0.2 pound per square feet (one kilogram per square meter). Excess sand shall be removed from the deck surface by vacuuming or sweeping prior to opening to the traffic.

Traffic shall not be allowed on the sealed area until 1) the sealed surface is tack-free (non-oily), 2) the sand cover adheres sufficiently to resist brushing by hand, and 3) the coefficient of friction of the deck is at least 0.35 when tested in conformance with the requirements in California Test 342.

14.5 Measurement and Payment

Concrete Bridge Deck Methacrylate Resin Sealing shall be measured and paid by the actual square foot, measured in the field, of the PCC bridge deck surface to be sealed with Methacrylate Resin. Payment shall include full compensation for furnishing all labor, equipment, materials, tools, and incidentals including preparation and cleaning of existing bridge deck surface, all testing and airborne emissions monitoring necessary to perform the work, complete and in place. Grinding or removal of existing top layer of AC over bridge deck is paid under separate Bid Item 6 of these Special Provisions.

15.0 TRAFFIC SIGNAL LOOP DETECTORS (BID ITEM #15)

15.1 Scope

This work shall consist of replacing damaged loop detector conductors in accordance with Standard Specifications, the latest City Standard Details, the Plans, Special Provisions, and as directed by the Engineer. Prior to asphalt grinding operations, the Contractor shall coordinate abandoning of existing traffic signal loops with the City Traffic Division through the City Inspector. The Contractor is responsible for notifying the City, through the City Inspector, at least two (2) working days prior to grinding operations. The City Inspector must contact City of Santa Clara's Silicon Valley Power (SVP) Inspector at (408) 426-7612, and City Traffic Operations at (408) 615-3000.

15.2 Loop Detector Installation

Loop detector installation shall be in accordance with the provisions in Subsection 4.1, "Loop Detector Protection and Installation," of Section 02086, "SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS," of the Technical Provisions.

A blank "Detector Loop Test Results" form is located at the end of this Subsection 14.0.

15.3 Measurement and Payment

Loop detectors shall be measured and paid per each unit installed, and complete in place as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. The contract price paid per loop detector shall include removal of existing loop detectors, installation of wires, detector handholes, connection to the existing traffic signal systems, application of sealant, all incidentals, and all necessary work to install the loop detectors.

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Detector Loop Test Results

Intersection Location:

Contract No.: CE 13-14-04

Contractor:

Phase #	Lane #*	Type**	Loc.***	Meg	"L"	"R"	"Q"	By	Date

* Lane Closest To Center of Roadway is #1 Lane (1,2,3, etc.)

** P=Presence Detector, A= Advance Detector

***Head Loop (closest to stop bar)=A (A,B,C,D)

Meg = Megohms, "L" = Inductance,"R" = Resistance, "Q" = Quality Factor

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16.0 THERMOPLASTIC PAVEMENT MARKINGS/STRIPING (BID ITEM #16)

16.1 General

This item shall consist of applying thermoplastic pavement markings and striping in accordance with the provisions in Section 84, TRAFFIC STRIPES AND PAVEMENT MARKINGS, of the Standard Specifications and Standard Plans, the latest California MUTCD, Section 02084, "TRAFFIC STRIPES, PAVEMENT MARKINGS, AND PAVEMENT MARKERS," of the Technical Provisions, these Special Provisions, as indicated on Plans, and as directed by the Engineer in the field.

Thermoplastic striping shall include, but is not limited to, the following:

- Detail 9
- Detail 22
- Detail 27B
- Detail 38
- Details 39 and 39A
- 12" and 24" solid white and yellow lines for limit lines (stop bars) and crosswalks (controlled or uncontrolled).

Thermoplastic pavement markings shall include, but not limited to, symbols, numerals, arrows (bike and left turn), and word messages such as "STOP," "AHEAD," "PED," XING," "KEEP," "CLEAR," "SCHOOL," "SLOW," "25," etc.

16.2 Materials

Materials shall comply with Section 84-2, "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS," of the Standard Specifications and Section 02084, "TRAFFIC STRIPES, PAVEMENT MARKINGS, AND PAVEMENT MARKERS," of the Technical Provisions. Contractor shall submit material certificates and/or samples for thermoplastic pavement markings/striping in accordance with Section 01330 (Submittal Procedures) of the Specifications.

16.3 Application

Thermoplastic pavement markings/striping shall include all items as specified in Document 00400 – Bid Form, Schedule of Bid Prices, and detailed in the striping plans. The thermoplastic material for traffic stripes and markings shall be applied at a minimum thickness of 2.0 mm and minimum application rate of 0.4 kg/m, based on a solid stripe of 100 mm (4") width. Thermoplastic material for pavement markings for bicycle facilities and shoulder stripes shall be applied at a minimum thickness of 1.0 mm and a minimum rate of 0.2 kg/m, based on a solid stripe of 100 mm (4") width.

Newly placed markings shall be protected from damage by public traffic or any other causes until the striping product is thoroughly cured and/or cooled. A minimum of 5 days curing period is required prior to application of thermoplastic material to resurfaced streets.

Placement of temporary pavement markings is to occur prior to opening a road to normal traffic or at the end of a work shift.

Removal of temporary pavement markings shall be the responsibility of the Contractor and is not to occur until immediately before the application of the thermoplastic materials.

Traffic stripes and pavement markings, shall be pre-marked by the Contractor, with layout confirmed by the City Street Traffic Maintenance Crew. In general, striping layout will be identical to what exists prior to asphalt overlay or pavement reconstruction, including new striping as shown on the Plans. Use of temporary pavement markings as layout points is acceptable. The Contractor is required to coordinate the thermoplastic striping installation schedule with City Traffic Foreman through the City Inspector. The City Inspector and the Contractor shall arrange for a member of the City Street Traffic Maintenance Crew to be present at all times during the thermoplastic application.

16.4 Traffic Control for Traffic Striping

During traffic striping operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled with lane closures, as provided for under Item 3.4, "Traffic Control System For Lane Closure," of Bid Item 2 within these Special Provisions, or by use of an alternative plan until he/she has submitted a plan to the Engineer and has received written approval of said plan. Alternate traffic control plans for striping operations shall conform to the provisions in Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

The alternate plan shall include the use of not less than two "shadow" vehicles equipped with Type II flashing arrow signs. The "shadow" vehicles and the application vehicle shall be equipped with two-way radios and the vehicle operators shall maintain communication during the striping operation. The trailing "shadow" vehicle shall weigh between 11,000 and 18,000 pounds and shall be equipped with a truck-mounted crash cushion (TMCC.) The alternate plan shall also include the proposed spacing of the "shadow" vehicles and their operation for the various road conditions to be encountered on the project (e.g., when placing centerline strip on a two-lane highway, one "shadow" vehicle shall precede the striping to warn traffic overtaking the striping operations.)

The Contractor's attention is directed to the provisions in Sections 84-1.04, "Protection From Damage," of the Standard Specifications.

Full compensation for providing traffic control for applying traffic stripes and pavement markers with bituminous adhesive shall be considered as included in the contract lump sum price paid for Bid Item 2 - "Construction Area Signs & Traffic Control", contract prices paid for various items involved, and no separate payment will be made therefore.

16.5 Measurement and Payment

Thermoplastic striping will be measured and paid by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two 100-mm (4") wide yellow stripes, will be measured as one traffic stripe. A combined solid and dash stripe, such as Detail 32, will be measured as one traffic stripe. Measurements for payment shall be

made to the nearest whole foot for thermoplastic material. Thermoplastic pavement markings will be paid per **each** unit installed and complete in place. Payment for all temporary pavement markings/striping are considered incidental to this bid item.

By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of Five Hundred Dollars ($500) per day for each street section that remains without permanent markings (striping, messages, and raised pavement markers) beyond three (3) calendar weeks from the date the asphalt concrete overlay/pavement reconstruction begins.

The contract price paid for thermoplastic material shall include full compensation for furnishing all labor, materials, tools, equipment, traffic control, and incidentals for doing all the work involved in applying thermoplastic material, complete and in place, including placement and maintenance of temporary pavement markings/striping, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer in the field.

17.0 RAISED RETROREFLECTIVE PAVEMENT MARKERS (BID ITEM #17)

17.1 General

This item shall consist of furnishing and placing raised retroreflective pavement markers, including striping Details 9, 22, and 38, in accordance with the provisions in Section 85, PAVEMENT MARKERS, of the Standard Specifications; the latest California MUTCD, Section 02084, "TRAFFIC STRIPES, PAVEMENT MARKINGS, AND PAVEMENT MARKERS," of the Specifications, the Plans, these Special Provisions; and as directed by the Engineer.

The Contractor is required to coordinate their raised retroreflective pavement markers installation schedule with the City Street Maintenance Traffic Foreman through the City Inspector. The City Inspector and the Contractor shall arrange for a member of the City Street Maintenance Traffic Crew to be present at all times during the installation of raised retroreflective pavement makers.

Raised retroreflective pavement markers shall be placed in conjunction with the following striping details, where applicable:

A. Clear Retroreflective Markers

B. Yellow Retroreflective Markers

C. Blue Retroreflective Markers (for fire hydrants)

Raised retroreflective/non-reflective markers are to be placed upon completion of the thermoplastic striping material process.

17.2 Materials

Raised retroreflective pavement markers shall be "3M" Marker Series 290 P.S.A. engineering polymer or approved equal. Contractor shall submit material certificates and/or samples for retroreflective pavement marker in accordance with Section 01330 (Submittal Procedures) of the Specifications.

17.3 Measurement and Payment

Raised retroreflective pavement markers shall be measured and paid per each retroreflective pavement marker installed, complete in place. This item shall include all work to furnish and install yellow, clear, and blue reflectorized pavement markers as shown on the Plans or established by the Engineer. The reflectorized pavement markers shall conform to the requirements of the Standard Specifications and shall be installed in accordance with the manufacturer's recommendations. The contract unit prices paid for raised retroreflective pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing pavement markers, complete in place, including adhesives and establishing alignment for pavement markers, as specified in these Special Provisions, and as directed by the Engineer in the field.

END OF SECTION

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LEGEND SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE OR RIGHT-OF-WAY LINE
		LIMITS OF AC RECONSTRUCTION
		LIMITS OF 2" AC GRINDING/PAVING CONFORM
		LIMITS OF AC FAILURE REPAIR (DEEPLIFT)
F/C L/G		MEDIAN/CURB & GUTTER LINES
		STREET MONUMENT LINE
		STORM DRAIN MANHOLE
		SANITARY SEWER MANHOLE
WV		WATER VALVE BOX
JP, PP		JOINT POLE, POWER POLE
		CURB RAMP
FH		FIRE HYDRANT
CB		CATCH BASIN
		GRIND/REMOVE EX. STRIPING

ABBREVIATIONS

AC	ASPHALT CONCRETE
B/W	BACK OF WALK
BTW	BETWEEN
CB	CATCH BASIN
CIP	CAST IRON PIPE
C/G	CURB AND GUTTER
CL	CENTER LINE
DH	DETECTOR HANDHOLE
D/W	DRIVEWAY
E.	EAST
EB	ELECTRICAL BOX
ELEV., EL.	ELEVATION
EX., EXIST., (E)	EXISTING
EXPWY	EXPRESSWAY
F/C	FACE OF CURB
FG	FINISH GRADE
FL	FLOW LINE
FH	FIRE HYDRANT
GB	GRADE BREAK
L/G	LIP OF GUTTER
NTS	NOT TO SCALE
P/L	PROPERTY LINE
R/W	RIGHT-OF-WAY
TYP	TYPICAL

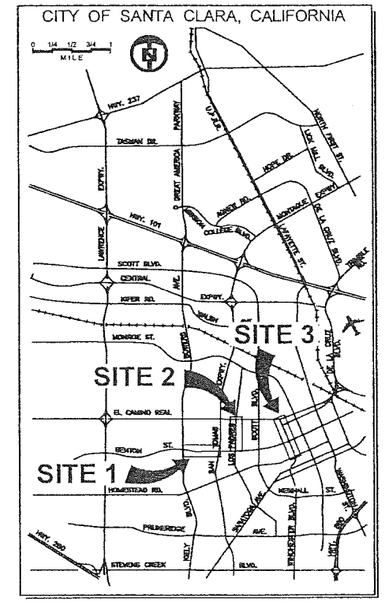
THE CITY OF SANTA CLARA CALIFORNIA
The Mission City
INCORPORATED 1852

ENGINEERING DEPARTMENT

PLANS FOR THE CONSTRUCTION OF SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT

(BENTON ST., LOS PADRES BLVD., AND LINCOLN ST.)

FEDERAL-AID PROJECT STPL-5019 (032)



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	LOCATION MAPS
3	BENTON ST. - STA. 0+38 TO 9+00
4	BENTON ST. - STA. 9+00 TO 19+00
5	BENTON ST. - STA. 19+00 TO 25+52
6	LOS PADRES BLVD. - STA. 0+57 TO 11+00
7	LOS PADRES BLVD. - STA. 11+00 TO 21+95
8	LINCOLN ST. - STA. 0+67 TO 11+00
9	LINCOLN ST. - STA. 11+00 TO 21+00
10	LINCOLN ST. - STA. 21+00 TO 23+77
11	BENTON ST. STRIPING PLAN - STA. 0+43 TO 9+00
12	BENTON ST. STRIPING PLAN - STA. 9+00 TO 19+00
13	BENTON ST. STRIPING PLAN - STA. 19+00 TO 25+55
14	LOS PADRES BLVD. STRIPING PLAN - STA. 0+57 TO 11+00
15	LOS PADRES BLVD. STRIPING PLAN - STA. 11+00 TO 21+82
16	LINCOLN ST. STRIPING PLAN - STA. 0+67 TO 11+50
17	LINCOLN ST. STRIPING PLAN - STA. 11+50 TO 21+50
18	LINCOLN ST. STRIPING PLAN - STA. 21+50 TO 23+77
19	TYPICAL STREET CROSS-SECTIONS
20	CONSTRUCTION DETAILS
21	PAVEMENT MARKINGS TYPICAL DETAILS
22	PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
23	TYPICAL TRAFFIC SIGNAL LOOP DETECTOR & CROSSWALK MARKING DETAILS

APPROVED BY:

REGISTERED PROFESSIONAL ENGINEER RAJEEV BATRA NO. 37877 CIVIL STATE OF CALIFORNIA

_____ DATE:_____
RAJEEV BATRA
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
R.C.E. No. 37877 EXP. 03-31-2015

REVIEWED BY:

_____ DATE:_____
WATER AND SEWER UTILITIES DEPARTMENT

_____ DATE:_____
ELECTRIC DEPARTMENT

_____ DATE:_____
STREET MAINTENANCE

_____ DATE:_____
TRAFFIC DIVISION

_____ DATE:_____
DESIGN DIVISION

NOT FOR CONSTRUCTION

COVER SHEET
SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION

PROJECT No. CE 13-14-04	TRACING No. 11,996-B
ACCOUNT No. 533-4443-80300-1371-(G)STP14	SHEET 1 OF 23

NOT FOR CONSTRUCTION

PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT

LOCATION MAP

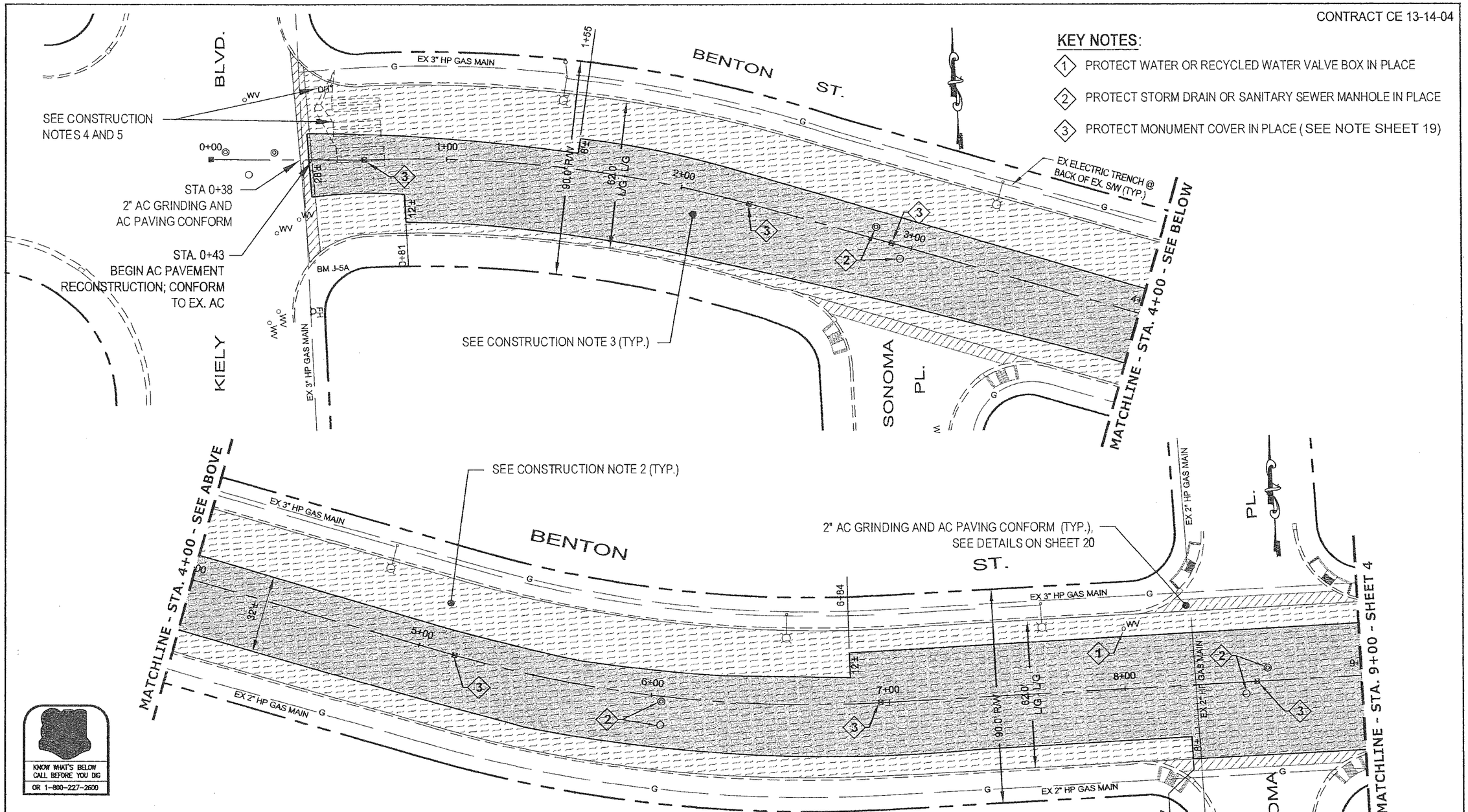
SCALE: NTS

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 2 OF 23

CONTRACT CE 13-14-04

KEY NOTES:

1. PROTECT WATER OR RECYCLED WATER VALVE BOX IN PLACE
2. PROTECT STORM DRAIN OR SANITARY SEWER MANHOLE IN PLACE
3. PROTECT MONUMENT COVER IN PLACE (SEE NOTE SHEET 19)



CONSTRUCTION NOTES:

1. Contractor must locate and tie (mark) all existing utilities within the AC reconstruction area prior to start of work per Specifications. All utilities must be protected in place and accessible at all times.
2. Limits of AC pavement reconstruction: Grind 3" thick ex. AC and replace with new 1" AC leveling course, install pavement reinforcing grid (GlasGrid® 8512, or approved equal) and 2" AC reconstruction. See Sheet 19 of these Plans for typical cross-section details.
3. Limits of 4" AC failure repair. Replace with 4" new AC. See Sheet 19 of these Plans for typical cross-section details.
4. Install a new detector handhole (Christy) G5 box and lid, or approved equal.
5. Remove and replace traffic signal loop detectors per details on Sheet 11 and Sheet 23 of these Plans.
6. For protection of ex. trees, refer to Sub-section 6.7 of Section 02020, Landscaping and Irrigation, of the Contract Documents.

NOT FOR CONSTRUCTION

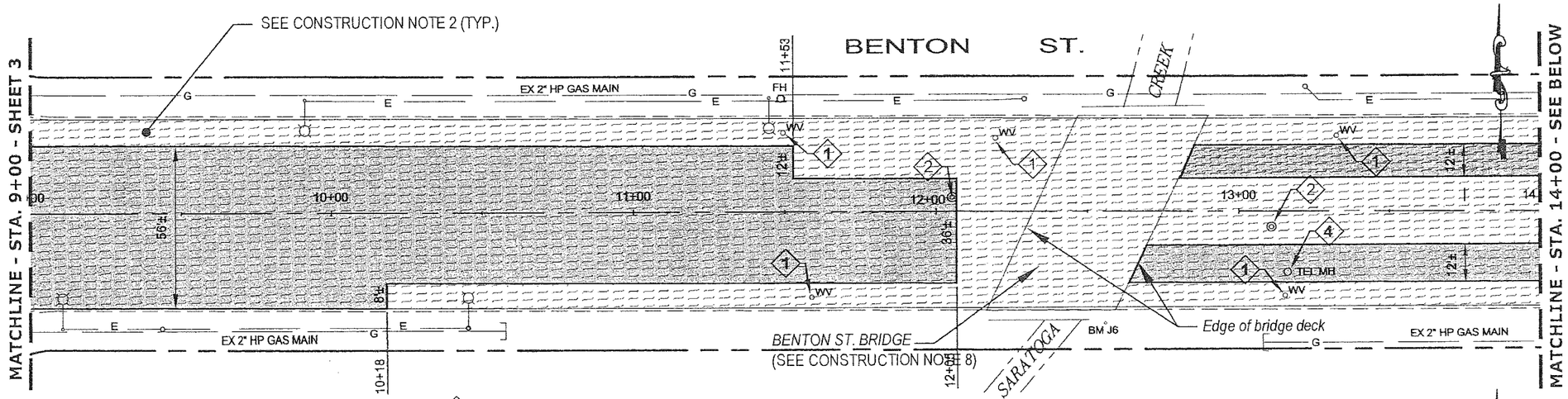
PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
01/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
BENTON STREET
STA. 0+38 TO STA. 9+00

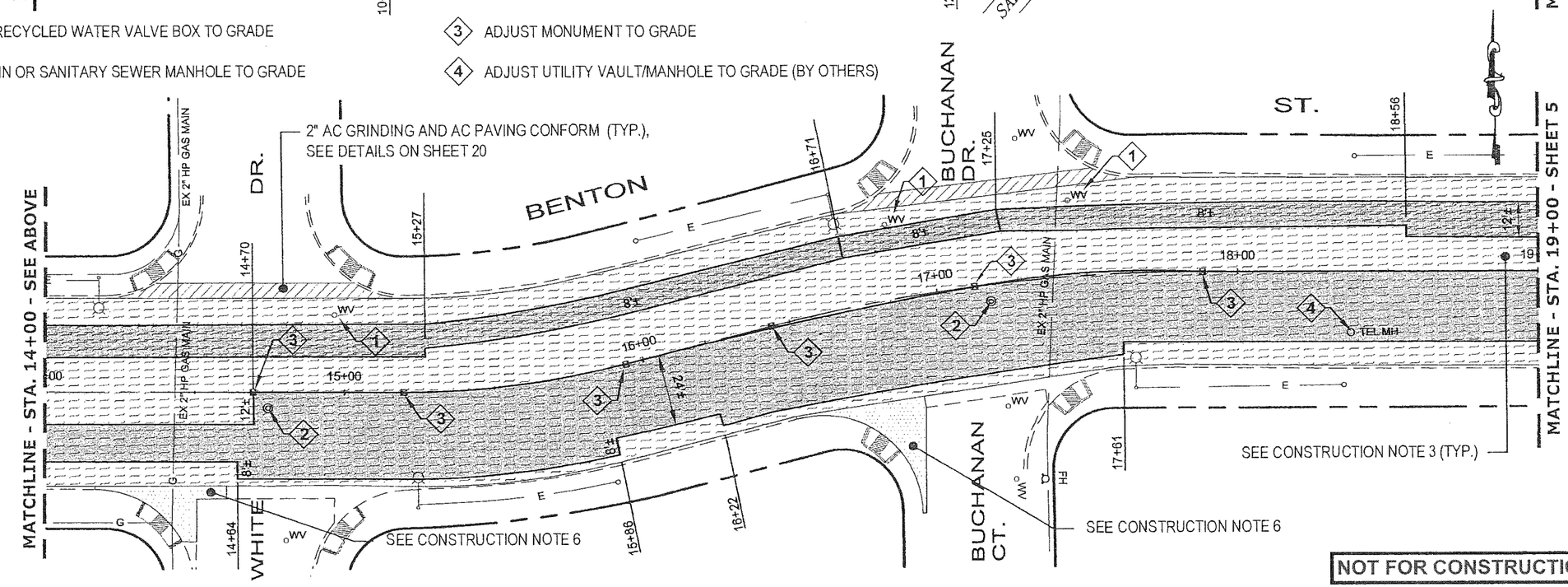
SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 3 OF 25



KEY NOTES:

1. ADJUST WATER OR RECYCLED WATER VALVE BOX TO GRADE
2. ADJUST STORM DRAIN OR SANITARY SEWER MANHOLE TO GRADE
3. ADJUST MONUMENT TO GRADE
4. ADJUST UTILITY VAULT/MANHOLE TO GRADE (BY OTHERS)



KNOW WHAT'S BELOW
CALL BEFORE YOU DIG
OR 1-800-227-2600

NOT FOR CONSTRUCTION

CONSTRUCTION NOTES:

1. Contractor must locate and tie (mark) all existing utilities within the AC reconstruction area prior to start of work per Specifications. All utilities must be protected inplace and accessible at all times.
2. Limits of AC pavement reconstruction: Grind 3" thick ex. AC and replace with new 1" AC leveling course, install pavement reinforcing grid (GlasGrid® 8512, or approved equal) and 2" AC reconstruction. See Sheet 19 of these Plans for typical cross-section details.
3. Limits of 4" AC failure repair. Replace with 4" new AC. See Sheet 19 of these Plans for typical cross-section details.
4. Install a new detector handhole (Christy) G5 box and lid, or approved equal.
5. Remove and replace traffic signal loop detectors per details on Sheet 23 of these Plans.
6. Remove and replace per Concrete Valley Gutter Detail on Sheet 20 of these Plans.
7. For protection of ex. trees, refer to Sub-section 6.7 of Section 02020, Landscaping and Irrigation, of the Contract Documents.
8. Grind/remove ex. AC layer to expose ex. concrete bridge deck. Prepare deck surface by abrasive blasting and blow cleaning, and apply methacrylate resin sealing prior to AC final paving. Refer also to Section 03200 of Division 3 (Special Provisions) of the Specifications. AC leveling course and pavement reinforcing are not required within bridge deck area.

PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

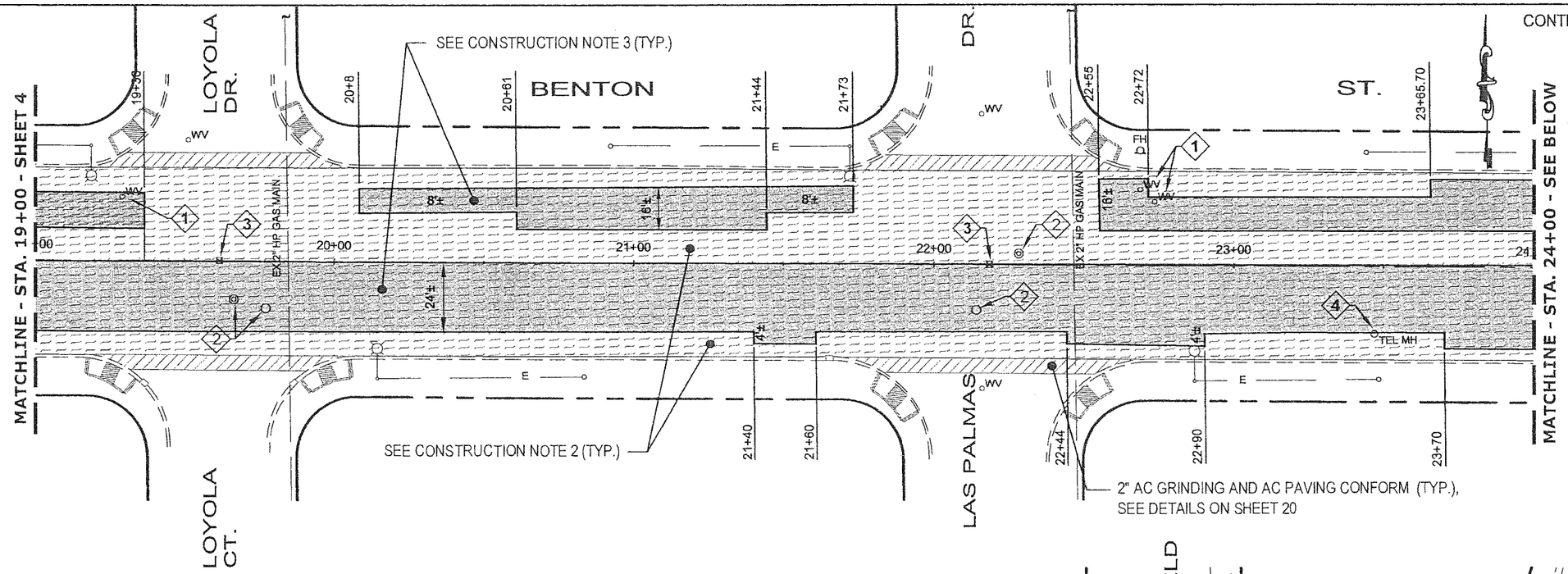
CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

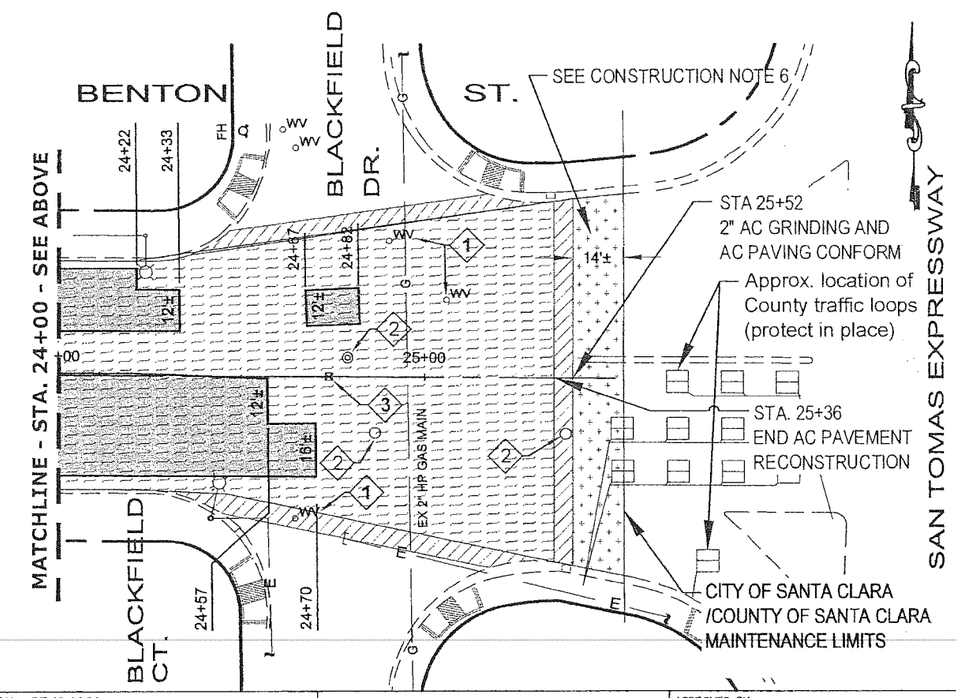
SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
BENTON STREET
STA. 9+00 TO STA. 19+00

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 4 OF 23

CONTRACT CE 13-14-04





KEY NOTES:

1. ADJUST WATER OR RECYCLED WATER VALVE BOX TO GRADE
2. ADJUST STORM DRAIN OR SANITARY SEWER MANHOLE TO GRADE
3. ADJUST MONUMENT TO GRADE
4. ADJUST UTILITY VAULT/MANHOLE TO GRADE (BY OTHERS)

KNOW WHAT'S BELOW CALL BEFORE YOU DIG OR 1-800-227-2600

NOT FOR CONSTRUCTION

CONSTRUCTION NOTES:

1. Contractor must locate and tie (mark) all existing utilities within the AC reconstruction area prior to start of work per Specifications. All utilities must be protected in place and accessible at all times.
2. Limits of AC pavement reconstruction: Grind 3" thick ex. AC and replace with new 1" AC leveling course, install pavement reinforcing grid (GlasGrid® 8512, or approved equal) and 2" AC reconstruction. See Sheet 23 of these Plans for typical cross-section details.
3. Limits of 4" AC failure repair. Replace with 4" new AC. See Sheet 23 of these Plans for typical cross-section details.
4. Install a new detector handhole (Christy) G5 box and lid, or approved equal.
5. Remove and replace traffic signal loop detectors per details on Sheet 27 of these Plans.
6. Apply Type II slurry seal on area between conform and County/City maintenance limits. Extend application 12" beyond pavement reconstruction.
7. For protection of ex. trees, refer to Sub-section 6.7 of Section 02020, Landscaping and Irrigation, of the Contract Documents.

PROJECT No. CE 13-14-04
ACCOUNT No. 533-4443-80300-1371-(G)STP14

DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
BENTON STREET
STA. 19+00 TO STA. 25+52

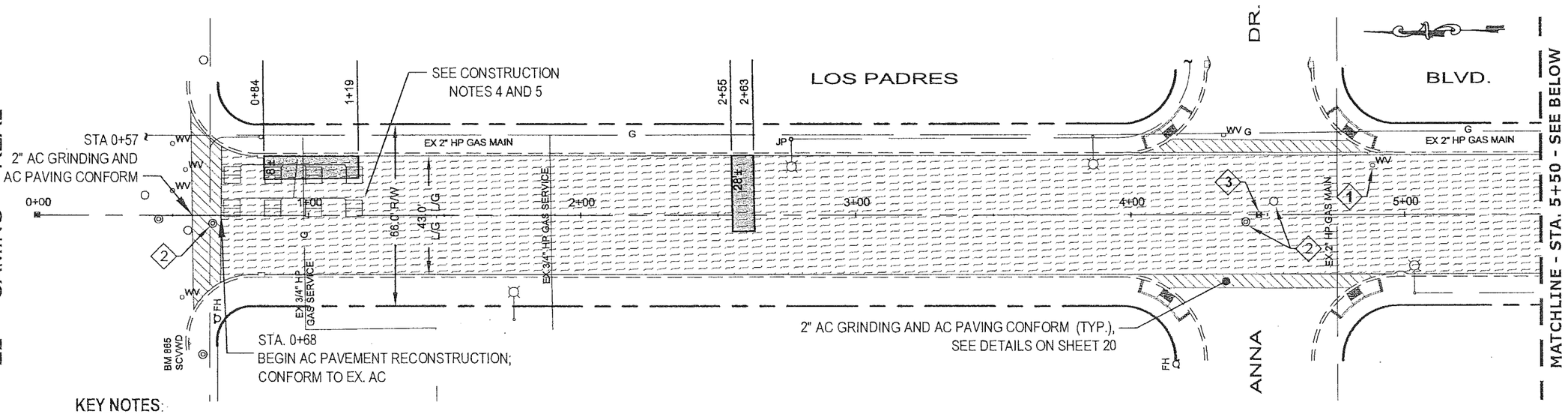
SCALE: 1" = 40'

APPROVED BY
TITLE
DATE
R.C.E. No.
F.B. No.

	INITIAL	DATE
DESIGNED BY	JD	01/2014
DRAWN BY	FP	02/2014
CHECKED BY	FA	03/2014
AS BUILT BY		

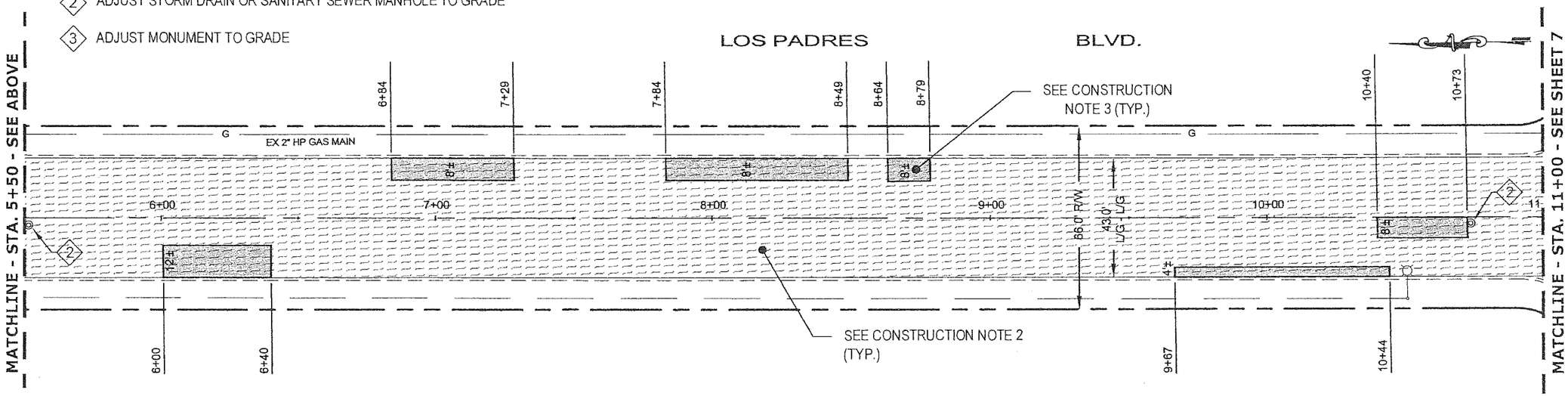
TRACING No. 11,996-B

SHEET 5 OF 23



KEY NOTES:

1. ADJUST WATER OR RECYCLED WATER VALVE BOX TO GRADE
2. ADJUST STORM DRAIN OR SANITARY SEWER MANHOLE TO GRADE
3. ADJUST MONUMENT TO GRADE



CONSTRUCTION NOTES:

1. Contractor must locate and tie (mark) all existing utilities within the AC reconstruction area prior to start of work per Specifications. All utilities must be protected in place and accessible at all times.
2. Limits of AC pavement reconstruction: Grind 3" thick ex. AC and replace with new 1" AC leveling course, install pavement reinforcing grid (GlasGrid® 8512, or approved equal) and 2" AC reconstruction. See Sheet 19 of these Plans for typical cross-section details.
3. Limits of 4" AC failure repair. Replace with 4" new AC. See Sheet 19 of these Plans for typical cross-section details.
4. Install a new detector handhole (Christy) G5 box and lid, or approved equal.
5. Remove and replace traffic signal loop detectors per details on Sheet 14 and Sheet 23 of these Plans.
6. For protection of ex. trees, refer to Sub-section 6.7 of Section 02020, Landscaping and Irrigation, of the Contract Documents.

NOT FOR CONSTRUCTION

KNOW WHAT'S BELOW
CALL BEFORE YOU DIG
OR 1-800-227-2600

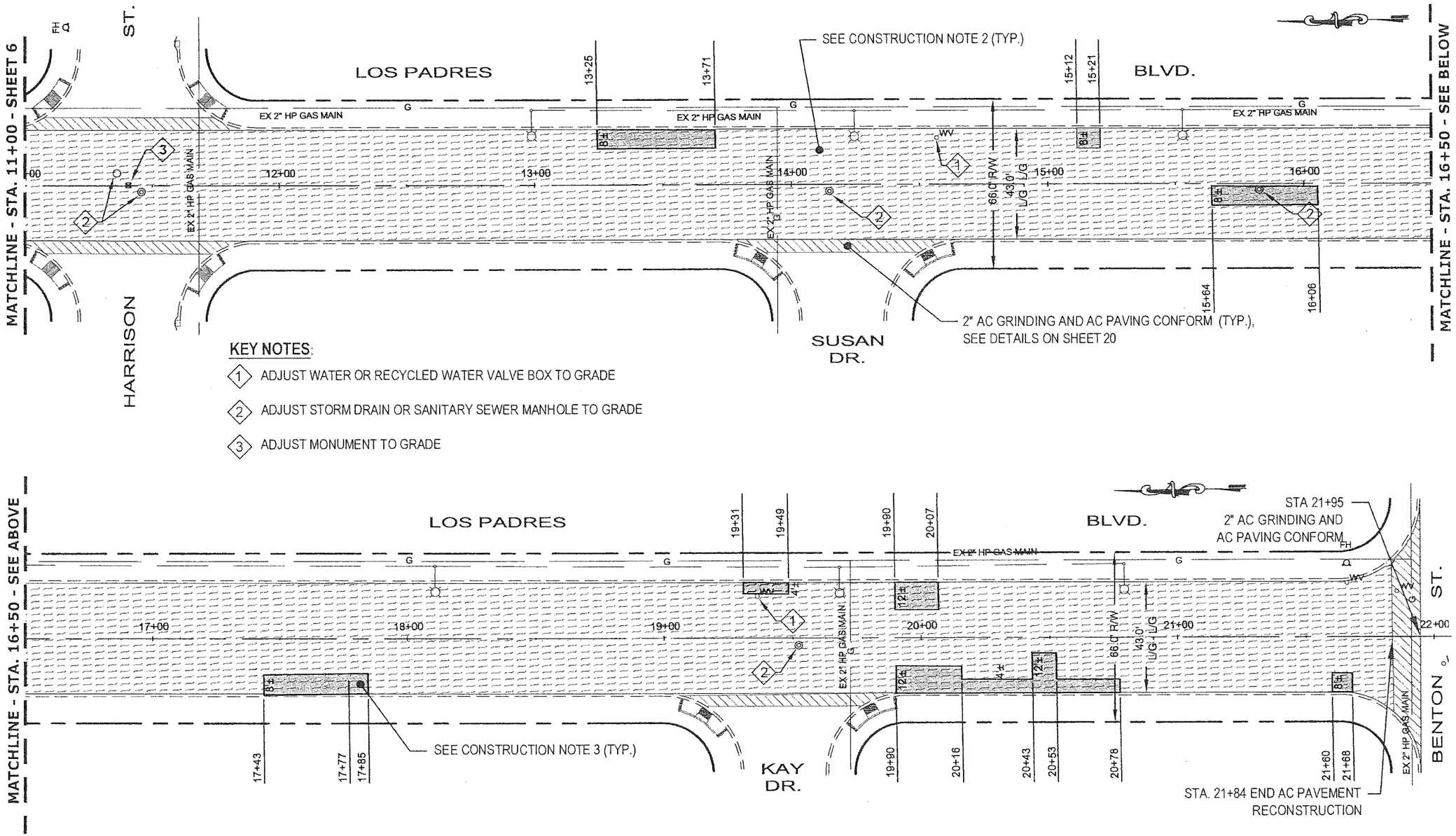
PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LOS PADRES BOULEVARD
STA. 0+57 TO STA. 11+00

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 6 OF 23



KEY NOTES:

1. ADJUST WATER OR RECYCLED WATER VALVE BOX TO GRADE
2. ADJUST STORM DRAIN OR SANITARY SEWER MANHOLE TO GRADE
3. ADJUST MONUMENT TO GRADE

NOT FOR CONSTRUCTION

CONSTRUCTION NOTES:

1. Contractor must locate and tie (mark) all existing utilities within the AC reconstruction area prior to start of work per Specifications. All utilities must be protected in place and accessible at all times.
2. Limits of AC pavement reconstruction: Grind 3" thick ex. AC and replace with new 1" AC leveling course, install pavement reinforcing grid (GlasGrid® 8512, or approved equal) and 2" AC reconstruction. See Sheet 19 of these Plans for typical cross-section details.
3. Limits of 4" AC failure repair. Replace with 4" new AC. See Sheet 19 of these Plans for typical cross-section details.
4. For protection of ex. trees, refer to Sub-section 6.7 of Section 02020, Landscaping and Irrigation, of the Contract Documents.

KNOW WHAT'S BELOW CALL BEFORE YOU DIG OR 1-800-227-2600

PROJECT No. CE 13-14-04
ACCOUNT No. 533-4443-80300-1371-(G)STP14

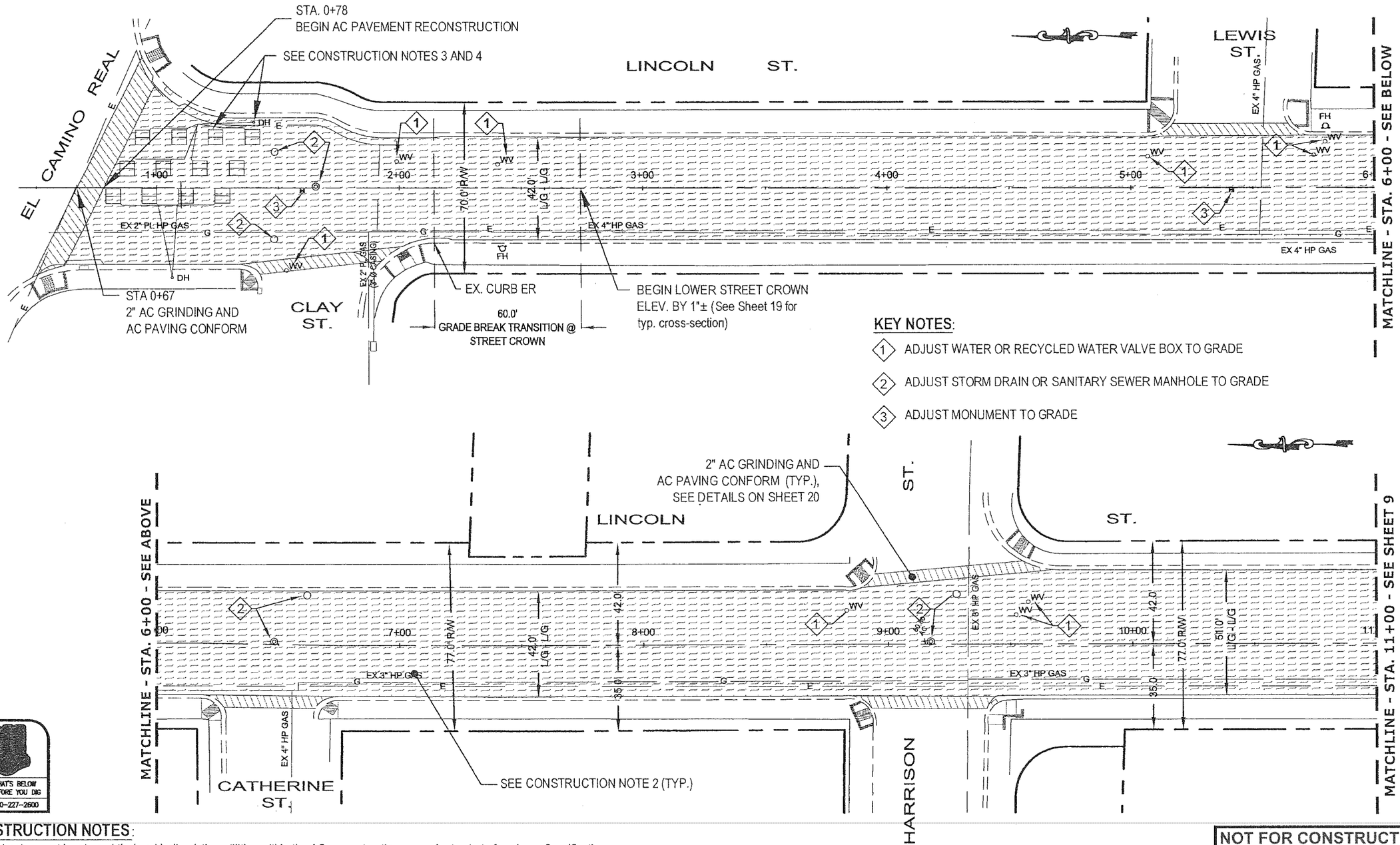
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LOS PADRES BOULEVARD
STA. 11+00 TO STA. 21+95

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 7 OF 23



KEY NOTES:

1. ADJUST WATER OR RECYCLED WATER VALVE BOX TO GRADE
2. ADJUST STORM DRAIN OR SANITARY SEWER MANHOLE TO GRADE
3. ADJUST MONUMENT TO GRADE

KNOW WHAT'S BELOW
CALL BEFORE YOU DIG
OR 1-800-227-2600

NOT FOR CONSTRUCTION

CONSTRUCTION NOTES:

1. Contractor must locate and tie (mark) all existing utilities within the AC reconstruction area prior to start of work per Specifications. All utilities must be protected in place and accessible at all times.
2. Limits of AC pavement reconstruction: Grind/remove 5" thick ex. AC to expose ex. PCC pavement, replace with 1" thick AC leveling course, install pavement reinforcing grid (GlasGrid® 8512, or approved equal), and new 4" AC.
3. Install a new detector handhole (Christy) G5 box and lid, or approved equal.
4. Remove and replace traffic signal loop detectors per details on Sheet 16 and Sheet 23 of these Plans.
5. For protection of ex. trees, refer to Sub-section 6.7 of Section 02020, Landscaping and Irrigation, of the Contract Documents.

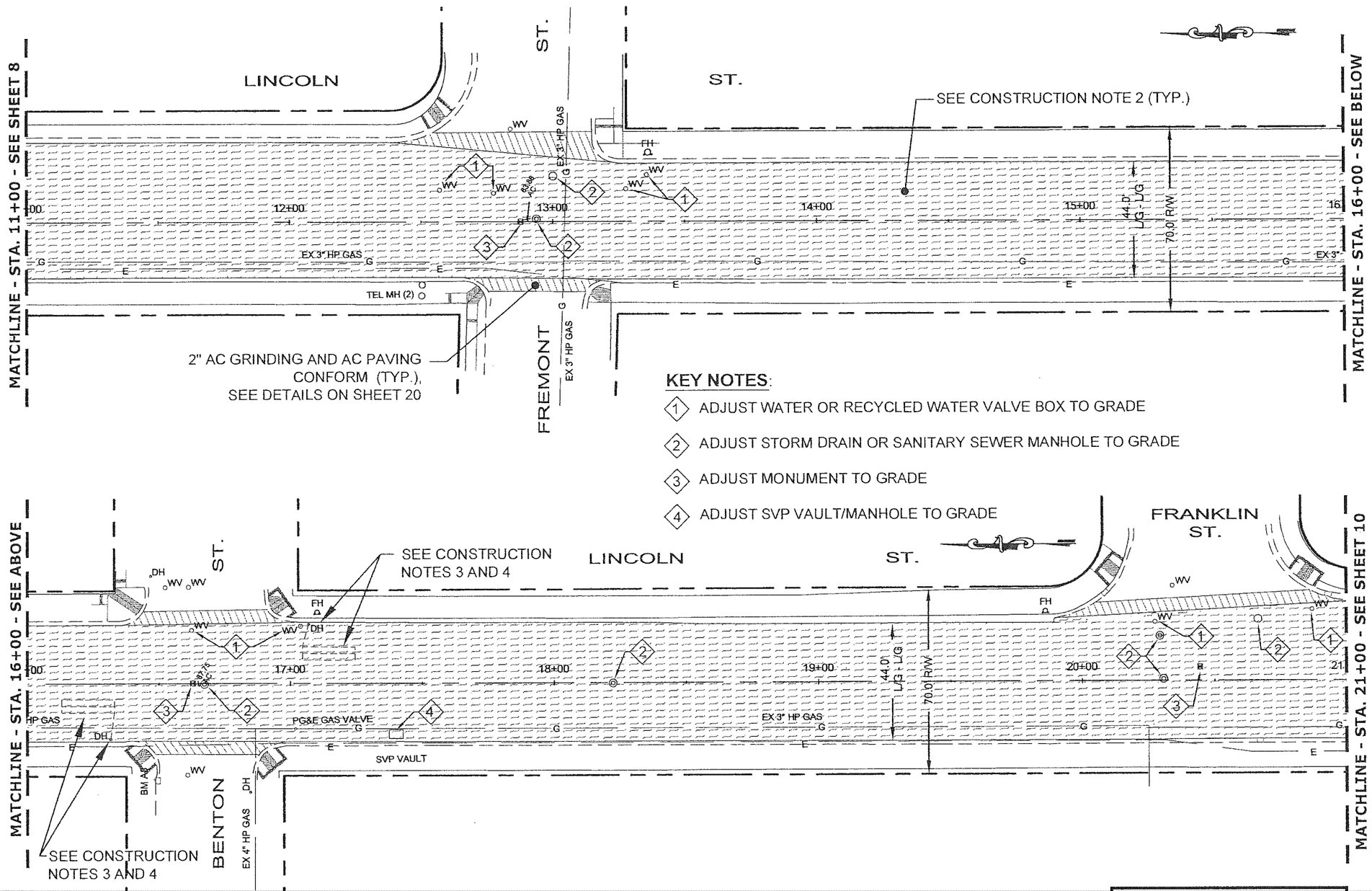
PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LINCOLN STREET
STA. 0+67 TO STA. 11+00

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 8 OF 23



KEY NOTES:

1. ADJUST WATER OR RECYCLED WATER VALVE BOX TO GRADE
2. ADJUST STORM DRAIN OR SANITARY SEWER MANHOLE TO GRADE
3. ADJUST MONUMENT TO GRADE
4. ADJUST SVP VAULT/MANHOLE TO GRADE

KNOW WHAT'S BELOW
CALL BEFORE YOU DIG
OR 1-800-227-2600

CONSTRUCTION NOTES:

1. Contractor must locate and tie (mark) all existing utilities within the AC reconstruction area prior to start of work per Specifications. All utilities must be protected in place and accessible at all times.
2. Limits of AC pavement reconstruction: Grind/remove 5" thick ex. AC to expose ex. PCC pavement, replace with 1" thick AC leveling course, install pavement reinforcing grid (GlasGrid ® 8512, or approved equal), and new 4" AC.
3. Install a new detector handhole (Christy) G5 box and lid, or approved equal.
4. Remove and replace traffic signal loop detectors per details on Sheet 17 and Sheet 23 of these Plans.
5. For protection of ex. trees, refer to Sub-section 6.7 of Section 02020, Landscaping and Irrigation, of the Contract Documents.

NOT FOR CONSTRUCTION

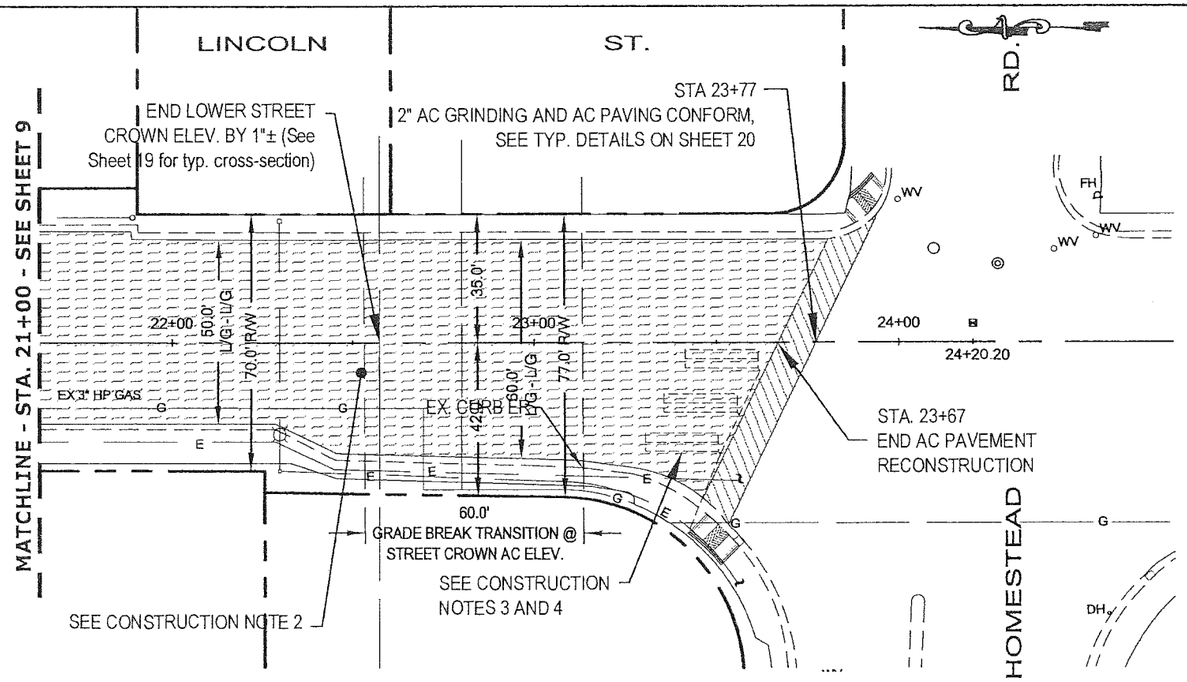
PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LINCOLN STREET
STA. 11+00 TO STA. 21+00

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 9 OF 25



KEY NOTES:

1. ADJUST WATER OR RECYCLED WATER VALVE BOX TO GRADE
2. ADJUST STORM DRAIN OR SANITARY SEWER MANHOLE TO GRADE
3. ADJUST MONUMENT TO GRADE

KNOW WHAT'S BELOW
CALL BEFORE YOU DIG
OR 1-800-227-2600

CONSTRUCTION NOTES:

1. Contractor must locate and tie (mark) all existing utilities within the AC reconstruction area prior to start of work per Specifications. All utilities must be protected in place and accessible at all times.
2. Limits of AC pavement reconstruction: Grind/remove 5" thick ex. AC to expose ex. PCC pavement, replace with 1" thick AC leveling course, install pavement reinforcing grid (GlasGrid ® 8512, or approved equal), and new 4" AC.
3. Install a new detector handhole (Christy) G5 box and lid, or approved equal.
4. Remove and replace traffic signal loop detectors per details on Sheet 18 and Sheet 23 of these Plans.
5. For protection of ex. trees, refer to Sub-section 6.7 of Section 02020, Landscaping and Irrigation, of the Contract Documents.

NOT FOR CONSTRUCTION

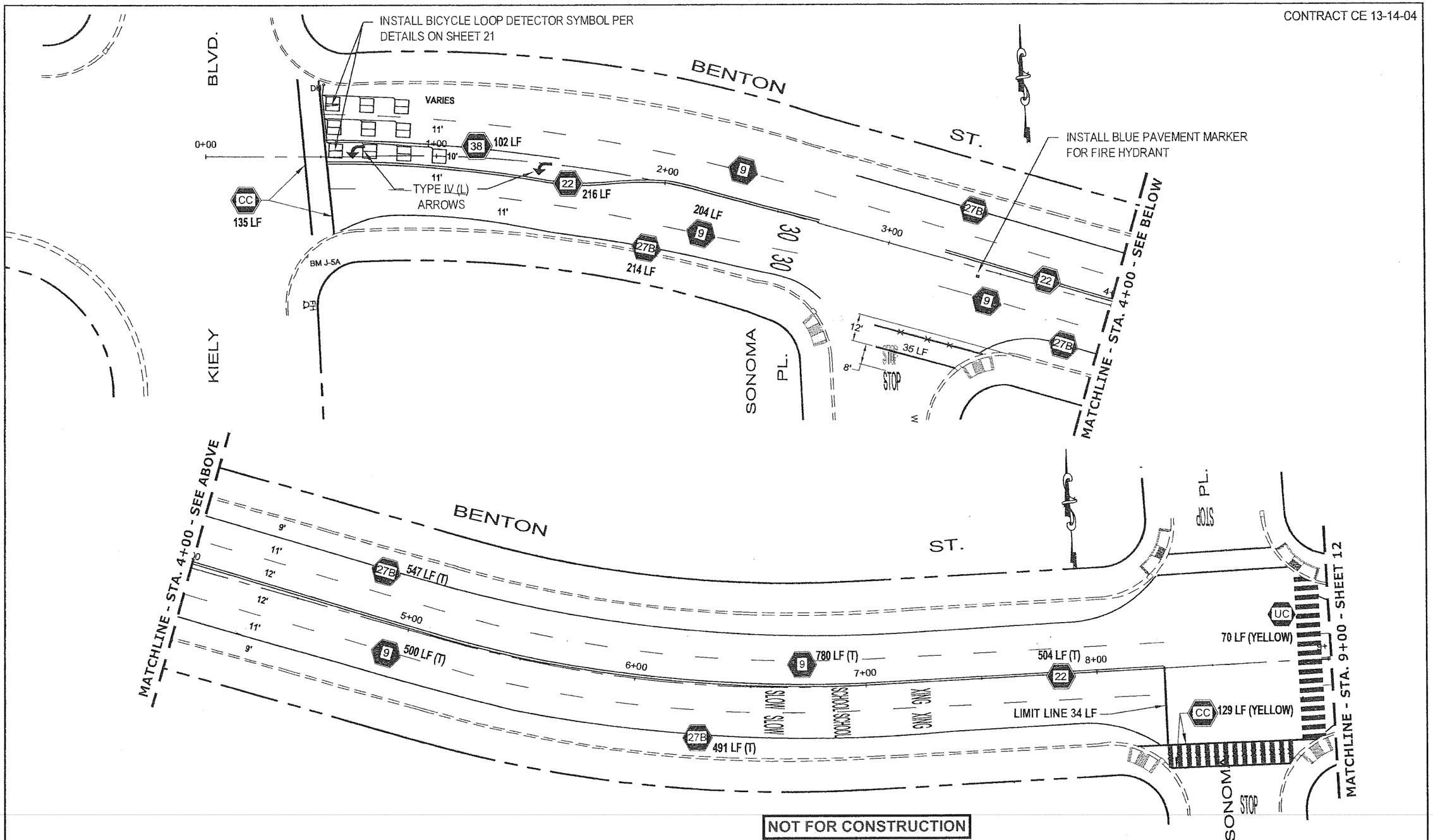
PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LINCOLN STREET
STA. 21+00 TO STA. 23+77

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 10 OF 24



NOT FOR CONSTRUCTION

STRIPING GENERAL NOTES:

1. (#) NUMBER REFERS TO TRAFFIC LINE DETAIL NUMBER. SEE STRIPING DETAILS ON SHEET 22.
2. (CC) CONTROLLED CROSSWALK - SEE CROSSWALK MARKING DETAILS ON SHEET 23.
3. FOR PAVEMENT MARKINGS SEE SHEET 21.

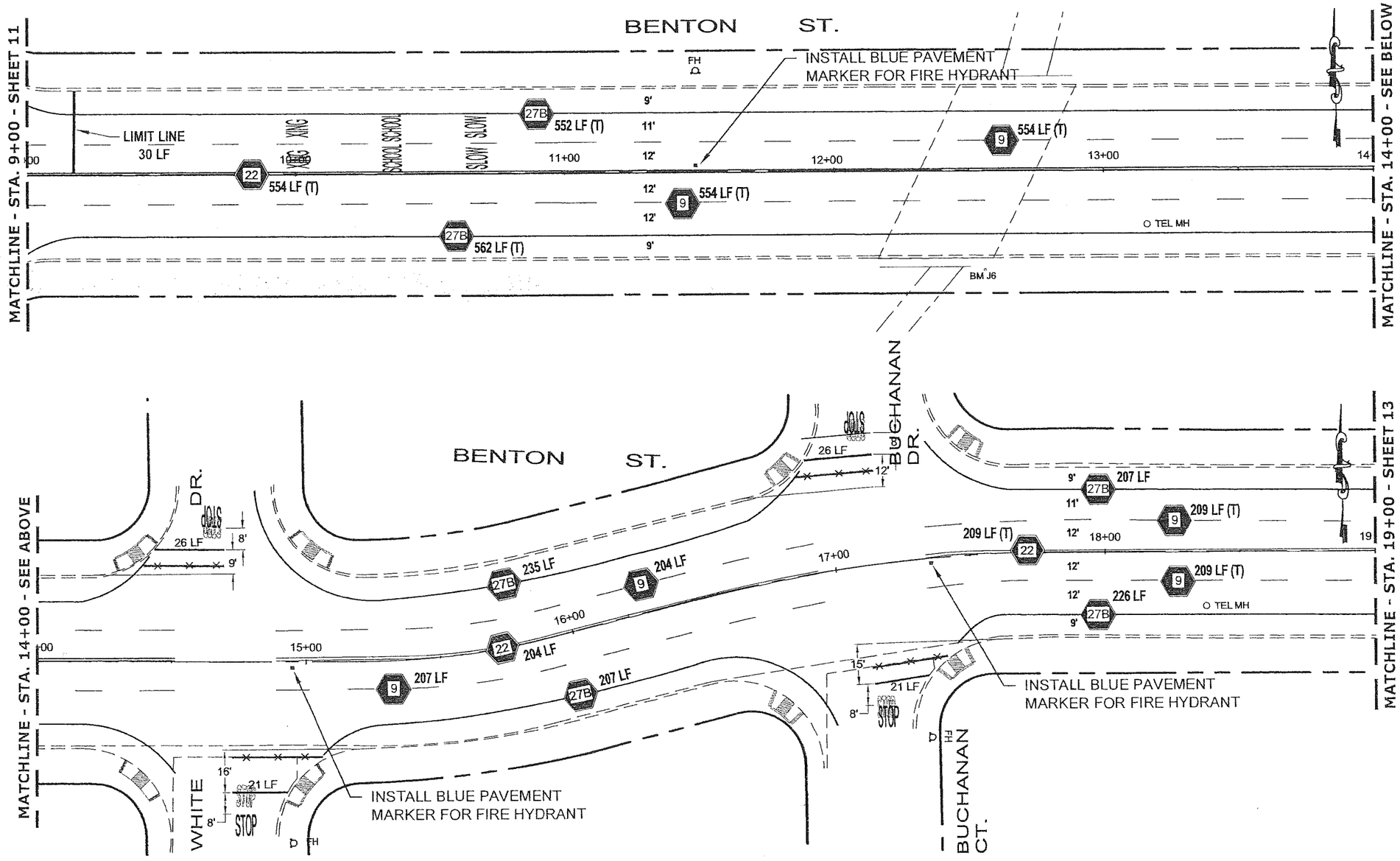
PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
BENTON STREET STRIPING PLAN
STA. 0+43 TO STA. 9+00

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 11 OF 23



NOT FOR CONSTRUCTION

STRIPING GENERAL NOTES:

1. (#) NUMBER REFERS TO TRAFFIC LINE DETAIL NUMBER. SEE STRIPING DETAILS ON SHEET 22.
2. (CC) CONTROLLED CROSSWALK - SEE CROSSWALK MARKING DETAILS ON SHEET 23.
3. FOR PAVEMENT MARKINGS SEE SHEET 21.

PROJECT No. CE 13-14-04
ACCOUNT No. 533-4443-80300-1371-(G)STP14

DATE	No.	REVISION	BY
02/2014		100% Plans	FP

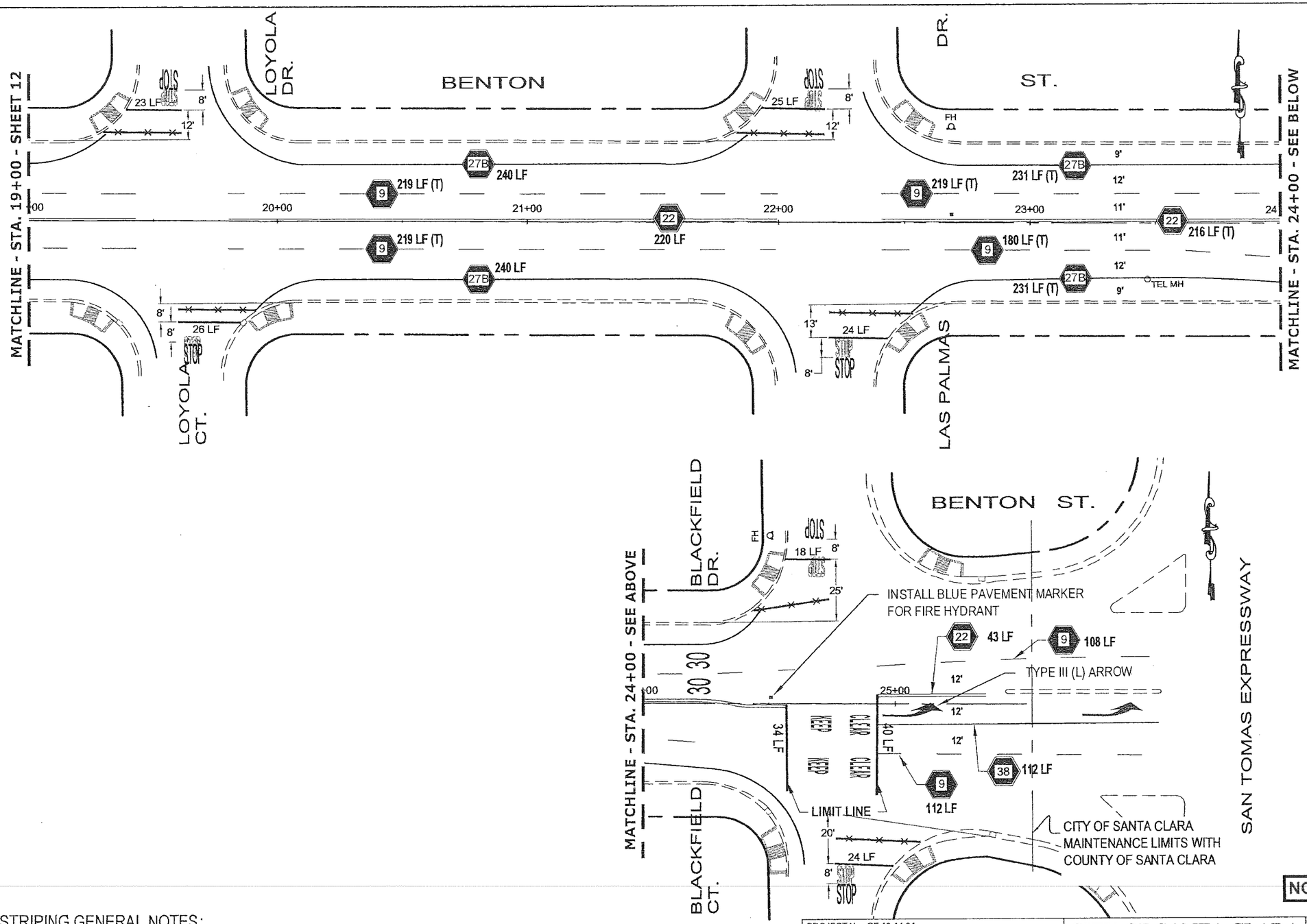
CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
BENTON STREET STRIPING PLAN
STA. 9+00 TO STA. 19+00

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 12 OF 23

CONTRACT CE 13-14-04



NOT FOR CONSTRUCTION

STRIPING GENERAL NOTES:

1. (#) NUMBER REFERS TO TRAFFIC LINE DETAIL NUMBER. SEE STRIPING DETAILS ON SHEET 22.
2. (CC) CONTROLLED CROSSWALK - SEE CROSSWALK MARKING DETAILS ON SHEET 23.
3. FOR PAVEMENT MARKINGS SEE SHEET 21.

PROJECT No. CE 13-14-04
ACCOUNT No. 533-4443-80300-1371-(G)STP14

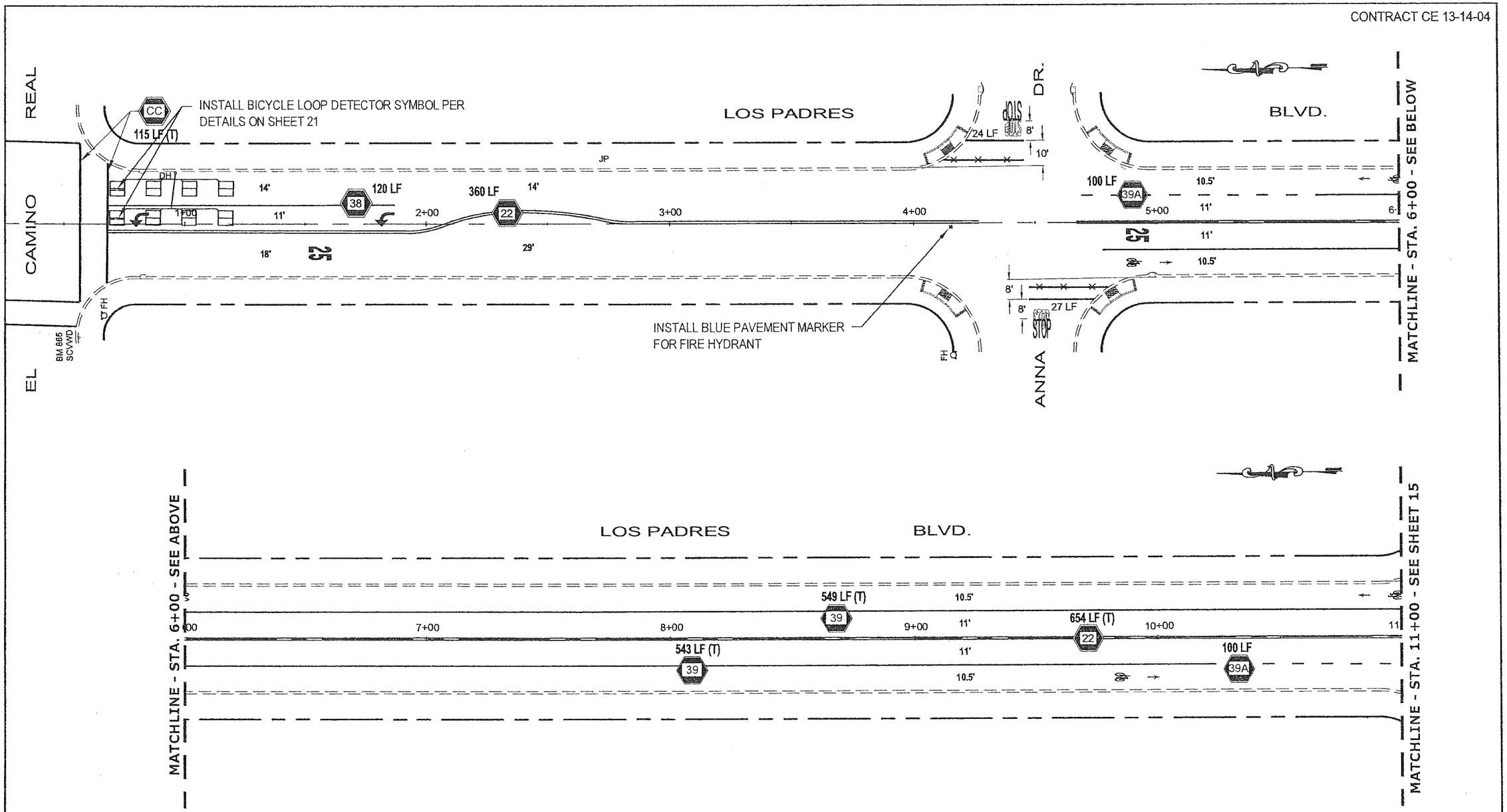
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
BENTON STREET STRIPING PLAN
STA. 19+00 TO STA. 25+55

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 13 OF 23



NOT FOR CONSTRUCTION

STRIPING GENERAL NOTES:

1. # NUMBER REFERS TO TRAFFIC LINE DETAIL NUMBER. SEE STRIPING DETAILS ON SHEET 22.
2. CC CONTROLLED CROSSWALK - SEE CROSSWALK MARKING DETAILS ON SHEET 23.
3. FOR PAVEMENT MARKINGS SEE SHEET 21.

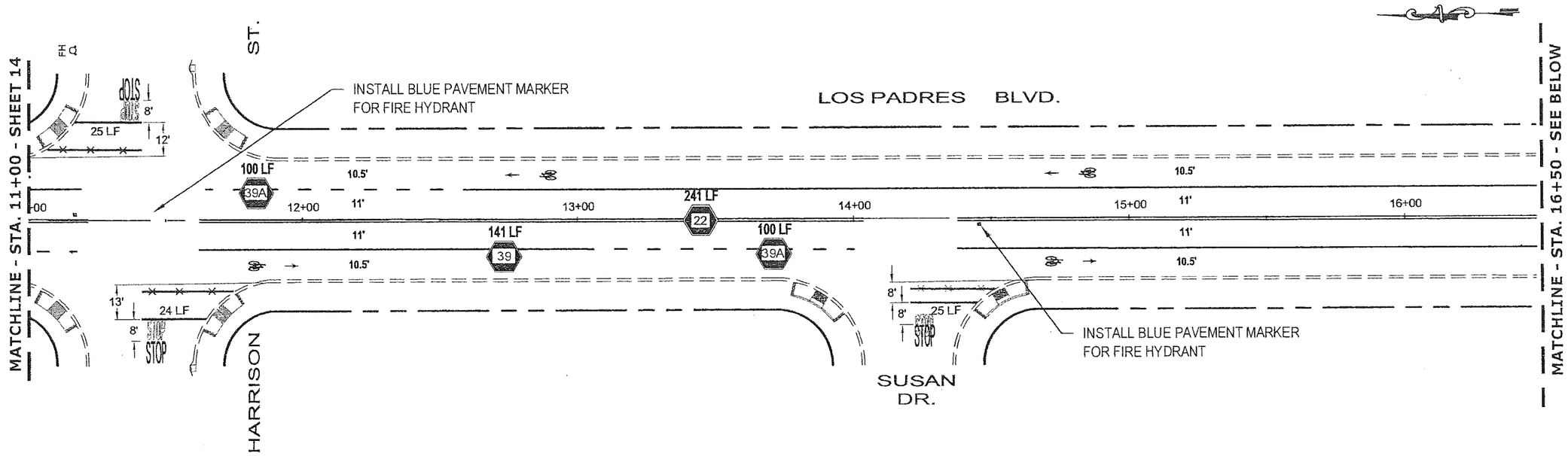
PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

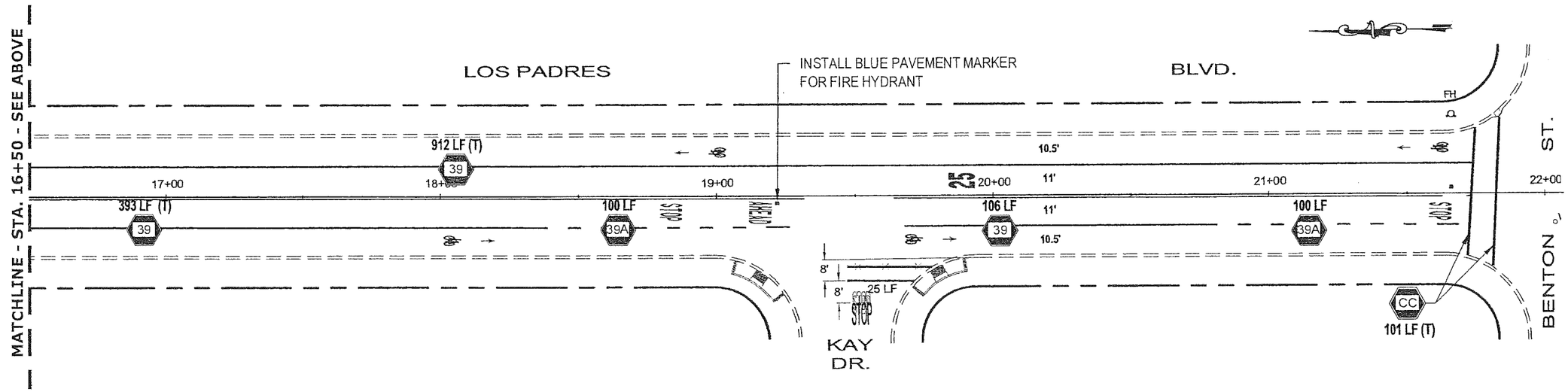
CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LOS PADRES BOULEVARD STRIPING PLAN
STA. 0+57 TO STA. 11+00

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 14 OF 23





NOT FOR CONSTRUCTION

STRIPING GENERAL NOTES:

1. (#) NUMBER REFERS TO TRAFFIC LINE DETAIL NUMBER. SEE STRIPING DETAILS ON SHEET 22.
2. (CC) CONTROLLED CROSSWALK - SEE CROSSWALK MARKING DETAILS ON SHEET 23.
3. FOR PAVEMENT MARKINGS SEE SHEET 21.

PROJECT No. CE 13-14-04
ACCOUNT No. 533-4443-80300-1371-(G)STP14

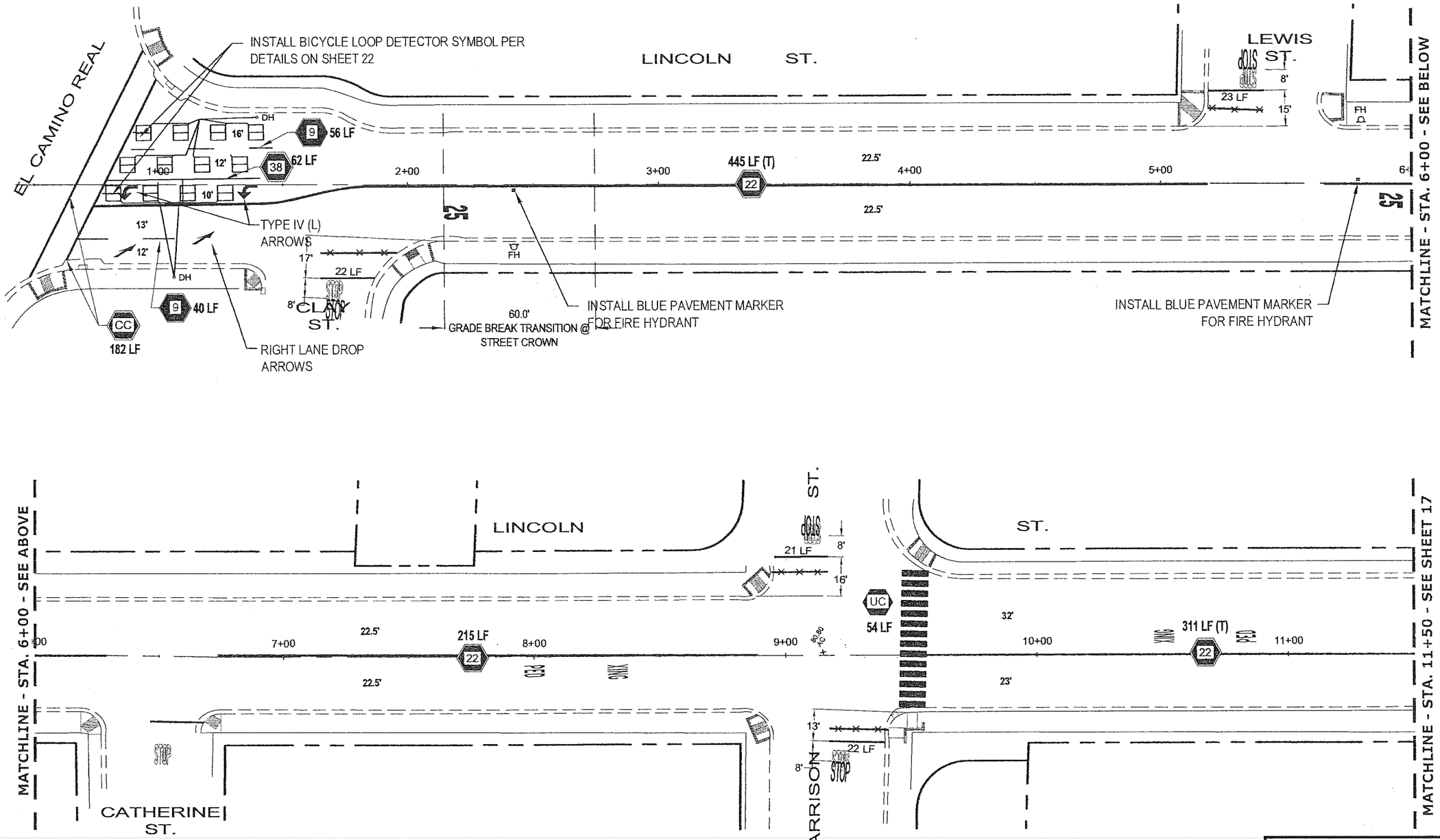
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LOS PADRES BOULEVARD STRIPING PLAN
STA. 11+00 TO STA. 21+82

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 15 OF 23



NOT FOR CONSTRUCTION

STRIPING GENERAL NOTES:

1. (#) NUMBER REFERS TO TRAFFIC LINE DETAIL NUMBER. SEE STRIPING DETAILS ON SHEET 22.
2. (CC) CONTROLLED CROSSWALK - SEE CROSSWALK MARKING DETAILS ON SHEET 23.
3. FOR PAVEMENT MARKINGS SEE SHEET 21.

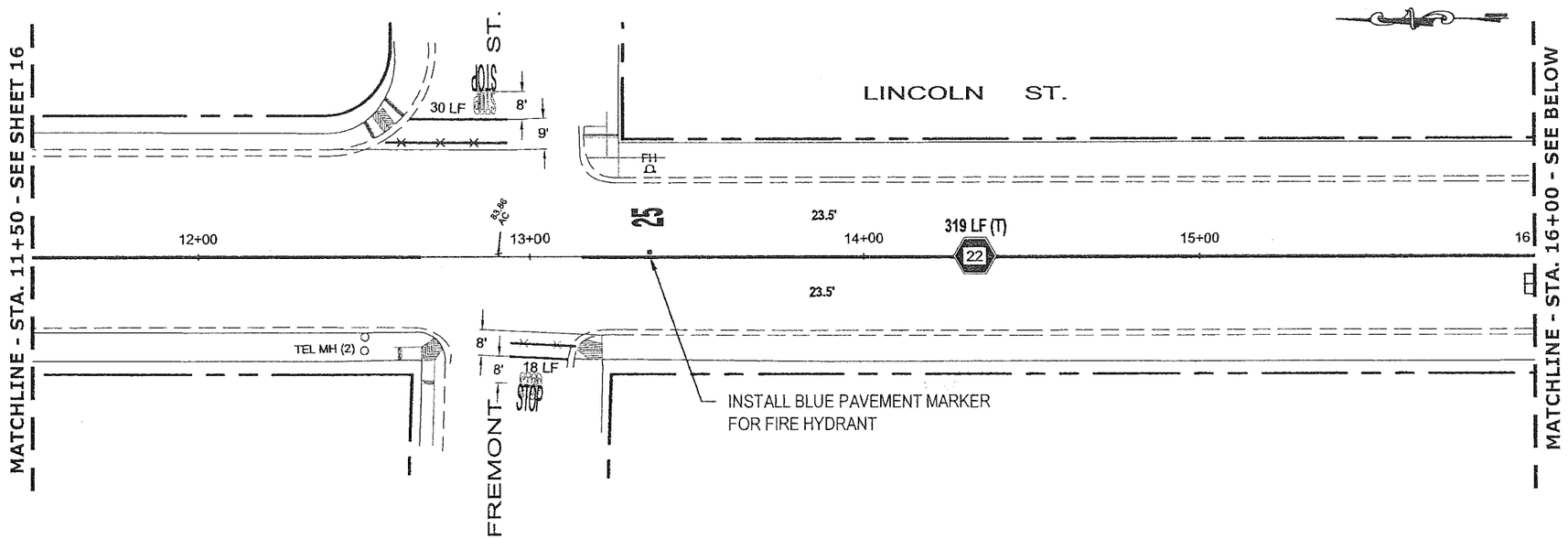
PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

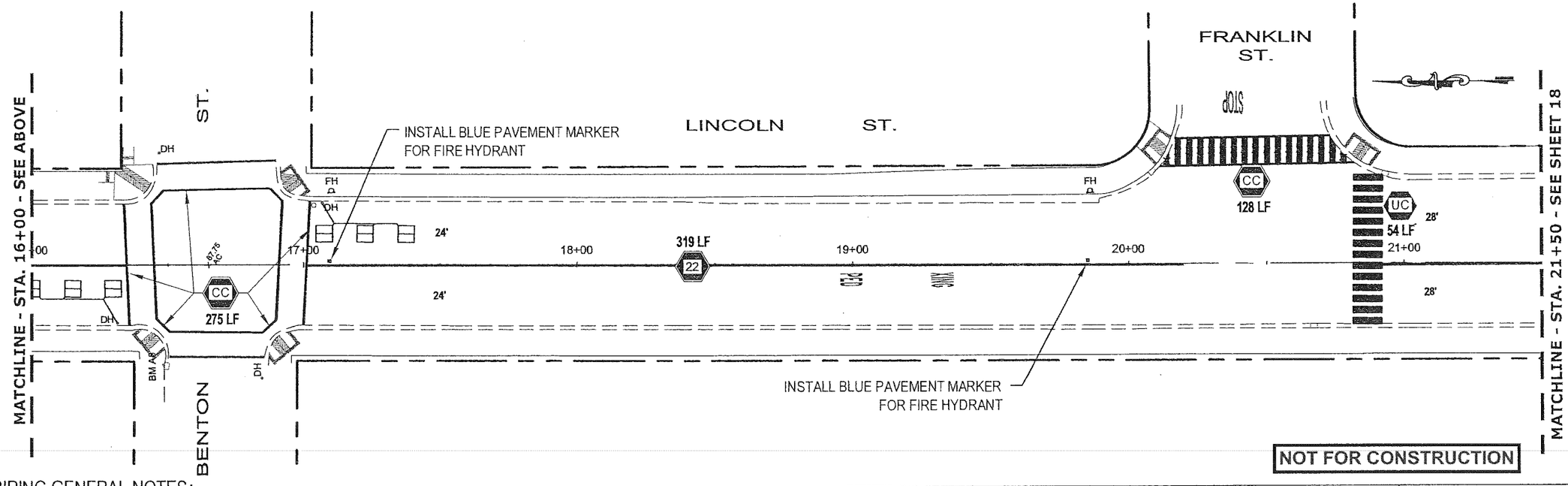
CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LINCOLN STREET STRIPING PLAN
STA. 0+67 TO STA. 11+50

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 16 OF 23





NOT FOR CONSTRUCTION

STRIPING GENERAL NOTES:

1. (#) NUMBER REFERS TO TRAFFIC LINE DETAIL NUMBER. SEE STRIPING DETAILS ON SHEET 22.
2. (CC) CONTROLLED CROSSWALK - SEE CROSSWALK MARKING DETAILS ON SHEET 23.
3. FOR PAVEMENT MARKINGS SEE SHEET 21.

PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

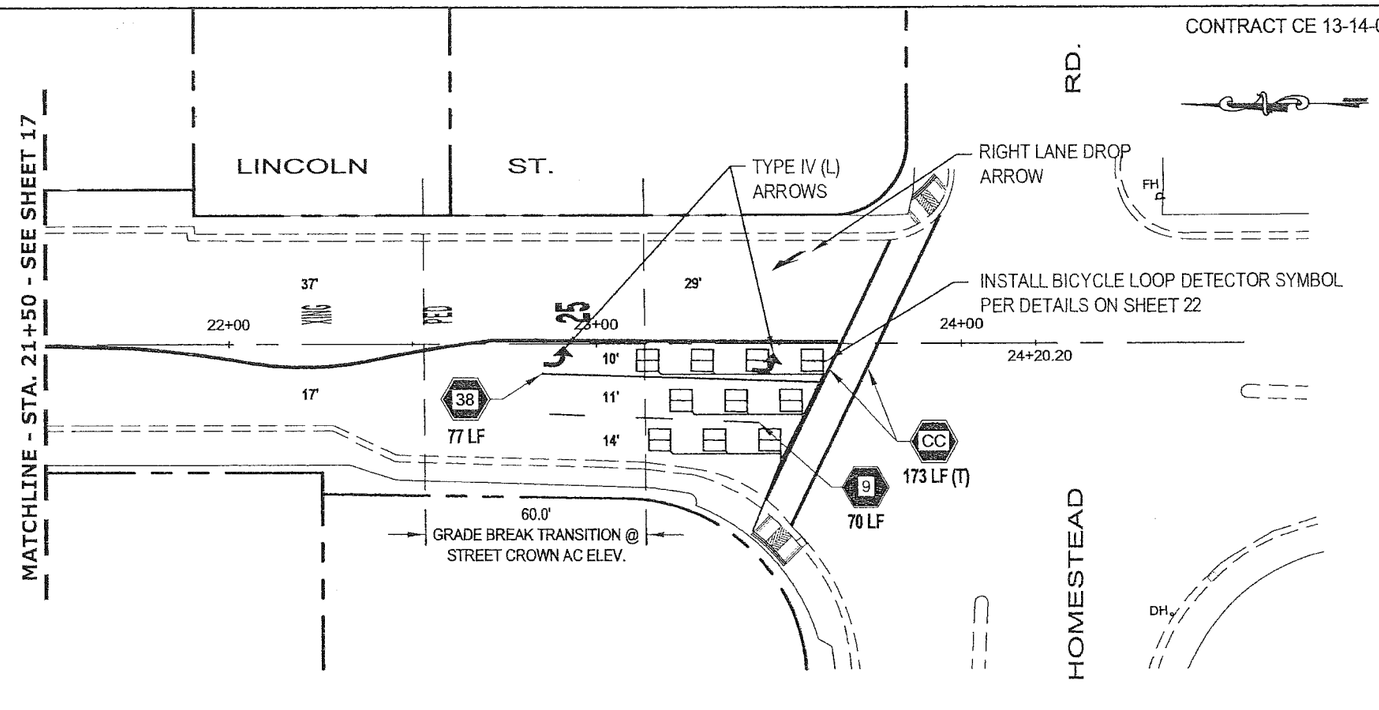
CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LINCOLN STREET STRIPING PLAN
STA. 11+50 TO STA. 21+50

SCALE: 1" = 40'

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 17 OF 23

CONTRACT CE 13-14-04



NOT FOR CONSTRUCTION

STRIPING GENERAL NOTES:

1. # NUMBER REFERS TO TRAFFIC LINE DETAIL NUMBER. SEE STRIPING DETAILS ON SHEET 22.
2. CC CONTROLLED CROSSWALK - SEE CROSSWALK MARKING DETAILS ON SHEET 23.
3. FOR PAVEMENT MARKINGS SEE SHEET 21.

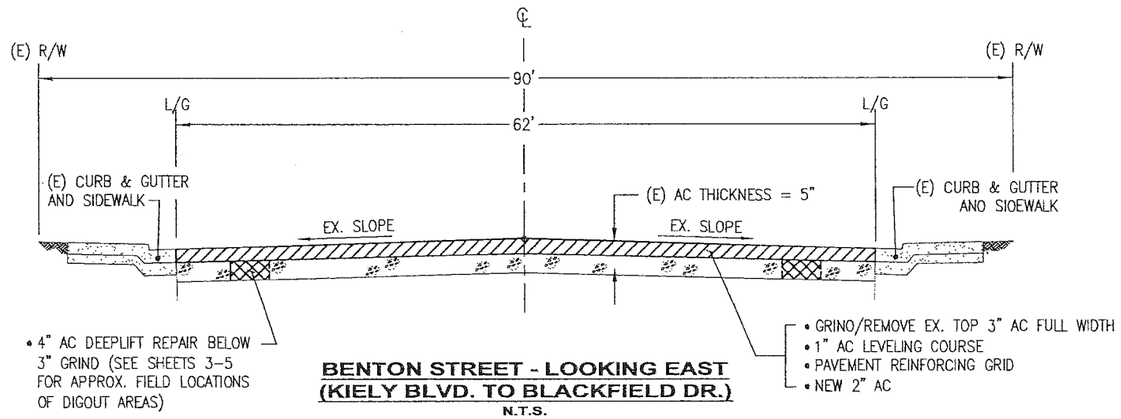
PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

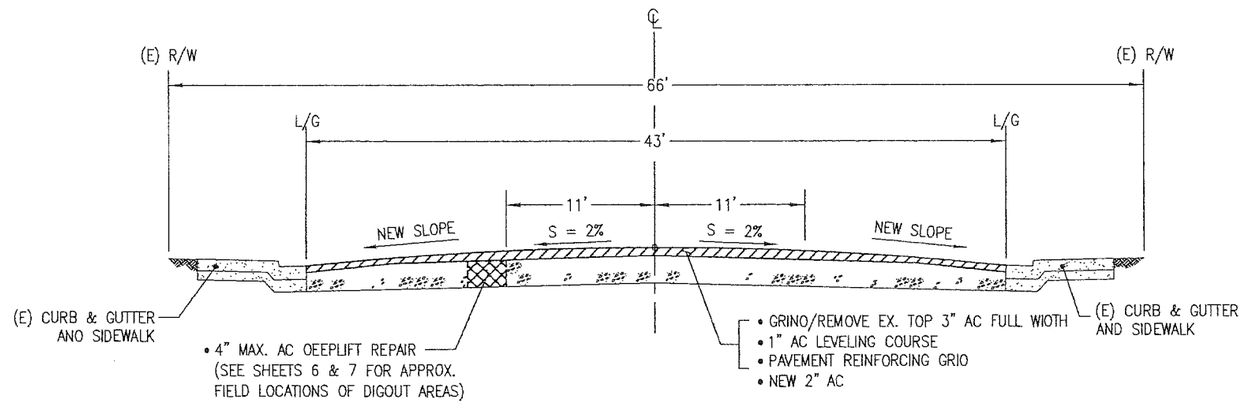
SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
LINCOLN STREET STRIPING PLAN
STA. 21+50 TO STA. 23+77

SCALE: 1" = 40'

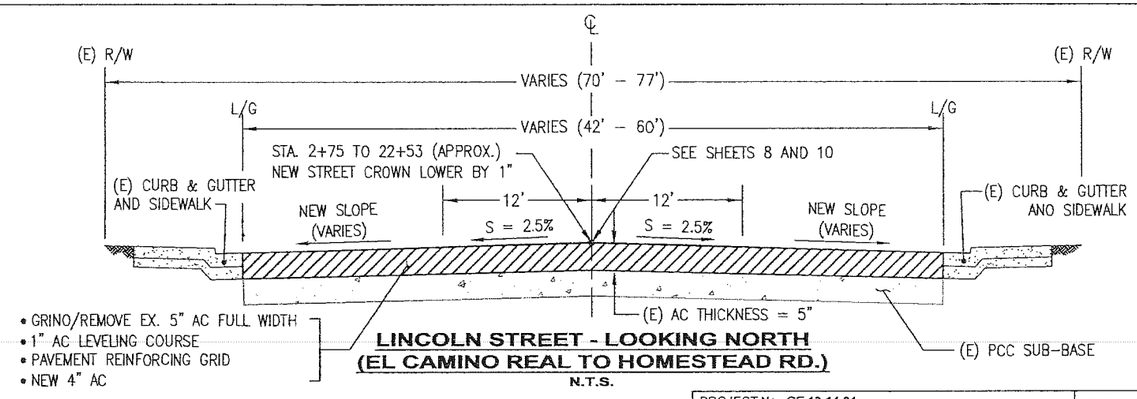
APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 18 OF 23



BENTON STREET - LOOKING EAST
(KIELY BLVD. TO BLACKFIELD DR.)
N.T.S.



LOS PADRES BOULEVARD - LOOKING NORTH
(EL CAMINO REAL TO BENTON ST.)
N.T.S.



LINCOLN STREET - LOOKING NORTH
(EL CAMINO REAL TO HOMESTEAD RD.)
N.T.S.

NOT FOR CONSTRUCTION

PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

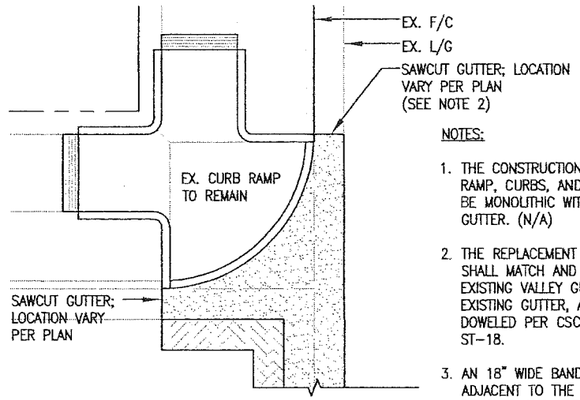
CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT

TYPICAL STREET CROSS-SECTIONS

SCALE: AS NOTED

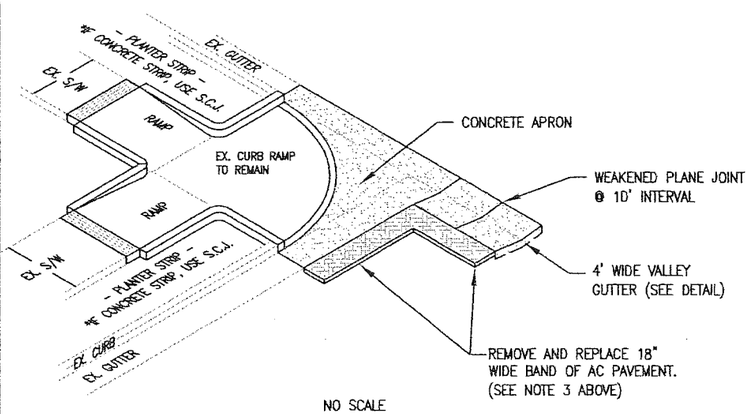
APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 19 OF 23



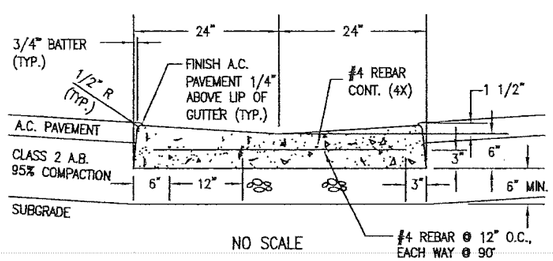
NO SCALE

NOTES:

1. THE CONSTRUCTION OF THE CURB RAMP, CURBS, AND GUTTER SHALL BE MONOLITHIC WITH THE VALLEY GUTTER. (N/A)
2. THE REPLACEMENT VALLEY GUTTER SHALL MATCH AND CONFORM TO THE EXISTING VALLEY GUTTER AND EXISTING GUTTER, AND SHALL BE DOWELED PER CSC STANDARD DETAIL ST-18.
3. AN 18" WIDE BAND OF AC PAVEMENT ADJACENT TO THE GUTTER SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF APPENDIX A (GENERAL NOTES) PER CSC STANDARD DETAILS.



NO SCALE

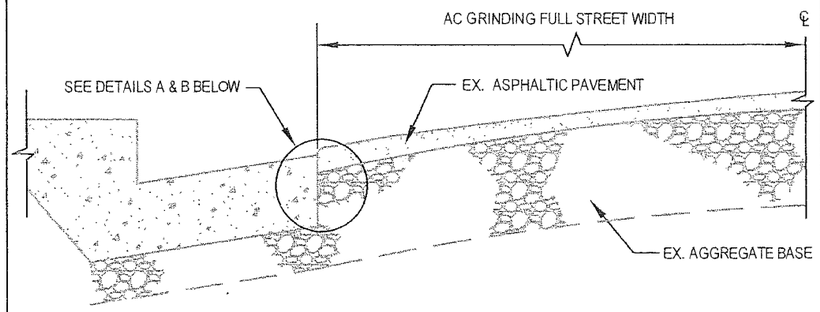


NO SCALE

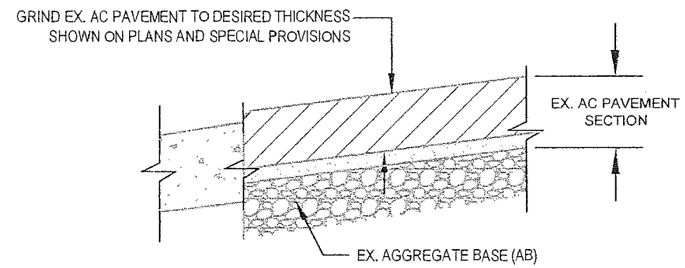
NOTES:

1. CONCRETE VALLEY GUTTER SHALL BE INSTALLED PRIOR TO PAVING.
2. INSTALL WEAKENED PLANE JOINTS AT 10' INTERVALS (MAX).

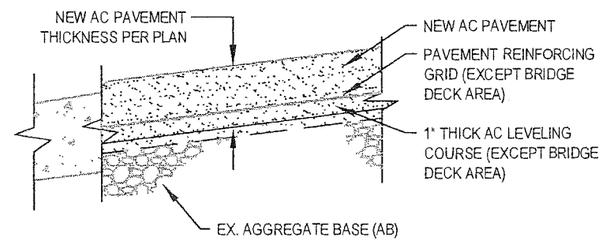
CONCRETE VALLEY GUTTER DETAIL
N.T.S.



TYPICAL SECTION
N.T.S.

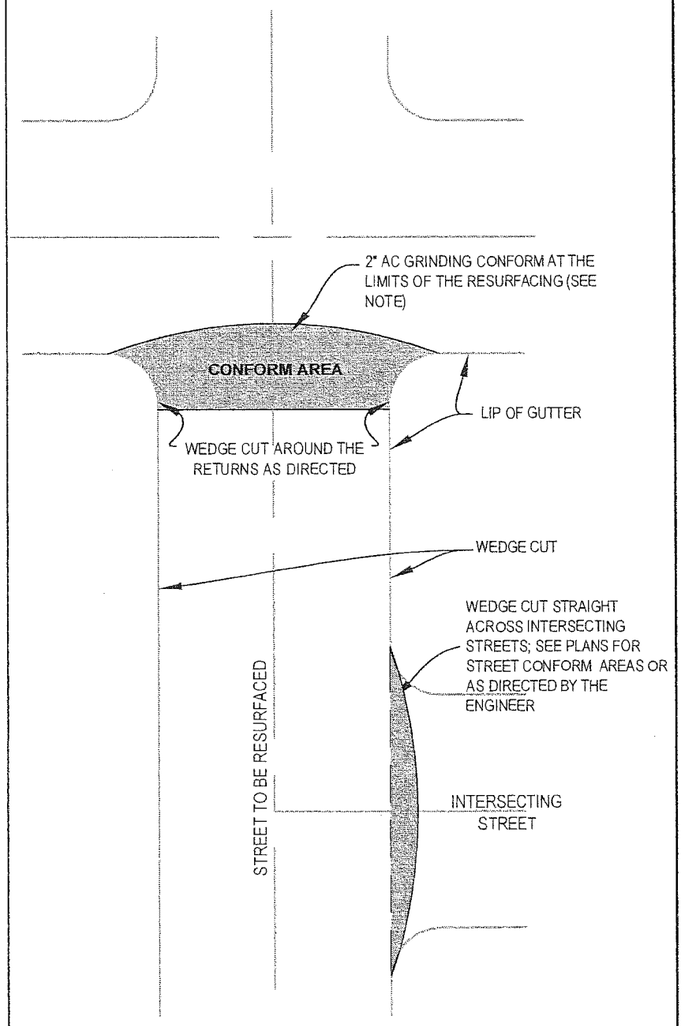


GRINDING DETAIL A
N.T.S.



PAVING DETAIL B
N.T.S.

TYPICAL AC GRINDING/PAVING DETAIL
N.T.S.



CONFORMS AND WEDGE CUT LIMITS
N.T.S.

NOTE:

CONFORM LIMITS SHALL BE DETERMINED BY THE ENGINEER IN THE FIELD, SO AS TO PROVIDE SMOOTH TRANSITION.

NOT FOR CONSTRUCTION

PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

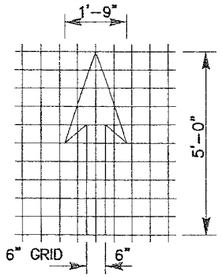
CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT

CONSTRUCTION DETAILS

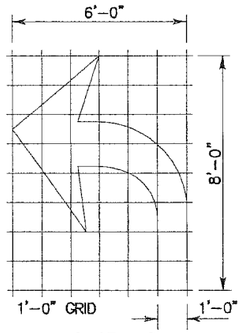
SCALE: N.T.S.

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 20 OF 23



A=7 sq ft

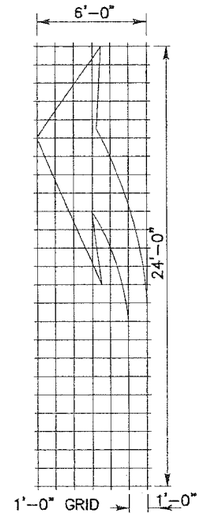
BIKE LANE ARROW



A=15 sq ft

TYPE IV (L) ARROW

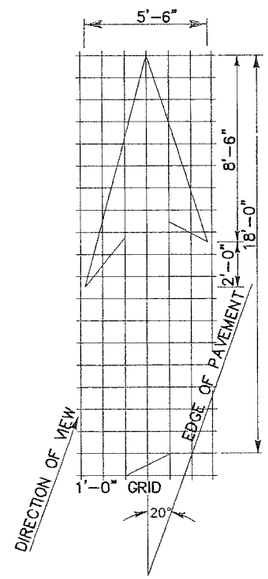
(FOR TYPE IV (R) ARROW, USE MIRROR IMAGE)



A=42 sq ft

TYPE III (L) ARROW

(FOR TYPE III (R) ARROW, USE MIRROR IMAGE)



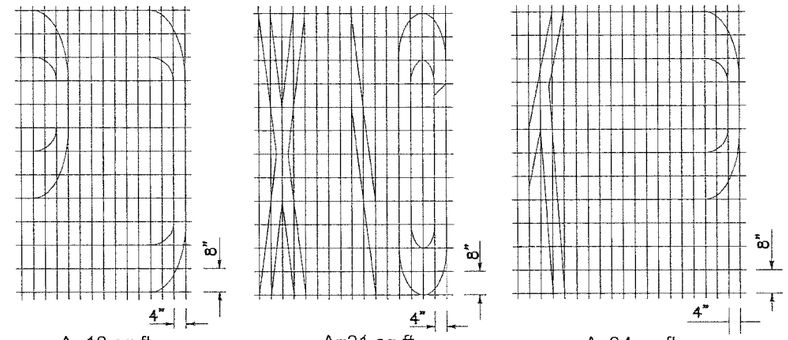
A=42 sq ft

TYPE VI ARROW

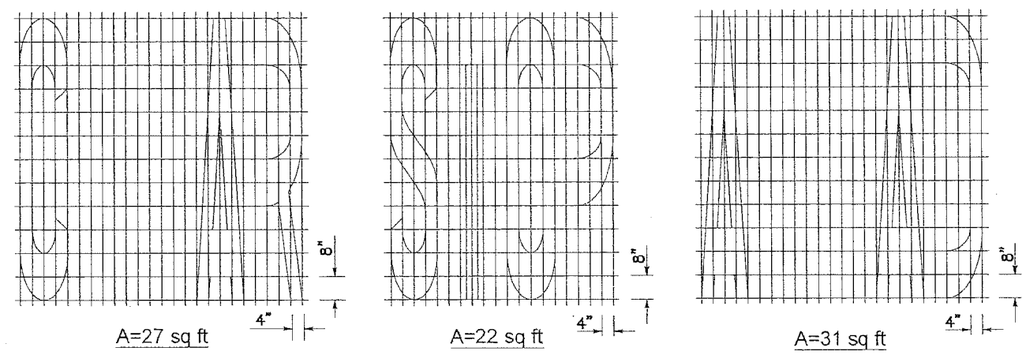
RIGHT LANE DROP ARROW (FOR LEFT LANE, USE MIRROR IMAGE)

ARROWS

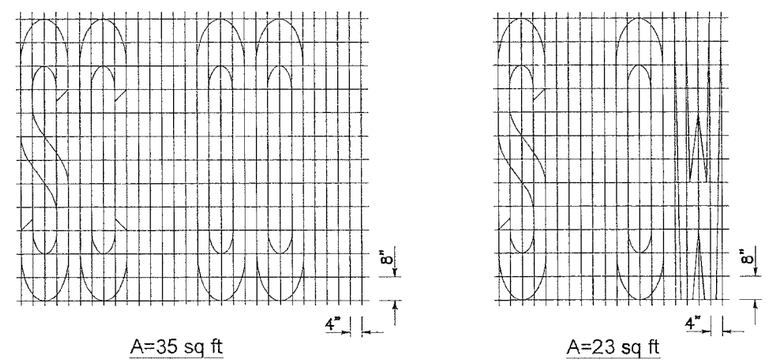
N.T.S.



A=18 sq ft A=21 sq ft A=24 sq ft



A=27 sq ft A=22 sq ft A=31 sq ft

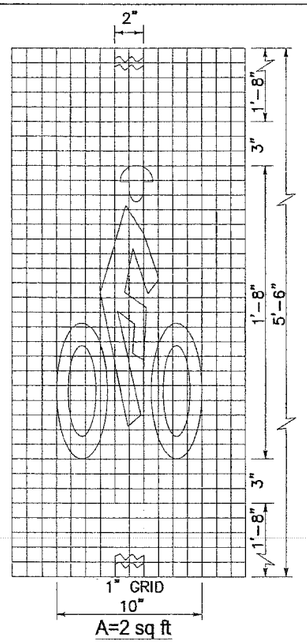


A=35 sq ft A=23 sq ft

MESSAGES/WORDS

N.T.S.

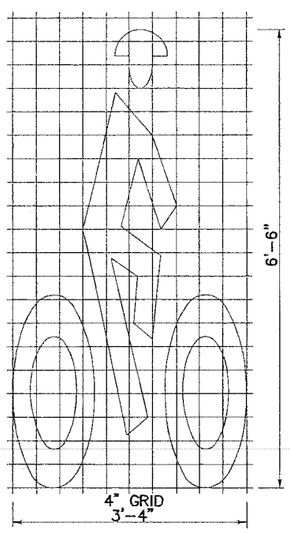
NOT FOR CONSTRUCTION



A=2 sq ft

BICYCLE LOOP DETECTOR SYMBOL

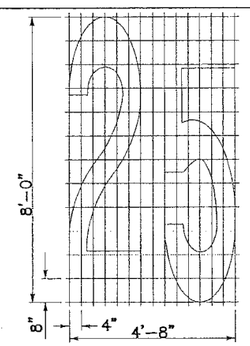
N.T.S.



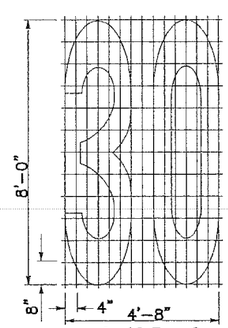
A=7 sq ft

BIKE LANE SYMBOL

N.T.S.



A=17.5 sq ft



A=16.5 sq ft

NUMERALS

N.T.S.

PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

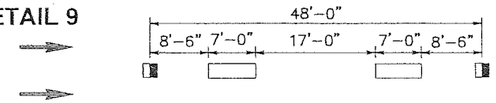
CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
PAVEMENT MARKINGS
TYPICAL DETAILS

SCALE: AS NOTED

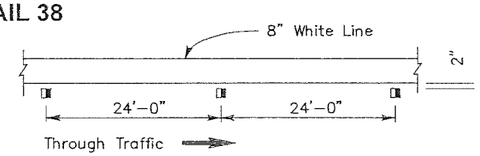
APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 21 OF 23

DETAIL 9

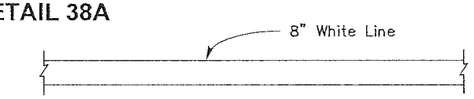


LANELINES
NTS

DETAIL 38

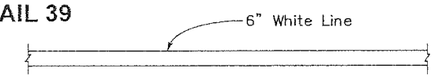


DETAIL 38A



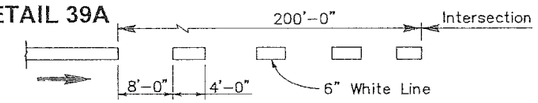
CHANNELIZING LINES
NTS

DETAIL 39



BIKE LANE LINE
NTS

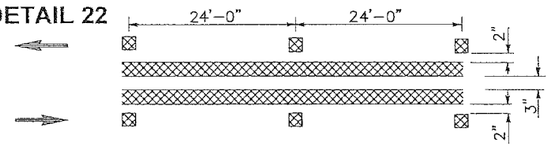
DETAIL 39A



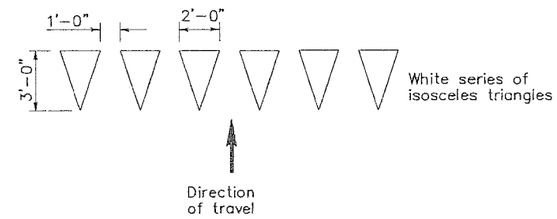
INTERSECTION LINE

BIKE LANE
NTS

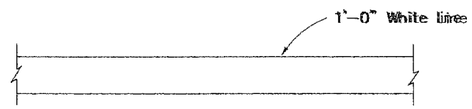
DETAIL 22



NO PASSING ZONES-TWO DIRECTION
NTS

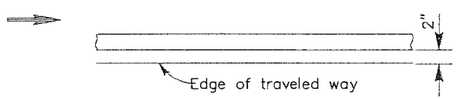


YIELD LINE

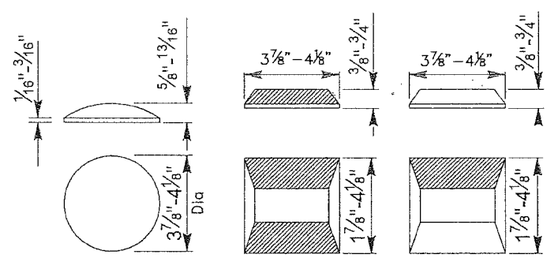


LIMIT LINE

DETAIL 27B



RIGHT EDGELINES
NTS



MARKER DETAILS
NTS

LEGEND

MARKERS

- TYPE A White Non-reflective
- TYPE AY Yellow Non-reflective
- TYPE C Red-clear Retroreflective
- TYPE D Two-way Yellow Retroreflective
- TYPE G One-way Clear Retroreflective
- TYPE H One-way Yellow Retroreflective

LINES

- 4" or 8" White
- 4" Yellow
- Direction of Travel

NOT FOR CONSTRUCTION

PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

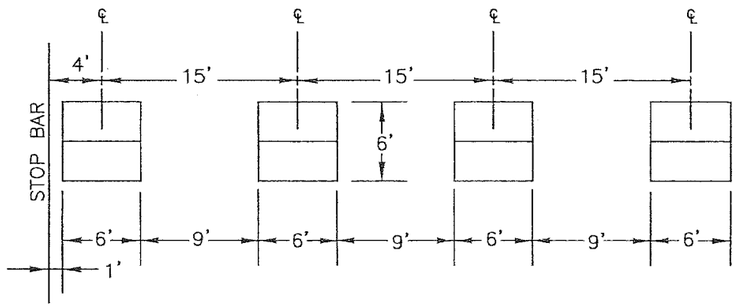
CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

SCALE: AS NOTED

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 22 OF 23

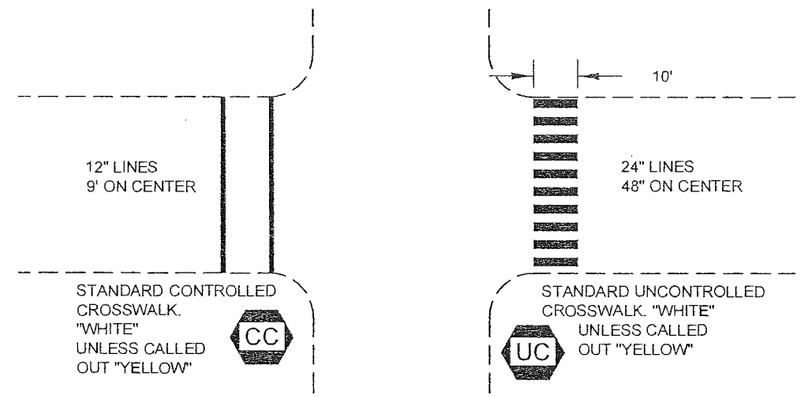


TYPICAL TRAFFIC SIGNAL LOOP DETECTOR SPACING DETAIL

N.T.S

GENERAL NOTES:

1. USE FOUR (4) LOOPS FOR LEFT TURNS.
2. USE THREE (3) LOOPS FOR STRAIGHT THROUGH.
3. LOOPS TO BE CUT IN A 6x6 QUAD CONFIGURATION. LOOP MARKS SHALL BE VERIFIED BY CITY TRAFFIC ENGINEERING STAFF (72 HRS. ADVANCE NOTIFICATION REQUIRED) UNLESS OTHRWISE NOTED.
4. DETECTOR LOOPS SHALL BE TYPE "Q". DETECTOR LOOP WIRE SHALL BE TYPE 1. LEAD-IN CABLE SHALL CONFORM TO TYPE B.
5. LOOP WIRING IS TO BE WRAPPED IN A 3-6-3 CONFIGURATION USING TYPE 1 AWG STRANDED COPPER CONDUCTOR WITH RHW-USE INSULATION.
6. EACH INDIVIDUAL LOOP WILL HAVE ITS WIRING BROUGHT INTO PROPER PULLBOX FOR CONNECTION TO TYPE B DETECTOR LEAD-IN CABLE (DLC). LOOP WIRING IN STREET SHALL ENTER A (G5 BOX) DETECTOR HANDHOLE AT THE LIP OF GUTTER.
7. SEALANT SHALL BE ELASTOMERIC OR HOT MELT RUBBERIZED ASPHALT. FINISHED PRODUCT MUST BE AT A MINIMUM STREET LEVEL OR ABOVE.
8. ANY TRAFFIC LOOP WIRE CONNECTION(S) TO BE LAID DOWN IN SIGNAL CABINET SHALL BE SOLDERED. DLC SHIELD CONDUCTORS ARE NOT TO BE BONDED TO THE GROUND BUT WRAPPED AROUND AND SECURED TO RESPECTIVE OWNER. THEY ARE NOT TO BE SHORTER THAN SIX INCHES (6").
9. ACCEPTABLE TESTING RESULTS FOR EACH INDIVIDUAL LOOP PAIR SHALL BE 126 MICRO-HENRIES INDUCTANCE AND INFINITE MEGA-OHMS TO GROUND. NO LOOP WIRING IS TO BE CONNECTED UNTIL TESTED AND APPROVED BY SILICON VALLEY POWER (SVP) STAFF (72 HOURS ADVANCE NOTIFICATION REQUIRED).
10. SEE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS, PAGES ES-5A AND ES-5B, FOR INSTALLATION DETAILS.



CROSSWALK MARKING DETAIL

N.T.S.

NOT FOR CONSTRUCTION

PROJECT No. CE 13-14-04			
ACCOUNT No. 533-4443-80300-1371-(G)STP14			
DATE	No.	REVISION	BY
02/2014		100% Plans	FP

CITY OF SANTA CLARA
ENGINEERING DEPARTMENT

SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT
TRAFFIC SIGNAL LOOP DETECTOR DETAILS & STRIPING GENERAL NOTES

SCALE: AS NOTED

APPROVED BY			
TITLE			
DATE			R.C.E. No.
	INITIAL	DATE	F.B. No.
DESIGNED BY	JD	01/2014	TRACING No.
DRAWN BY	FP	02/2014	11,996-B
CHECKED BY	FA	03/2014	
AS BUILT BY			SHEET 23 OF 23

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-4

Santa Clara All-America City 2001

Date: March 13, 2014

To: City Manager for Council Action

From: Director of Human Resources

Subject: Approval of the Revised Job Description for Purchasing Division Manager

EXECUTIVE SUMMARY:

The Purchasing Division Manager is a management position in the Finance Department, responsible for managing the purchasing, warehousing, and outgoing U.S. mailing services functions.

As a member of the City's Unclassified Service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the revised job description for Purchasing Division Manager will allow the City to begin the recruitment. There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

There is no economic or fiscal impact to the City in approving the revised job description, other than administrative staff time and expense.

RECOMMENDATION:

That the Council approve the revised job description for Purchasing Division Manager.

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Revised Job Description for Purchasing Division Manager

Revised March, 2014
Approved July, 2013

CITY OF SANTA CLARA, CALIFORNIA

PURCHASING DIVISION MANAGER

Unclassified
(147)

EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to:

- A Bachelor's Degree from an accredited college in economics, accounting, finance, business administration, public administration, materials management or closely related field; and
- Five (5) years of increasingly responsible management experience with responsibilities for purchasing, warehousing and contract management functions, or other closely related field; including two (2) years of supervisory experience.

DESIRABLE QUALIFICATIONS

- Master's degree in a closely related field is desirable; and
- Experience in the public sector is desirable.

DESIRABLE CERTIFICATION

- Designation as a Certified Purchasing Manager (CPM), Certified Professional Public Buyer (CPPB) or Certified Public Purchasing Officer (CPPO) is desirable.

LICENSE

- Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.

DISTINGUISHING CHARACTERISTICS

This is a division manager position in the Unclassified Service in the Finance Department, responsible for managing the purchasing, warehousing, and outgoing U.S. mailing services functions.

As a member of the City's Unclassified Service this is an "at-will" position, and the incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction:

- Manage the purchasing and warehousing and outgoing U.S. Mailing Services functions;
- Develop and provide appropriate systems, policies, and procedures for soliciting

quotations, bids and proposals, contract administration, and inventory stores management;

- Develop goals and work plans, assign work activities and projects, monitor work flow, and review and evaluate work products, methods and procedures;
- Develop procedures and participate directly in the evaluation and awarding of bids for supplies, equipment and services in accordance with City requirements;
- Provide City staff with guidance and assistance regarding purchasing procedures and requirements as needed;
- Maintain contact with a wide variety of vendors, as required by department and project purchasing needs; network with contractors; assist in the development of technical specifications; ensure that goods and services delivered meet the requirements that were agreed on by contract; negotiate with vendors and ensure that the City obtains quality products and services;
- Oversee the operation and maintenance of the City warehouse with appropriate controls to ensure for the proper inventory of stocks and supplies;
- Initiate and direct processing of purchasing requisitions, purchase orders and certain contracts in response to requests from City departments and projects; approve and sign purchase orders and contracts; administer the Purchasing Card Program;
- Develop and implement new concepts in work simplification and cost reduction including life cycle costing, systems contracts, value analysis, vendor analysis, cost analysis, price analysis, lease/purchase agreements, and computerized inventory management;
- Develop and provide seminars in purchasing and contract administration for City staff in cooperation with the City Attorney's Office;
- Participate with the departments in the disposal of surplus material and equipment;
- Maintain vendor and commodity files and/or specifications on sources of supply, costs, vendor ratings, and quality requirements;
- Keep current with best practices in work methods in the field of purchasing management and propose needed changes that are cost effective;
- Prepare purchasing division budget and monitor expenditures; and
- Perform related work as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles and practices of effective purchasing and applicable State laws and City ordinances related to purchasing services;
- Principles and practices of budgeting (operating and capital), communication, contracting, human resources, information technology, and performance standards;
- Purchasing techniques, computerized inventory control, and materials management systems;
- Principles of management, supervision, training and performance evaluation;
- Principles of organization and management, effective leadership and municipal budgeting and administration;
- Research methods and statistical analysis;
- Problem solving and conflict resolution practices and techniques;
- Complex spreadsheets and database applications;
- Preparation and administration of contracts and fiscal planning;

- Principles and practices of effective application and use of technology and internet resources in purchasing services; and
- Principles and practices needed in warehouse operations.

Ability to:

- Provide the leadership and management of staff through coaching, enabling, and facilitating work in a team environment;
- Build constructive relationships by promoting effective partnerships with City employees;
- Provide the leadership and management of the division through coaching, enabling and facilitating employees working in a team environment;
- Create a culture that is conducive to change and one that is able to select, recruit, retain, develop and motivate a skilled and talented workforce where everyone knows their mission, role, and job;
- Establish clear goals and objectives in order to create an organization that delivers excellent customer service through ethical leadership standards and establishes an atmosphere of respect for employees consistent with the City's Code of Ethics and Values;
- Work effectively as a member of the department's management team to achieve common goals and be able to deliver excellent customer service to both internal and external City clients;
- Read, interpret and properly apply rules, regulations, laws and policies;
- Exercise good judgment in structuring and organizing work and setting priorities to respond to customer demands;
- Negotiate and select contractors, vendors and consultants;
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals;
- Identify and procure appropriate types and quantities of services, supplies, equipment and materials required by the City;
- Make sound decisions in a manner consistent with the essential job functions;
- Communicate logically and clearly both orally and in writing; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED

Works under the general direction of the Director of Finance or other assigned manager.

SUPERVISION EXERCISED

Manages the professional, technical, and administrative support staff assigned.

OTHER REQUIREMENTS

Must be able to perform all of the essential functions of the job.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest Statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-5

Date: April 8, 2014

To: City Manager for Council Action

From: Director of Finance/Assistant City Manager

Subject: Acceptance of the Monthly Financial Status Reports for February 2014

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 February 2014 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 February 2014 as presented.

Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Monthly Financial Status Reports for February 2014

J:\FILTRNFR\Secretary\Miscellaneous\Financial Status Reports\Financial Status Report February 2014.doc

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

February 2014

CITY OF SANTA CLARA

MONTHLY FINANCIAL STATUS REPORTS

TABLE OF CONTENTS

		Page #
1	Summaries of Revenues and Expenditures (Operating and Capital Improvement Funds)	1
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 February 28, 2014

		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	$ 156,028,124	$ 97,159,855	$ 58,868,269	$ 156,028,124	$ 98,161,442	$ 57,866,682
Downtown Parking Mtce.	025	173,083	96,913	76,170	173,083	168,165	4,918
Convention Center Mtce.	026	1,339,009	782,399	556,610	1,339,009	978,673	360,336
Public Facilities Corp. Debt	431	2,507,246	2,498,946	8,300	2,507,246	2,507,298	(52)
Debt Service	441	7,196,825	7,194,825	2,000	7,196,825	7,196,825	-
Vehicle Equipment	050	5,322,608	1,603,854	3,718,754	5,322,608	4,591,021	731,587
Automotive Services	053	4,116,450	2,717,909	1,398,541	4,116,450	2,749,098	1,367,352
Senior Nutrition Program	111	189,868	86,880	102,988	189,868	99,244	90,624
Communications Tech. Srv.	047	801,751	315,227	486,524	801,751	555,056	246,695
Communications Equip.	048	1,317,991	916,667	401,324	1,317,991	878,661	439,330
Electric Utility Funds	091/191	322,987,333	187,226,708	135,760,625	322,987,333	203,177,543	119,809,790
Electric Utility Debt	491	92,853,353	89,072,750	3,780,603	92,853,353	92,857,000	(3,647)
Water Utility Fund	092	30,701,184	18,729,740	11,971,444	30,701,184	21,557,980	9,143,204
Sewer Utility Fund	094	17,987,689	11,548,188	6,439,501	17,987,689	9,692,665	8,295,024
Cemetery	093	934,236	585,075	349,161	934,236	709,440	224,796
Solid Waste Utility Fund	096	19,804,675	11,369,398	8,435,277	19,804,675	12,912,148	6,892,527
Water Recycling Program	097	2,722,282	1,598,742	1,123,540	2,722,282	1,720,626	1,001,656
TOTAL		**$ 666,983,707**	**$ 433,504,076**	**$ 233,479,631**	**$ 666,983,707**	**$ 460,512,885**	**$ 206,470,822**

(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 February 28, 2014

		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	$ 97,412	$ 635,560	$ 732,972	$ 732,972	$ -
Parks & Recreation	532	2,535,711	166,327	2,369,384	2,535,711	1,816,519	719,192
Streets & Highways	533	10,528,193	3,141,020	7,387,173	10,528,193	5,174,451	5,353,742
Section 2105 Gas Tax	521	629,621	283,717	345,904	629,621	589,491	40,130
Major City Streets	522	3,546,912	608,256	2,938,656	3,546,912	3,216,020	330,892
Section 2103 Gas Tax	523	2,064,436	-	2,064,436	2,064,436	2,643,296	(578,860)
Select City Streets	524	1,566,659	244,591	1,322,068	1,566,659	1,520,426	46,233
Traffic Mitigation	525	14,566,867	540,078	14,026,789	14,566,867	12,277,952	2,288,915
Street Lighting	534	4,436,862	64,899	4,371,963	4,436,862	221,651	4,215,211
Storm Drain	535	3,274,755	356,265	2,918,490	3,274,755	3,234,131	40,624
Fire	536	684,307	74,694	609,613	684,307	644,809	39,498
Library	537	570,859	51,680	519,179	570,859	570,859	-
Public Buildings	538	2,200,118	195,097	2,005,021	2,200,118	2,201,821	(1,703)
General Govmnt - Other	539	12,431,888	3,227,144	9,204,744	12,431,888	11,451,650	980,238
Community Services	562	4,482,225	1,271,166	3,211,059	4,482,225	513,071	3,969,154
Electric Utility	591	96,473,809	11,849,514	84,624,295	96,473,809	79,544,197	16,929,612
Water Utility	592	13,864,778	2,495,168	11,369,610	13,864,778	13,362,033	502,745
Cemetery	593	98,900	2,554	96,346	98,900	98,900	-
Sewer Utility	594	45,252,912	7,100,080	38,152,832	45,252,912	33,697,175	11,555,737
Solid Waste Utility	596	756,798	356,329	400,469	756,798	745,729	11,069
Water Recycling Prgm.	597	750,000	65,282	684,718	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	41,532,304	1,869,669	43,401,973	43,322,551	79,422
TOTAL		**$ 269,107,184**	**$ 77,979,206**	**$ 191,127,978**	**$ 269,107,184**	**$ 222,585,333**	**$ 46,521,851**

(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 February 28, 2014

TOTAL - ALL FUNDS CASH POSITION

Cash - Active	$ 55,789,344
Savings & Investments	531,643,519
TOTAL	$ 587,432,863

DETAIL OF SELECTED FUND CASH BALANCES:

	ELECTRIC	WATER	SEWER	SELECTED CONTINGENCY RESERVE
Operating Cash	$ 68,986,085	$ 10,288,539	$ 12,402,360	
Construction Cash	67,799,031	13,798,619	31,736,943	
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				9,747,699
Building Inspection Reserve				8,278,475
Non-Expendable Land Proceeds				90,086,005
TOTALS	$ 244,829,484	$ 24,638,373	$ 45,646,856	$ 125,711,411

CITY OF SANTA CLARA
SUMMARY OF PORTFOLIO

All securities held by the City of Santa Clara as of February 28, 2014 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 February 28, 2014.

	BOOK VALUE	PERCENTAGE
City	$498,631,562	96.83%
SA	15,106,770	2.93%
SOSA	292,033	0.06%
HA	937,869	0.18%
Unrestricted	$514,968,234	100.00%
Restricted Bond Proceeds	16,675,285	
Total	$531,643,519	

Not shown above are the Stadium Authority funds held in separate bank accounts totaling $388,063 on February 28, 2014.

On February 28, 2014 the principal cost and market value of the City's unrestricted pooled cash portfolio were $514,968,234 and $513,301,622, respectively. In addition, the accrued interest was $1,212,555.

Investment Strategy and Market Update

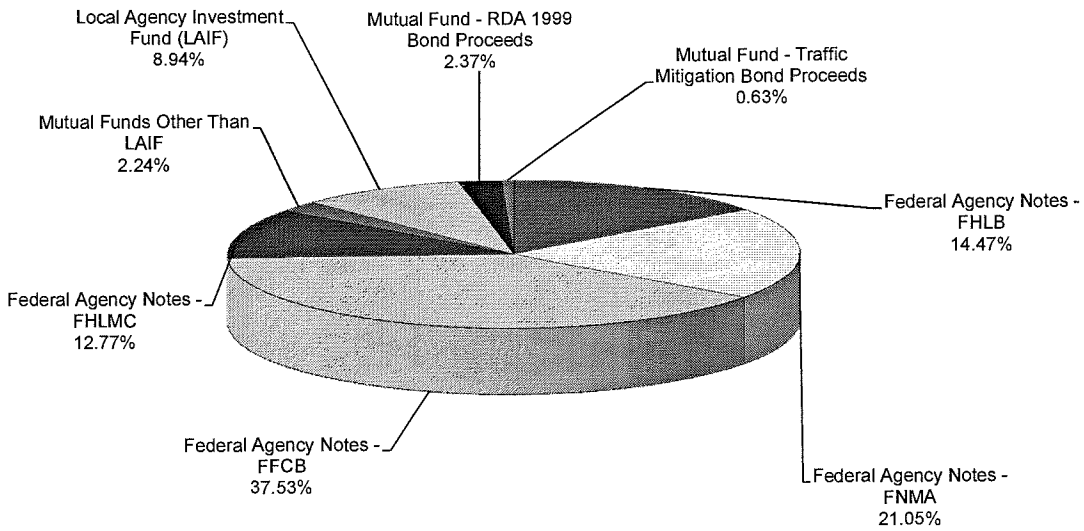
The City's investment strategy for February 2014 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides the liquidity to meet the City's cash needs and earns a reasonable portfolio return.

As of February 28, 2014, 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 2.50 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
February	2014	0.79%	0.31%	913
January	2014	0.72%	0.30%	930
February	2013	1.13%	0.27%	977

CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS FEBRUARY 28, 2014

INVESTMENT TYPE	BOOK VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	$ -	0.00%	No Limit
Federal Agency Notes - FHLB	80,240,708	15.09%	No Limit
Federal Agency Notes - FNMA	106,763,603	20.08%	No Limit
Federal Agency Notes - FFCB	208,049,341	39.14%	No Limit
Federal Agency Notes - FHLMC	57,915,083	10.89%	No Limit
Corporate Notes	-	0.00%	15%
Mutual Funds Other Than LAIF	12,399,644	2.33%	10% Per Fund
Local Agency Investment Fund (LAIF)	49,599,855	9.33%	$50 M
Mutual Fund - Redevelopment Agency (RDA) 1999 Bond Proceeds	13,165,136	2.48%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	3,510,149	0.66%	No Limit
TOTAL INVESTMENTS	$ 531,643,519	100.00%	

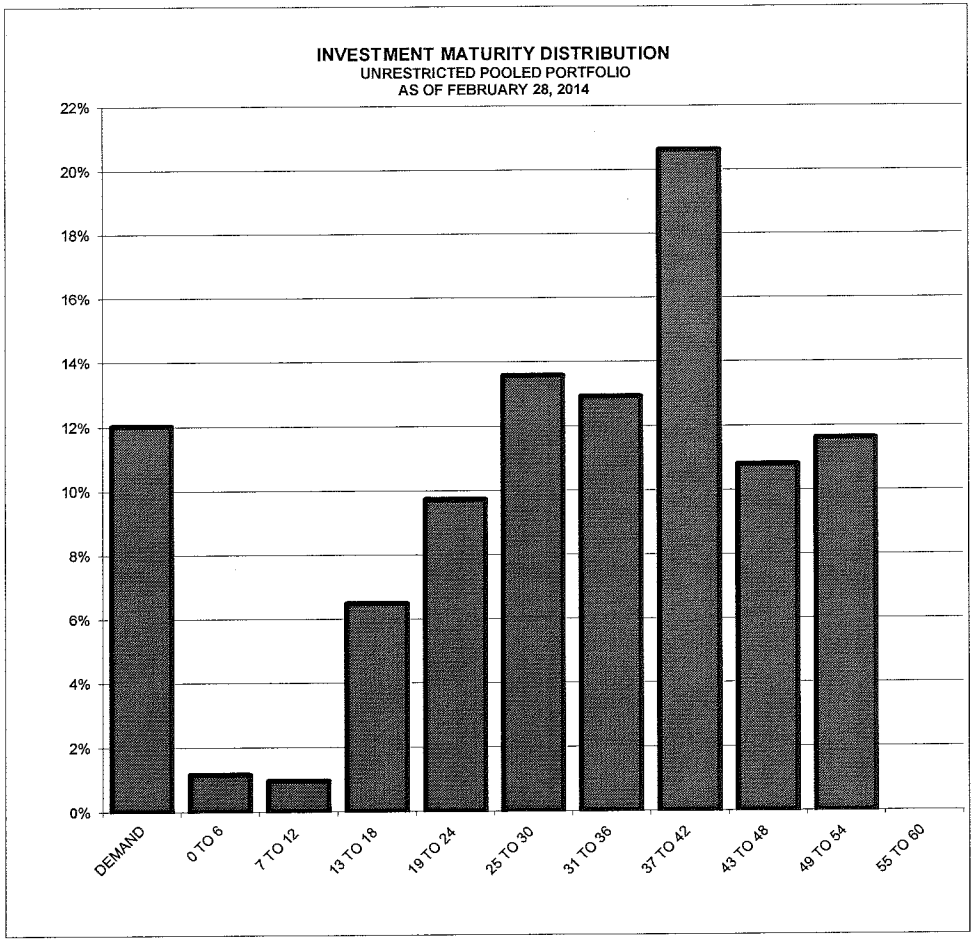


INVESTMENT MATURITY DISTRIBUTION
AS OF FEBRUARY 28, 2014
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	BOOK VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	$ 61,999,500 (a)	3	12.04%
0 TO 6	6,032,611	2	1.17%
7 TO 12	5,007,144	1	0.97%
13 TO 18	33,517,688	6	6.51%
19 TO 24	50,141,775	5	9.74%
25 TO 30	69,898,572	7	13.57%
31 TO 36	66,570,768	7	12.93%
37 TO 42	106,317,775	11	20.64%
43 TO 48	55,609,867	6	10.80%
49 TO 54	59,872,534	6	11.63%
55 TO 60	-	0	0.00%
TOTAL	$ 514,968,234	54	100.00%

Average Maturity of Unrestricted Pool: 2.50 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

Dreyfus Institutional Services

Fidelity Investment Institutional Services Co.

Franklin's Institutional Fiduciary Trust

Gilford Securities, Inc.

Higgins Capital Management

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: 03/03/14 14:54:23

INVESTMENTS OUTSTANDING AS OF 02/28/14
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	3,002,085.00	33,052.08	2,726.76
	01/11/10 03/14/14		25	000	2.4212	2,999,358.24	100.0695000000	IDC	
A 17058	FHLB MEDIUM TERM NOTES	3133XKTV7	25	1	4.8750	3,000,000.00	3,039,687.00	31,687.50	6,433.75
	01/20/10 06/13/14		28	000	2.5001	3,033,253.25	101.3229000000	IDC	
A 17187	FHLB MEDIUM TERM NOTES	313378CN9	25	1	.6000	5,000,000.00	5,023,060.00	1,166.67	1,483.21
	01/08/14 08/17/15		25	000	.3105	5,021,576.79	100.4612000000	IDC	
A 17173	FHLB MEDIUM TERM NOTES	313382K85	25	1	.4500	10,000,000.00	10,008,070.00	20,375.00	
	04/24/13 03/18/16		25	000	.3903	10,014,796.22	100.0807000000	IDC	-6,726.22
A 17178	FHLB MEDIUM TERM NOTES	3133834R9	25	1	.3750	10,000,000.00	9,983,350.00	6,979.18	1,958.97
	05/14/13 06/24/16		25	000	.4502	9,981,391.03	99.83350000000	IDC	
SUBTOTAL (Inv Type) 21 FHLB MEDIUM TERM NOTES			5.86%(M)		1.0684	31,000,000.00	31,056,252.00	93,260.43	12,602.69
					.7989	31,050,375.53	100.1814580000		-6,726.22
A 17190	FHLB COUPON NOTES	313379ER6	25	1	.5000	3,560,000.00	3,571,662.56	3,906.11	1,089.36
	01/10/14 06/12/15		25	000	.2906	3,571,957.64	100.3276000000	IDC	
A 17177	FHLB COUPON NOTES	313382V75	25	1	.4500	10,000,000.00	9,991,510.00	14,000.00	
	05/09/13 05/09/16		30	000	.4500	10,000,000.00	99.91510000000	IDC	-8,490.00
A 17176	FHLB Coupon Notes	3135G0WY5	25	1	.5500	10,000,000.00	9,961,930.00	16,347.22	
	05/14/13 11/14/16		25	000	.5387	10,003,336.33	99.61930000000	IDC	-41,406.33
A 17157	FHLB COUPON NOTES	3133817D1	25	1	.9800	5,660,000.00	5,615,987.84	16,332.24	
	11/15/12 11/15/17		25	000	.9800	5,660,000.00	99.22240000000	IDC	-44,012.16
A 17161	FHLB COUPON NOTES	313381LC7	25	1	.9500	10,000,000.00	9,868,450.00	16,625.00	
	12/28/12 12/28/17		25	000	.9500	10,000,000.00	98.68450000000	IDC	-131,550.00
A 17183	FHLB COUPON NOTES	313383EP2	25	1	1.2500	10,000,000.00	9,882,920.00	24,652.78	
	06/20/13 06/20/18		26	000	1.3538	9,955,038.34	98.82920000000	IDC	-72,118.34
SUBTOTAL (Inv Type) 22 FHLB COUPON NOTES			9.23%(M)		.7985	49,220,000.00	48,892,460.40	91,863.35	1,089.36
					.8020	49,190,332.31	99.33454000000		-297,576.83
A 17112	FNMA COUPON NOTES	31398A4M1	25	1	1.6250	10,000,000.00	10,214,520.00	56,423.61	69,648.66
	12/13/11 10/26/15		26	000	.8851	10,144,871.34	102.1452000000	IDC	
A 17166	FNMA COUPON NOTE	3135G0TH6	25	1	.4800	10,000,000.00	10,003,740.00	4,266.67	5,071.51
	01/29/13 01/29/16		25	000	.4867	9,998,668.49	100.0374000000	IDC	
A 17167	FNMA COUPON NOTE	3135G0SU8	25	1	.6000	6,905,000.00	6,886,418.65	17,837.92	
	01/14/13 09/26/16		25	000	.6206	6,900,802.57	99.73090000000	IDC	-14,383.92
A 17185	FNMA COUPON NOTE	3135G0XL2	25	1	.6500	10,000,000.00	9,953,400.00	722.22	68,152.77
	06/13/13 02/27/17		25	000	1.0417	9,885,247.23	99.53400000000	IDC	
A 17153	FNMA COUPON NOTES	3136G0X89	25	1	.7500	10,000,000.00	9,939,140.00	26,041.67	
	10/26/12 04/26/17		25	000	.7500	10,000,000.00	99.39140000000	IDC	-60,860.00
A 17182	FNMA COUPON NOTE	3136G1NU9	25	1	1.0000	10,000,000.00	9,988,740.00	20,000.00	
	06/19/13 06/19/17		25	000	1.0000	10,000,000.00	99.88740000000	IDC	-11,260.00
A 17141	FNMA COUPON NOTE	3136G0QM6	25	1	1.1000	10,000,000.00	9,967,950.00	15,277.78	
	07/11/12 07/11/17		25	000	1.0808	10,006,498.80	99.67950000000	IDC	-38,548.80
A 17144	FNMA COUPON NOTE	3135G0NF6	25	1	1.0000	10,000,000.00	9,967,820.00	2,777.78	
	08/21/12 08/21/17		30	000	1.0000	10,000,000.00	99.67820000000	IDC	-32,180.00

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

INVESTMENTS OUTSTANDING AS OF 02/28/14
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
SUBTOTAL (Inv Type) 23 FNMA COUPON NOTE		14.51%(M)			.9145	76,905,000.00	76,921,728.65	143,347.65	142,872.94
					.8675	76,936,088.43	100.0217520000		-157,232.72
A 17184	FNMA MEDIUM TERM NOTE	3135G0XP3	25	1	.3750	10,000,000.00	9,959,250.00	5,833.33	34,474.66
	06/12/13 07/05/16		25	100	.6803	9,924,775.34	99.59250000000	IDC	
A 17156	FNMA MEDIUM TERM NOTE	3135G0PQ0	25	1	.8750	10,000,000.00	9,908,390.00	30,381.94	
	10/26/12 10/26/17		25	000	.9452	9,972,654.98	99.08390000000	IDC	-64,264.98
A 17180	FNMA MEDIUM TERM NOTE	3135G0WJ8	25	1	.8750	10,000,000.00	9,801,530.00	24,305.56	
	05/28/13 05/21/18		30	000	1.0350	9,930,083.84	98.01530000000	IDC	-128,553.84
SUBTOTAL (Inv Type) 24 FNMA MEDIUM TERM NOTE		5.60%(M)			.7086	30,000,000.00	29,669,170.00	60,520.83	34,474.66
					.8869	29,827,514.16	98.89723300000		-192,818.82
A 17082	FFCB MEDIUM TERM NOTES	31331KCR9	25	1	2.0500	5,000,000.00	5,089,650.00	3,701.39	82,506.31
	03/09/11 02/18/15		26	000	1.9001	5,007,143.69	101.7930000000	IDC	
A 17139	FFCB MEDIUM TERM NOTES	3133EANJ3	25	1	.5000	10,000,000.00	10,033,170.00	16,666.67	36,900.04
	06/13/12 05/01/15		25	000	.5252	9,996,269.96	100.3317000000	IDC	
A 17191	FFCB MEDIUM TERM NOTES	3133EDC67	25	1	.2500	7,000,000.00	7,000,889.00	3,548.61	4,949.00
	01/10/14 06/18/15		25	000	.2904	6,997,009.44	100.0127000000	IDC	
A 17169	FFCB MEDIUM TERM NOTES	3133ECBB9	25	1	.4000	10,000,000.00	10,017,000.00	18,444.43	22,701.25
	01/29/13 09/15/15		25	000	.4287	9,994,298.75	100.1700000000	IDC	
SUBTOTAL (Inv Type) 26 FFCB MEDIUM TERM NOTES		6.06%(M)			.6567	32,000,000.00	32,140,709.00	42,361.10	147,056.60
					.6589	31,994,721.84	100.4397160000		
A 17168	FFCB COUPON NOTES	3133ECB86	25	1	.4200	10,000,000.00	10,013,650.00	15,866.67	9,713.40
	01/18/13 10/15/15		25	000	.4002	10,003,936.60	100.1365000000	IDC	
A 17174	FFCB COUPON NOTES	3133ECM76	25	1	.4000	10,000,000.00	9,982,120.00	14,333.33	
	04/26/13 04/22/16		25	000	.4337	9,991,648.35	99.82120000000	IDC	-9,528.35
A 17142	FFCB COUPON NOTES	3133EAWZ7	25	1	.7900	10,000,000.00	10,000,340.00	10,972.22	340.00
	07/13/12 07/11/16		25	000	.7900	10,000,000.00	100.0034000000	IDC	
A 17147	FFCB COUPON NOTES	3133EAJ33	25	1	.7300	10,000,000.00	10,000,300.00	3,244.44	14,339.38
	08/16/12 08/15/16		25	000	.7873	9,985,960.62	100.0030000000	IDC	
A 17150	FFCB COUPON NOTES	3133EAZ76	25	1	.6900	10,000,000.00	9,995,640.00	29,708.33	
	09/26/12 09/26/16		26	000	.6900	10,000,000.00	99.95640000000	IDC	-4,360.00
A 17151	FFCB COUPON NOTES	3133EA2L1	25	1	.7200	10,000,000.00	9,953,950.00	12,800.00	
	09/27/12 12/27/16		25	000	.7309	9,997,530.61	99.53950000000	IDC	-43,580.61
A 17163	FFCB COUPON NOTES	3133ECBN3	25	1	.6500	9,790,000.00	9,749,645.62	11,312.89	
	01/08/13 12/27/16		26	000	.6628	9,786,300.88	99.58780000000	IDC	-36,655.26
A 17160	FFCB COUPON NOTES	3133ECAK0	25	1	.6700	10,000,000.00	9,919,590.00	29,963.89	
	12/20/12 03/20/17		25	000	.7083	9,986,836.88	99.19590000000	IDC	-67,246.88
A 17154	FFCB COUPON NOTES	3133EA4G0	25	1	.7000	10,000,000.00	9,915,900.00	27,222.22	
	10/12/12 04/11/17		25	000	.7396	9,986,390.07	99.15900000000	IDC	-70,490.07

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 03/03/14 14:54:23

INVESTMENTS OUTSTANDING AS OF 02/28/14
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 17165	FFCB COUPON NOTES	3133EAE38	25	1	.8200	6,350,000.00	6,313,976.45	17,356.67	
	01/10/13 05/01/17		25	000	.8223	6,349,484.57	99.43270000000	IDC	-35,508.12
A 17175	FFCB COUPON NOTES	3133ECP40	25	1	.6400	10,000,000.00	9,891,840.00	19,911.11	
	05/09/13 05/09/17		25	000	.6527	9,995,633.13	98.91840000000	IDC	-103,793.13
A 17152	FFCB COUPON NOTES	3133EA4H8	25	1	.8200	10,000,000.00	9,918,880.00	11,388.89	
	10/12/12 07/11/17		25	000	.8407	9,992,931.56	99.18880000000	IDC	-74,051.56
A 17143	FFCB COUPON NOTES	3133EAZK7	25	1	.9700	10,000,000.00	9,992,260.00	9,969.44	
	07/24/12 07/24/17		25	000	.9700	10,000,000.00	99.92260000000	IDC	-7,740.00
A 17145	FFCB COUPON NOTES	3133EAF86	25	1	.9700	10,000,000.00	9,977,530.00	6,466.67	
	08/07/12 08/07/17		25	000	.9700	10,000,000.00	99.77530000000	IDC	-22,470.00
A 17149	FFCB COUPON NOTES	3133EAR26	25	1	.9700	10,000,000.00	9,963,250.00	47,422.22	
	09/05/12 09/05/17		25	000	.9772	9,997,201.53	99.63250000000	IDC	-33,951.53
A 17159	FFCB COUPON NOTES	3133EC7A6	25	1	.8200	10,000,000.00	9,886,310.00	17,994.44	
	12/12/12 12/12/17		25	000	.8405	9,992,004.38	98.86310000000	IDC	-105,694.38
A 17179	FFCB COUPON NOTES	3133ECQ56	25	1	1.0800	10,000,000.00	9,831,500.00	29,700.00	
	05/22/13 05/22/18		25	000	1.0852	9,997,753.29	98.31500000000	IDC	-166,253.29
A 17181	FFCB COUPON NOTES	3133ECQW7	25	1	1.2500	10,000,000.00	9,843,900.00	30,208.33	
	06/04/13 06/04/18		26	000	1.2707	9,991,007.67	98.43900000000	IDC	-147,107.67
SUBTOTAL (Inv Type) 27 FFCB COUPON NOTES		33.05%(M)			.7833	176,140,000.00	175,150,582.07	345,841.76	24,392.78
					.7981	176,054,620.14	99.43827800000		-928,430.85
A 17188	FHLMC MEDIUM TERM NOTES	3134G3ZA1	25	1	.5000	5,040,000.00	5,055,770.16	210.00	3,003.99
	01/09/14 08/28/15		25	000	.3301	5,052,766.17	100.3129000000	IDC	
A 17189	FHLMC MEDIUM TERM NOTES	3134G3ZA1	25	1	.5000	2,870,000.00	2,878,980.23	119.58	871.76
	01/07/14 08/28/15		25	000	.3105	2,878,108.47	100.3129000000	IDC	
SUBTOTAL (Inv Type) 28 FHLMC MEDIUM TERM NOTES		1.50%(M)			.5000	7,910,000.00	7,934,750.39	329.58	3,875.75
					.3230	7,930,874.64	100.3129000000		
A 17119	FHLMC COUPON NOTE	3134G3RV4	25	1	.8000	10,000,000.00	10,003,560.00	35,555.56	3,560.00
	03/21/12 09/21/15		25	000	.8000	10,000,000.00	100.0356000000	IDC	
A 17155	FHLMC COUPON NOTES	3134G3S50	25	1	.6250	10,000,000.00	9,990,780.00	20,833.33	
	10/18/12 11/01/16		25	000	.6333	9,997,550.17	99.90780000000	IDC	-6,770.17
A 17164	FHLMC COUPON NOTES	3134G33Y4	25	1	.9500	10,000,000.00	9,871,820.00	10,291.67	
	01/22/13 01/22/18		25	000	.9808	9,988,006.57	98.71820000000	IDC	-116,186.57
A 17171	FHLMC COUPON NOTES	3134G37A2	25	1	1.1250	10,000,000.00	9,857,050.00	46,562.50	
	04/02/13 04/02/18		25	000	1.1250	10,000,000.00	98.57050000000	IDC	-142,950.00
A 17172	FHLMC COUPON NOTES	3134G43F3	25	1	1.0200	10,000,000.00	9,813,260.00	34,283.33	
	04/30/13 04/30/18		25	000	1.0231	9,998,651.15	98.13260000000	IDC	-185,391.15
SUBTOTAL (Inv Type) 29 FHLMC COUPON NOTES		9.35%(M)			.9040	50,000,000.00	49,536,470.00	147,526.39	3,560.00
					.9124	49,984,207.89	99.07294000000		-451,297.89
A 16667	RDA1999 Bond Proceeds Investmen		20	400	.0099	13,165,136.00	13,165,136.00*	-28,008.92	0.00
	10/04/04 03/18/14		3	000	.0099	13,165,136.00	100.0000000000	BOOK	

* MARKET = BOOK LESS PURCHASE INTEREST

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 03/03/14 14:54:23

INVESTMENTS OUTSTANDING AS OF 02/28/14
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
	SUBTOTAL (Inv Type) 65 Govt Mutual Fund - Fide		2.48%(M)		.0099	13,165,136.00	13,165,136.00	-28,008.92	.00
					.0099	13,165,136.00	100.0000000000		
A 16059	STATE OF CA DEMAND DEP		96	1	.2403	49,599,855.47	49,599,855.47	110,081.28	0.00
	09/30/97 03/18/14		96	000	.2403	49,599,855.47	100.0000000000	USERPR	
	SUBTOTAL (Inv Type) 99 LOCAL AGENCY INVESTMENT		9.36%(M)		.2403	49,599,855.47	49,599,855.47	110,081.28	.00
					.2403	49,599,855.47	100.0000000000		
A 17046	MUTUAL FUNDS-FIDELITY		25	1	.0099	10,225,824.18	10,225,824.18*	12,978.02	0.00
	11/01/08 03/18/14		101	000	.0099	10,225,824.18	100.0000000000	BOOK	
	SUBTOTAL (Inv Type) 305 MUTUAL FUNDS-FIDELITY		1.93%(M)		.0099	10,225,824.18	10,225,824.18	12,978.02	.00
					.0099	10,225,824.18	100.0000000000		
A 16064	DREYFUS TREASURY CASH MANAGEMEN		20	800	.0099	3,510,148.99	3,510,148.99	1,279.42	0.00
	10/31/97 03/18/14		102	000	.0099	3,510,148.99	100.0000000000	USERPR	
A 16122	DREYFUS GOVERNMENT FUND		20	1	.0099	2,173,819.89	2,173,819.89	2,147.40	0.00
	05/15/98 03/18/14		102	100	.0099	2,173,819.89	100.0000000000	USERPR	
	SUBTOTAL (Inv Type) 315 MUTUAL FUNDS-DREYFUS		1.07%(M)		.0099	5,683,968.88	5,683,968.88	3,426.82	.00
					.0099	5,683,968.88	100.0000000000		
	GRAND TOTAL				.7227	531,849,784.53	529,976,907.04	1,023,528.29	369,924.78
					.7137	531,643,519.47	99.64785600000		-2,034,083.33

* MARKET = BOOK LESS PURCHASE INTEREST

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-6

Santa Clara All-America City 2001

Date: April 8, 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: 33449
Title/Location Sprouts Market Transformer Installation, 2060 El Camino Real
Type of Job: New Business
Description of Work: Install 540' of 1/0 AL TRI 15kV cable, one 500kVA (480/277V) and connect customer's for sets of 500 CU and 500N service cables.

Estimated Cost:	$59,391.87	Customer/Developer Contribution:	$	61,809.00
		Salvaged Plant	$	.00
		Customer Service Charge	<$	2417.13 >

Estimate No: 33450
Title/Location Hook Midspan Tap, 842 Madison Street
Type of Job: New Business
Description of Work: Install 102' head guy wire, 60'± of #4 Al Triplex secondary service and connect customer service. Remove 45' of #4 Al triplex service conductor.

Estimated Cost:	$1,350.50	Customer/Developer Contribution:	$	.00
		Salvaged Plant	$	12.46
		Customer Service Charge	$	1,338.04

Estimate No:	33439
Title/Location	Palm 207P Feeder Extension, Great America Parkway south of creek to rear of Levi's Stadium
Type of Job:	Capacity
Description of Work:	Install underground utility vault and tie into existing conduit bank. Install 12kV vacuum switch, 9,800' 12kV primary underground cable, 27 600A 12kV elbows and 99 12kV splices. Remove 2700' primary underground cable.

Estimated Cost:	$425,904.02	Customer/Developer Contribution:	$	.00
		Salvaged Plant	$	26,787.03
		Customer Service Charge	$	399,116.99

RECOMMENDATION:

That Council approve the use of City Electric forces for the installation of facilities at 2060 El Camino Real, 842 Madison Street, and Palm 207P Feeder Extension, Great America Parkway to rear of Levi's Stadium.

for John C. Roukema
Director of Electric Utility

APPROVED

Julio J. Fuentes
City Manager

Documents related to this report: None

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-7

Date: March 10, 2014

To: City Manager for Council Action

From: Human Resources Division Manager

Subject: Compromise and Release for Workers' Compensation Claim (1618868; 1668297; 1761061) – Mr. Robert List, Retired Fire Captain

EXECUTIVE SUMMARY:

Mr. Robert List filed claims for injuries that he sustained on September 7, 2009 and August 9, 2010 while performing his regular job duties. He also filed a cumulative trauma claim covering a period of employment from December 22, 2009 through December 22, 2010.

The City's Workers' Compensation legal counsel recommends approval of the proposed Compromise and Release (C&R) agreement to settle these claims in the amount of $47,000.00. Future medical is needed.

The C&R covers any and all benefits claimed by applicant either on the basis of specific or cumulative injury.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval will allow settlement of this claim when final approval has been obtained from the Workers' Compensation Appeals Board. Once settled, the cost of administering the claim is virtually eliminated except for future medical costs.

ECONOMIC/FISCAL IMPACT:

Mr. List's claim is being settled by Compromise and Release in the amount of $47,000.00 less $7,050.50 in attorney fees and previous permanent disability payments (permanent disability benefits advanced to date total $23,676.90). Once settled, the cost of administering the claim is virtually eliminated except for future medical costs.

RECOMMENDATION:

That the Council approve the Compromise and Release, as recommended by the City's Workers' Compensation legal counsel, to settle the claims for the injuries Mr. Robert List sustained on September 7, 2009, on August 9, 2010 and cumulatively from December 22, 2009 through December 22, 2010.

Greg Harris
Human Resources Division Manager

APPROVAL RECOMMENDED:

Elizabeth C. Brown
Director of Human Resources

APPROVED as to Form:

Richard E. Nosky, Jr.
City Attorney

APPROVED:

Julio J. Fuentes
City Manager

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-8

Santa Clara All-America City 2001

Date: April 14, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Pass to Print An Ordinance of the City of Santa Clara, California, to Add Article V ("Polystyrene Foam Disposable Service Ware") to Chapter 13.20 ("Storm Drains and Discharges") to Title 13 ("Public Services") of "The Code of the City of Santa Clara, California" to Prohibit the Use of Polystyrene Foam Disposable Food Service Ware

EXECUTIVE SUMMARY:

On September 24, 2013 the City Council adopted Six-Month Strategic Objectives covering the period ending March 15, 2014. The Public Works Department was tasked to initiate the CEQA process for an ordinance to prohibit the use of polystyrene foam disposable food service ware. Staff conducted an extensive public outreach campaign to inform businesses and residents of a potential ordinance that would prohibit food vendors from providing polystyrene foam disposable food service ware. On March 18, 2014, the City Council directed the City Manager to prepare an ordinance after receiving an update on the community outreach efforts and hearing comments from the public.

On August 27, 2013, the City of San Jose conducted a public hearing and adopted a Negative Declaration analyzing the regional impacts of local ordinances in the region to phase-out polystyrene foam disposable food service ware. Pursuant to CEQA Guidelines Section 15050(b), the City of Santa Clara may certify that the information in San Jose's Negative Declaration has been reviewed and considered. Based on this review, and pursuant to CEQA Guidelines Section 15096, the City of Santa Clara can incorporate the findings of the Negative Declaration by reference in the subject ordinance. A copy of the Negative Declaration is contained in the Initial Study for a Polystyrene Foam Disposable Food Service Ware Ordinance prepared by the City of San Jose, which has been placed in Council offices for review.

The subject Ordinance prohibits national food vendors from selling or providing prepared food in polystyrene foam disposable food service ware on or after September 1, 2014, and will be extended to other food vendors on January 1, 2015. The phased approach will allow smaller food vendors to liquidate their stock of polystyrene foam food ware and identify alternatives that work for their operations. The definition of food vendors includes restaurants, bars, coffee shops, cafeterias caterers, convenience stores, grocery stores, and mobile food trucks. The subject ordinance does not apply to prepackaged foods or meat trays and does not cover non-profit organizations or public agency sponsored programs. However, the Parks & Recreation Department will adopt a policy to prohibit the sale of prepared food in polystyrene disposable food ware during the annual 4th of July celebration and the Art & Wine Festival in September.

Eight (8) jurisdictions in Santa Clara County (including Cupertino, Los Altos, Morgan Hill, Mountain View, Palo Alto, San Jose, Sunnyvale, and Santa Clara County) have already adopted expanded polystyrene foam disposable food service ware ordinances. The ordinances adopted in Los Altos, Mountain View, and Sunnyvale have prohibited the retail sale of polystyrene products. The retail sale of polystyrene products is not regulated in the subject Ordinance because the community outreach for a proposed polystyrene ban only addressed food vendors, not retailers.

If the subject Ordinance is approved, Staff will notify all food vendors in the City's business license database of the forthcoming requirements. Initial enforcement will be on a complaint basis and education will be the initial step of enforcement. Code Enforcement Technicians will be instructed to verify that food vendors are not providing polystyrene foam disposable food service ware during mandated industrial/commercial facility stormwater inspections. A copy of the subject Ordinance has been placed in Council offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The adoption of a local polystyrene foam disposable food service ware ban would be a cost-effective trash control measure used to achieve "no visual impact" in low trash generation areas by the year 2022, as mandated by the Regional Water Quality Control Board. However, the additional cost to food vendors to purchase polystyrene foam food service ware alternatives is estimated to be $0.05 to $0.10 per unit.

ECONOMIC/FISCAL IMPACT:

The cost to conduct additional outreach to food vendors to facilitate the implementation of the subject ordinance shall not exceed $5,000. Appropriations are available in the Solid Waste Fund's Operating Supplies account (096-2931-87500).

RECOMMENDATION:

That the Council pass to print an Ordinance of the City of Santa Clara, California, to add Article V ("Polystyrene Foam Disposable Service Ware") to Chapter 13.20 ("Storm Drains and Discharges") to Title 13 ("Public Services") of "The Code of the City of Santa Clara, California" to prohibit the use of polystyrene foam disposable food service ware.

For Rajeev Batra
Director of Public Works/City Engineer

Dave Staub
Deputy Director of Public Works

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Availability of Funds: AK
096-2931-87500: $5,000.00

Gary Ameling
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) ***An Ordinance of the City of Santa Clara, California, to add Article V ("Polystyrene Foam Disposable Service Ware") to Chapter 13.20 ("Storm Drains and Discharges") to Title 13 ("Public Services") of "The Code of the City of Santa Clara, California" to prohibit the use of polystyrene foam disposable food service ware***
2) ***City of San Jose's Initial Study on a Polystyrene Foam Disposable Food Service Ware Ordinance (Revised August 2013)***

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, TO ADD ARTICLE V ("POLYSTYRENE FOAM DISPOSABLE SERVICE WARE") TO CHAPTER 13.20 ("STORM DRAINS AND DISCHARGES") TO TITLE 13 ("PUBLIC SERVICES") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO PROHIBIT THE USE OF POLYSTYRENE FOAM DISPOSABLE FOOD SERVICE WARE

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

WHEREAS, polystyrene foam is a distinctive litter concern because it is lightweight, floats and readily travels from land to inland waterways and out to the ocean where it breaks down into small pieces to be mistaken for food by birds and other marine wildlife;

WHEREAS, polystyrene disposable food service ware comprises a majority of expanded polystyrene ("EPS") litter observed in storm drains;

WHEREAS, the proposed phase-out of polystyrene disposable food service ware would require vendors to use alternative disposable food service ware that should result in a reduction in EPS litter, reduce the harm to aquatic wildlife, and improve water quality in Santa Clara creeks and the Southern San Francisco Bay;

WHEREAS, the proposed regional ordinances disallowing the use of polystyrene disposable food service ware constitute "Projects" subject to the California Environmental Quality Act ("CEQA"), Pub. Res. Code § 21000 et seq.;

WHEREAS, the City of San Jose, as lead agency, conducted and prepared a regional environmental review pursuant to CEQA, and included the City of Santa Clara as a responsible agency in that review;

WHEREAS, on August 27, 2013, the City of San Jose conducted a public hearing and adopted the Negative Declaration analyzing the regional environmental impacts of local ordinances in the region to phase-out polystyrene disposable food service ware;

WHEREAS, as a responsible agency in that CEQA review, the City of Santa Clara must make a determination as to the adequacy of the environmental documentation prepared for the Project and make findings for each significant environmental impact effect, if any, pursuant to CEQA Guidelines Section 15096(h); and,

WHEREAS, the Santa Clara City Council now wishes to make its own determination with respect to the Negative Declaration for the phase-out of polystyrene disposable food service ware, and adopt its own ordinance phasing out such polystyrene disposable food service ware.

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

SECTION 1: That pursuant to CEQA Guidelines Section 15050(b), the City of Santa Clara hereby certifies the City Council has reviewed and considered the information in the Negative Declaration for the Project.

SECTION 2: In its limited role as a responsible agency under CEQA, the City of Santa Clara has reviewed and considered the information contained in the Negative Declaration, environmental findings, supporting documentation, and the whole of the record of proceedings. Based on this review, and pursuant to CEQA Guidelines Section 15096, the City of Santa Clara finds that, as to those potential environmental impacts with the City's powers and authorities as responsible agency, the Negative Declaration contains a complete, objective and accurate reporting of those potential impacts, and these findings reflect the independent judgment and analysis of the City Council of

Santa Clara. The environmental findings, as adopted by the City of San Jose, are incorporated herein by reference only and available for review in the City Clerk's Office.

SECTION 3: That a new Article V ("Polystyrene Foam Disposable Service Ware") is added to Chapter 13.20 ("Storm Drains and Discharges") of Title 13 ("Public Services") of "The Code of the City of Santa Clara, California," ("SCCC") to read as follows:

"Article V. Polystyrene Foam Disposable Service Ware

13.20.160 Definitions.

(a) "Disposable food service ware" means single-use disposable products used in the restaurant and food industry for serving prepared food and includes, but is not limited to, plates, trays, cups, bowls and hinged or lidded containers (clamshells). "Disposable food service ware" does not include straws, utensils, drink lids or ice chests.

(b) "Food vendor" means any establishment located in the City of Santa Clara that sells or otherwise provides prepared food for consumption on or off its premises, and includes, but is not limited to, any shop, sales outlet, restaurant, bar, pub, coffee shop, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, mobile food truck, vehicle or cart, or roadside stand. A "food vendor" does not include a food service provider that is associated with either a nonprofit organization with Section 501(c)(3) status under the Internal Revenue Code or a public agency sponsored program.

(c) "National food vendor" means a food vendor that is a chain of franchised or corporate owned establishments located in more than one state.

(d) "Polystyrene foam" means a thermoplastic petrochemical material made from a styrene monomer and expanded or blown using a gaseous agent (expanded polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). "Polystyrene

foam" is commonly made into disposable food service ware products. "Polystyrene foam" does not include clear or solid polystyrene (oriented polystyrene).

(e) "Prepared food" means food or beverages that are packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared on the premises. "Prepared food" does not include: (1) any raw, uncooked meat products or fruits or vegetables unless it can be consumed without further preparation; or (2) prepackaged food that is delivered to the food vendor wholly encased, contained or packaged in a container or wrapper, and sold or otherwise provided by the food vendor in the same container or packaging.

13.20.170 Polystyrene foam disposable food service ware prohibited.

(a) No national food vendor shall sell or otherwise provide prepared food in polystyrene foam disposable food service ware on or after September 1, 2014.

(b) No food vendor shall sell or otherwise provide prepared food in polystyrene foam disposable food service ware on or after January 1, 2015.

13.20.180 Exemptions to the polystyrene foam disposable food service ware prohibition.

(a) A national food vendor or food vendor may seek an exemption from the prohibition under Section 13.20.170 due to a "unique packaging hardship" under Subsection (b) of this Section or a "financial hardship" under Subsection (c) of this Section.

(b) The national food vendor or food vendor must demonstrate that no reasonably feasible alternative exists to a specific and necessary polystyrene foam disposable food service ware to qualify for a "unique packaging hardship" exemption.

(c) The national food vendor or food vendor must demonstrate both the following to qualify for a "financial hardship" exemption: (1) a gross income under $300,000 on its annual income tax filing for the most recent tax year, and (2) with respect to each specific and necessary

polystyrene foam disposable food service ware, that there is no feasible alternative that would cost the same or less than the polystyrene foam disposable food service ware.

(d) The national food vendor or food vendor may submit a written application for an exemption on a form provided by the Public Works Department. The Director of Public Works or designee may require the applicant to submit additional information or documentation to make a determination regarding the exemption request. A request for exemption shall be with or without condition, for a period of twelve (12) months. The national food vendor or food vendor must apply for a new exemption period no later than sixty (60) days prior to the expiration of the then current exemption period to preserve a continuous exemption status. Each application shall be reviewed anew and will be based on the most current information available. The determination of the Director or designee shall be final and is not subject to appeal."

SECTION 4: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 5: Constitutionality, severability. 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 6: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this _____ 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
I:\ORDINANCES\13.1778 - Polystyrene ban 01-07-14.doc

Revised

Initial Study

Polystyrene Foam Disposable Food Service Ware Ordinance

CITY OF
SAN JOSE
CAPITAL OF SILICON VALLEY

July 2013

Revised August 2013

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Department of Planning, Building and Code Enforcement
JOSEPH HORWEDEL, DIRECTOR

PUBLIC NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION
CITY OF SAN JOSÉ, CALIFORNIA

File No. PP13-043. Polystyrene Foam Food Service Ware Ordinance.
Project Description: The proposed Polystyrene Foam Food Service Ware Ordinance is a model ordinance that would regulate the use of polystyrene foam food service ware by restaurants and food service establishments within participating jurisdictions in Santa Clara County. The proposed ordinance would phase-out the use of expanded or extruded polystyrene (EPS) foam food service ware, as adopted by implementing jurisdictions. Restrictions on use would be phased to allow restaurants using EPS food ware to transition to alternative products. Two options for additional regulation of EPS food ware products may also be adopted by any or all of the participating cities or towns and unincorporated Santa Clara County. The two options include: 1) a restriction of sales of EPS foam food service ware in retail stores and sales outlets; and 2) a restriction of sales of EPS coolers or ice chests which are not wholly encapsulated or encased within a more durable material.

PROJECT LOCATION: The proposed model ordinance would apply to retail food vendors within the following 14 incorporated cities and towns in Santa Clara County, California: San José, Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Santa Clara, Saratoga, and Sunnyvale. Two jurisdictions in the County that have already adopted restrictions on the use by retail food vendors of EPS foam food ware may amend their adopted ordinances to include these additional restrictions. These jurisdictions are: City of Palo Alto and County of Santa Clara (unincorporated area).

The City has performed environmental review on the project. Environmental review examines the nature and extent of any adverse effects on the environment that could occur if a project is approved and implemented. Based on the review, the City has prepared a draft Negative Declaration (ND) for this project. An ND is a statement by the City that the project will not have a significant effect on the environment.

The public is welcome to review and comment on the draft Negative Declaration.

The public comment period for this draft Negative Declaration begins on **July 10, 2013,** and ends on **August 9, 2013.**

The draft Negative Declaration, initial study, and reference documents are available online at: http://www.sanjoseca.gov/index.aspx?NID=2165 .

The documents are also available for review from 9:00 a.m. to 5:00 p.m. Monday through Friday at the City of San Jose Department of Planning, Building & Code Enforcement, located at City Hall, 200 East Santa Clara Street; and at the Dr. Martin Luther King, Jr. Main Library, located at 150 E. San Fernando Street.

For additional information, please contact John Davidson at (408)535-7895 or by e-mail at john.davidson@sanjoseca.gov .

Joseph Horwedel, Director
Planning, Building and Code Enforcement

Circulated on: 7/10/2013

John Davidson
Deputy

CITY OF
SAN JOSE
CAPITAL OF SILICON VALLEY

Department of Planning, Building and Code Enforcement
JOSEPH HORWEDEL, DIRECTOR

NEGATIVE DECLARATION

The Director of Planning, Building and Code Enforcement has reviewed the proposed project described below to determine whether it could have a significant effect on the environment as a result of project completion. "Significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance.

NAME OF PROJECT: Polystyrene Foam Food Service Ware Ordinance

PROJECT FILE NUMBER: PP13-043

PROJECT DESCRIPTION: The proposed Polystyrene Foam Food Service Ware Ordinance is a model ordinance that would regulate the use of polystyrene foam food service ware by restaurants and food service establishments within participating jurisdictions in Santa Clara County. The proposed ordinance would phase-out the use of expanded or extruded polystyrene (EPS) foam food service ware, as adopted by implementing jurisdictions. Restrictions on use would be phased to allow restaurants using EPS food ware to transition to alternative products. Two options for additional regulation of EPS food ware products may also be adopted by any or all of the participating cities or towns and unincorporated Santa Clara County. The two options include: 1) a restriction of sales of EPS foam food service ware in retail stores and sales outlets; and 2) a restriction of sales of EPS coolers or ice chests which are not wholly encapsulated or encased within a more durable material.

PROJECT LOCATION: The proposed model ordinance would apply to retail food vendors within the following 14 incorporated cities and towns in Santa Clara County, California: San José, Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Santa Clara, Saratoga, and Sunnyvale. Two jurisdictions in the County that have already adopted restrictions on the use by retail food vendors of EPS foam food ware may amend their adopted ordinances to include these additional restrictions. These jurisdictions are: City of Palo Alto and County of Santa Clara (unincorporated area).

COUNCIL DISTRICT: Citywide

APPLICANT CONTACT INFORMATION: Ella Samonsky, City of San Jose Environmental Services Division, 200 E. Santa Clara Street, T-7, San Jose CA 95113; (408) 793-4379

FINDING:

The Director of Planning, Building & Code Enforcement finds the project described above will not have a significant effect on the environment in that the attached initial study identifies no potentially significant effects on the environment.

FINDINGS REGARDING POTENTIALLY SIGNIFICANT ENVIRONMENTAL EFFECTS:

I. **AESTHETICS.** The project will not have a significant impact on aesthetics or visual resources, and therefore no mitigation is required.

II. **AGRICULTURE AND FOREST RESOURCES.** The project will not have a significant impact on agriculture or forest resources, and therefore no mitigation is required.

III. **AIR QUALITY.** The project will not have a significant air quality impact, and therefore no mitigation is required.

IV. **BIOLOGICAL RESOURCES.** The project will not have a significant impact on biological resources, and therefore no mitigation is required.

V. **CULTURAL RESOURCES.** The project will not have a significant impact on cultural resources, and therefore no mitigation is required.

VI. **GEOLOGY AND SOILS.** The project will not have a significant impact due to geology and soils, and therefore no mitigation is required.

VII. **GREENHOUSE GAS EMISSIONS.** The project will not have a significant impact due to greenhouse gas emissions, and therefore no mitigation is required.

VIII. **HAZARDS AND HAZARDOUS MATERIALS.** The project will not have a significant hazards and hazardous materials impact, and therefore no mitigation is required.

IX. **HYDROLOGY AND WATER QUALITY.** The project will not have a significant hydrology and water quality impact, and therefore no mitigation is required.

X. **LAND USE AND PLANNING.** The project will not have a significant land use impact, and therefore no mitigation is required.

XI. **MINERAL RESOURCES.** The project will not have a significant impact on mineral resources, and therefore no mitigation is required.

XII. **NOISE.** The project will not have a significant noise impact, and therefore no mitigation is required.

XIII. **POPULATION AND HOUSING.** The project will not have a significant population and housing impact, and therefore no mitigation is required.

XIV. **PUBLIC SERVICES.** The project will not have a significant impact on public services, and therefore no mitigation is required.

XV. **RECREATION.** The project will not have a significant impact on recreation, and therefore no mitigation is required.

XVI. TRANSPORTATION / TRAFFIC. The project will not have a significant traffic impact, and therefore no mitigation is required.

XVII. UTILITIES AND SERVICE SYSTEMS. The project will not have a significant impact on utilities and service systems, and therefore no mitigation is required.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE. The project will not substantially reduce the habitat of a fish or wildlife species, be cumulatively considerable, or have a substantial adverse effect on human beings, and therefore no mitigation is required.

PUBLIC REVIEW PERIOD:

Before 5:00 p.m. on **August 9, 2013**, any person may:

1. Review the Draft Negative Declaration (ND) as an informational document only; or

2. Submit written comments regarding the information, analysis, and mitigation measures in the Draft ND. Before the ND is adopted, Planning staff will prepare written responses to any comments, and revise the Draft ND, if necessary, to reflect any concerns raised during the public review period. All written comments will be included as part of the Final ND.

Joseph Horwedel, Director
Planning, Building and Code Enforcement

Circulation period: **from July 10, 2013 to August 9, 2013.**

John Davidson
Deputy

Revised 5-6-11 jam

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APPENDICES

Appendix A Draft Ordinances (A1: City of San José & A-2: City of Sunnyvale)
Appendix B Baseline Estimates of Disposable Polystyrene Foam Food Ware
Appendix C Summary of Life Cycle Assessments
Appendix D Information on Disposable Food Containers

SECTION 1.0 INTRODUCTION AND PURPOSE

This Initial Study of environmental impacts is being prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines (California Code of Regulations §15000 *et.seq.*) and the regulations and policies of the City of San José.

This Initial Study evaluates the potential environmental impacts that might reasonably be anticipated to result from implementation of a model **Polystyrene Foam Food Ware Ordinance** in up to 13~~14~~ incorporated cities and towns within Santa Clara County, California.

SECTION 2.0 PROJECT INFORMATION

2.1 PROJECT TITLE

Polystyrene Foam Disposable Food Ware Ordinance

2.2 OVERVIEW OF THE PROPOSED PROJECT

The project is adoption of an ordinance regulating the use of polystyrene foam food ware by restaurants and food service establishments. The proposed Polystyrene Foam Food Service Ware Ordinance ("Proposed EPS Food Ware Ordinance") is a model ordinance that would regulate the use of polystyrene foam food service ware within participating jurisdictions in Santa Clara County. Participating jurisdictions for the model ordinance that currently do not have restrictions on expanded or extruded polystyrene (EPS) foam food ware include 13~~14~~ of the 15 incorporated cities in Santa Clara County (Palo Alto, Los Altos Hills, and unincorporated County of Santa Clara jurisdictions already have bans in place). The Proposed Ordinance would phase-out the use of EPS foam food service ware at restaurants and food service establishments within Santa Clara County, as adopted by implementing jurisdictions.

EPS foam food ware use at restaurants and other food vendors would be prohibited in all adopting cities and towns. Restrictions on use would be phased to allow restaurants using EPS food ware to transition to alternative products.

Two options for additional regulation of EPS food ware products may also be adopted by any or all of the participating cities or towns and unincorporated Santa Clara County. The two options include: 1) a restriction of sales of EPS foam food service ware in retail stores and sales outlets; and 2) a restriction of sales of EPS coolers or ice chests which are not wholly encapsulated or encased within a more durable material. These options may be incorporated in EPS Food Ware Ordinance language for adoption by individual jurisdictions.

In the City of San José, the ordinance would consist of revisions to Chapter 9.10 of Title 9 of the City's Municipal Code to prohibit the use of polystyrene foam food ware by food vendors.

A copy of the draft model ordinance is provided in Appendix A-1. The draft ordinance for the City of Sunnyvale, which includes provisions to phase-out the sale of empty containers is provided in Appendix A-2.

2.3 PROJECT LOCATION

The proposed model ordinance would apply to retail food vendors within the following 13~~14~~ incorporated cities and towns in Santa Clara County, California:

- San José
- Campbell
- Cupertino
- Gilroy
- Los Altos
- ~~Los Altos Hills~~
- Los Gatos
- Milpitas
- Monte Sereno
- Morgan Hill
- Mountain View
- Santa Clara
- Saratoga
- Sunnyvale

Individual cities or towns may also add provisions that would cover retail sale of containers and/or sale of unlined polystyrene (PS) foam ice chests at retail stores. Three ~~Two~~ jurisdictions in the County that have already adopted restrictions on the use by retail food vendors of EPS foam food ware may amend their adopted ordinances to include these additional restrictions. These jurisdictions are:

- City of Palo Alto
- County of Santa Clara (unincorporated area)
- Town of Los Altos Hills

The Town of Monte Sereno does not currently have retail vendors within their town limits and there is no apparent need to adopt the ordinance at this time. Residents of Monte Sereno would be affected by implementation of the ordinance in adjacent cities that do have retail vendors. The Town of Los Altos Hills previously adopted an ordinance regulating the use of polystyrene containers in July 2012.

The project area is located at the southerly end of San Francisco Bay as shown on Figure 2.3-1. The 13~~14~~ jurisdictions that are considering adoption of the model ordinance cover over 320~~9~~ square miles, which is about one-third (32 percent) of the 1,029.1 square miles of Santa Clara County. The estimated resident population as of January 2012 within these cities and towns was 1,656,561 ~~1,664,588~~ (about 91~~92~~ percent of Santa Clara County) with about 819,053~~822,525~~ jobs (91 percent of jobs in the County). A breakdown of residents and employment by jurisdiction is provided in Table 2.3-1.

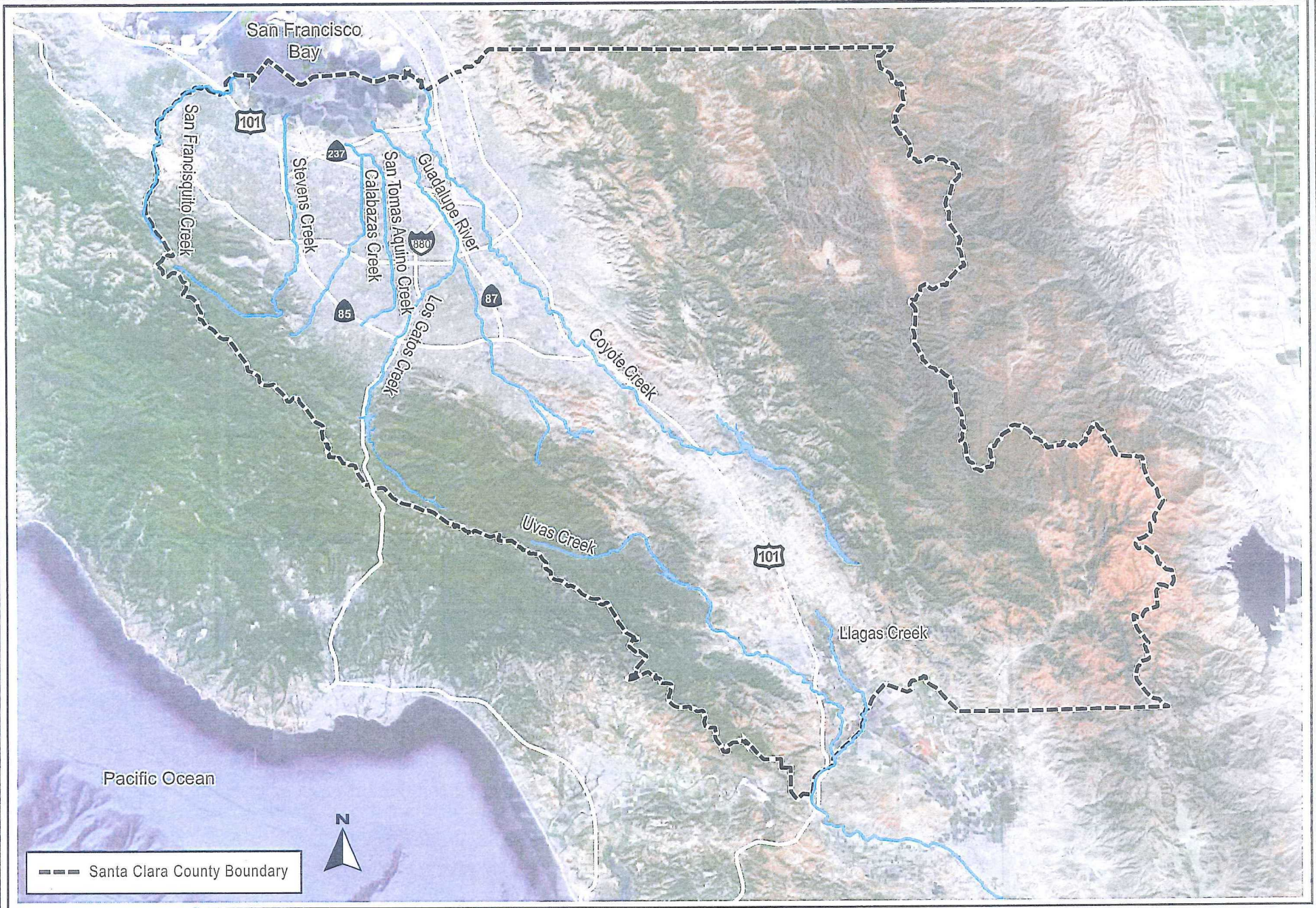
Table 2.3-1 Jurisdictions within Santa Clara County			
Jurisdiction	**Area[1] (in square miles)**	**Population[2] (2012 estimates)**	**Employment[3] (includes Self-employed)**
Participating Jurisdictions			
San José	176.5	971,372	475,766
Campbell	5.8	39,882	22,965
Cupertino	11.3	59,022	26,639
Gilroy	16.2	50,158	20,405
Los Altos	6.5	29,460	13,429
~~Los Altos Hills~~	~~8.8~~	~~8,027~~	~~3,472~~
Los Gatos	11.1	29,854	15,221
Milpitas	13.6	66,966	32,099
Monte Sereno	1.6[4]	3,373	1,747
Morgan Hill	12.9	39,127	19,192
Mountain View	12.0	75,275	43,377
Santa Clara	18.4	118,813	60,239
Saratoga	12.4	30,363	12,903
Sunnyvale	22.0	142,896	75,071
Total	320.3 ~~329.1~~	1,656,561 ~~1,664,588~~	819,053 ~~822,525~~
Jurisdictions in Santa Clara County with Disposable Food Ware Ordinances (Amendments Only)			
Los Altos Hills	8.8	8,027	3,472
Palo Alto	23.9	65,544	33,282
Unincorporated Santa Clara County	676.1	86,354	46,441

[1] Area data is from U.S. Census Bureau. "State & County QuickFacts." 2010. Last revised January 10, 2013. Available at: http://quickfacts.census.gov

[2] Population data is from the California Department of Finance. "E-1 Population Estimates for Cities, Counties, and the State — January 1, 2011 and 2012." May 2012. Available at: http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/

[3] Employment data from the American Community Survey 2006-2010 in: Bay Area Census. "Santa Clara County." (Plus pages for each member jurisdiction). Available at: http://www.bayareacensus.ca.gov/counties/SantaClaraCounty.htm

[4] City of Monte Sereno. "About Monte Sereno." 2012. Available at: http://asoft2013.accrisoft.com/montesereno/

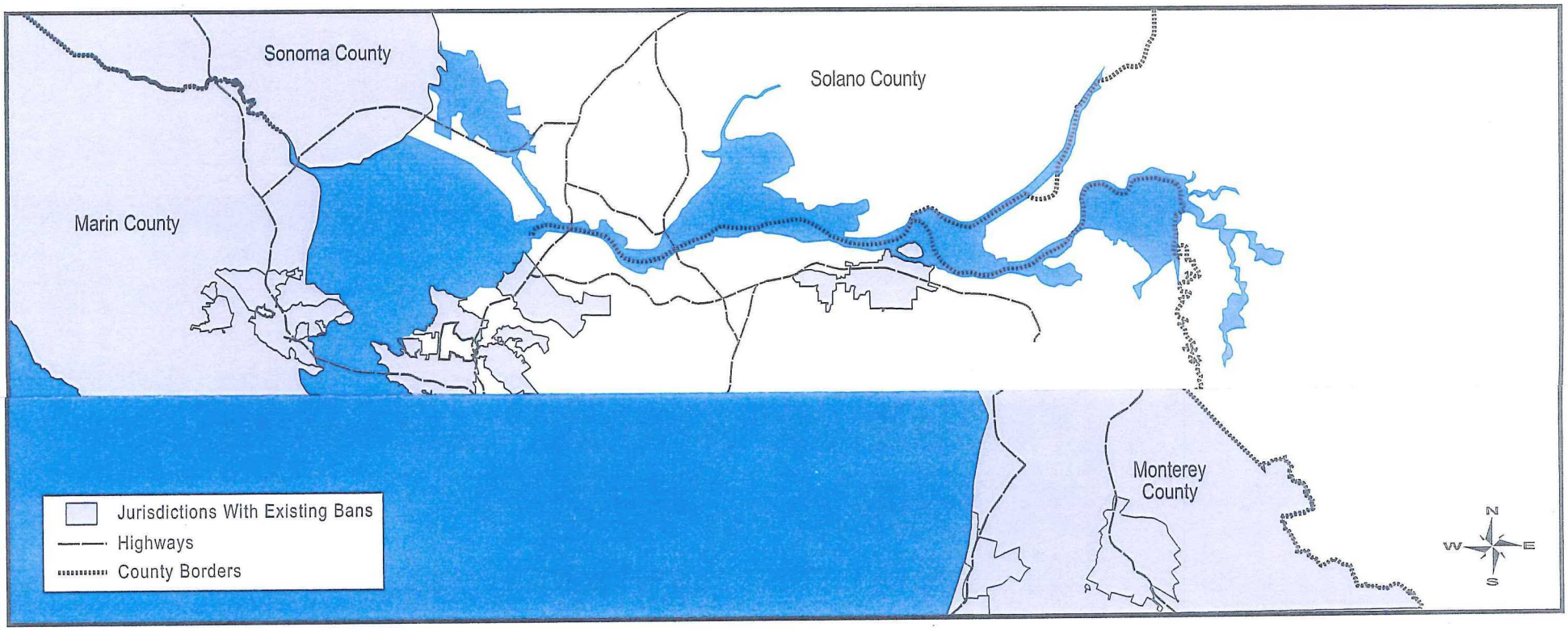


REGIONAL MAP

FIGURE 2.3-1

PARTICIPATING JURISDICTIONS

FIGURE 2.3-2



EXISTING BANS

FIGURE 2.3-3

2.4 LEAD AGENCY CONTACT

John Davidson
City of San José
Department of Planning, Building, & Code Enforcement
200 E. Santa Clara Street, Third Floor
San José, CA 95113
(408) 535-7898
(408) 778-6480

2.5 PROJECT PROPONENT

City of San José
Environmental Services Division
200 E. Santa Clara Street, 10th Floor
San José, CA 95113
(408) 535-8550
Attn: Ella Samonsky

2.6 PROJECT-RELATED APPROVALS, AGREEMENTS AND PERMITS

- Municipal or County Code Amendments by each participating jurisdiction

SECTION 3.0 PROJECT DESCRIPTION

3.1 PROJECT BACKGROUND AND PURPOSE

3.1.1 What is Polystyrene Foam Food Ware?

Styrene is a carbon containing compound that can be converted to a polymer (chain of molecules) or synthetic resin through a process known as polymerization. Polystyrene is composed of a large number of the styrene monomer, or molecules ($C_6H_5CHCH_2)_n$, and is used widely to make plastic products.

Polystyrene foam is a thermoplastic material derived from petrochemicals.[1] Thermoplastic resins consist of long molecules that can be melted and solidified by heating and cooling.[2] When a blowing agent (such as pentane) is added to general purpose polystyrene resin, the material is referred to as "expandable (or "expanded") polystyrene".

Two common types of polystyrene foam are expanded polystyrene and extruded polystyrene foam. Polystyrene foam beverage cups are generally made of expanded polystyrene.[3] Common extruded polystyrene foam food service ware products include foam plates and trays, clam shells, meat trays, and egg cartons. For the purposes of this study, both expanded and extruded polystyrene foam products will be referred to as EPS, unless otherwise noted.

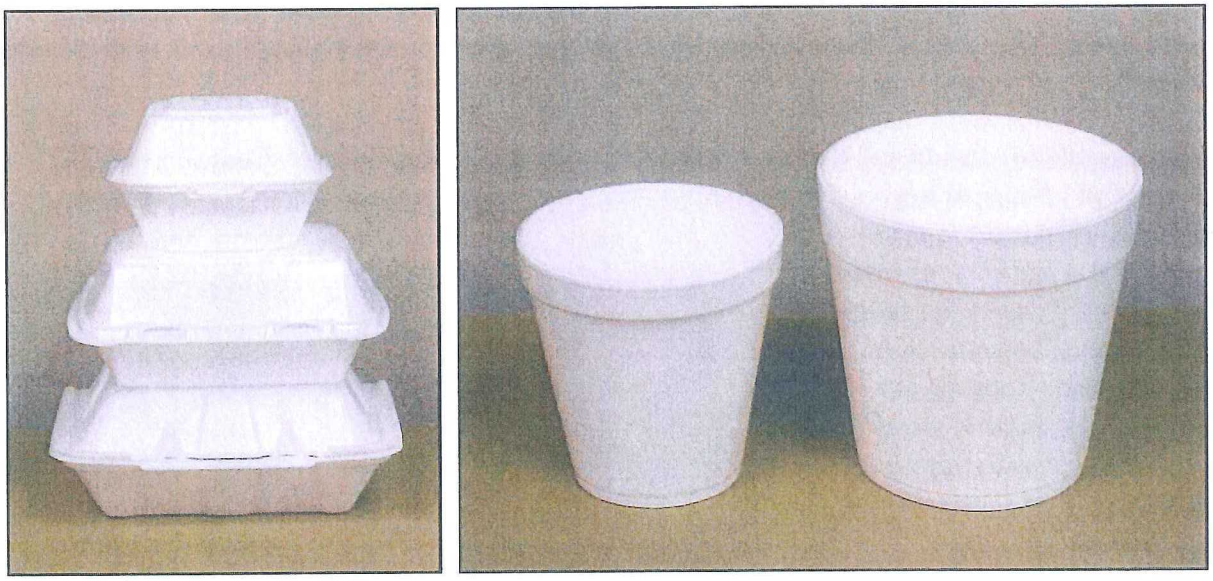


Photo 1: EPS Foam Food Ware

[1] "Thermoplastic" refers to a polymer (such as polyethylene or polystyrene) that becomes pliable or moldable above a specific temperature, and returns to a solid state upon cooling (Source: http://en.wikipedia.org/wiki/Thermoplastic). Petrochemicals are substances obtained by the refining and processing of petroleum or natural gas.

[2] SPI. "Definitions of Resins". Accessed April 16, 2013. <http://www.plasticsindustry.org/AboutPlastics/content.cfm?ItemNumber=656&&navItemNumber=1128>

[3] EPS food service ware is sometimes incorrectly referred to as "Styrofoam®". Although it also is composed of the same base material, polystyrene, "Styrofoam®" refers to an extruded (building) insulation product produced and marketed solely by the Dow Chemical Company.

3.1.2 What is the Purpose of Adopting an Ordinance?

The basic objectives of the proposed project are to:

- Reduce the amount of EPS foam food ware in urban litter;
- Reduce the amount of EPS foam material that reaches local water ways and ultimately, San Francisco Bay or Monterey Bay and the Pacific Ocean.
- Reduce use of a material that cannot be composted or recycled.

Photo 2: Food Ware Litter in Coyote Creek

Multiple cities in Santa Clara County, the San Francisco Bay Area, the State of California, and throughout the country are considering adoption or have adopted ordinances that ban or limit the use of EPS foam food ware. In the Bay Area and areas near the ocean, a primary concern has been the fate of EPS foam litter in the environment. EPS foam is friable, light and easily becomes airborne and/or breaks into small pieces which are hard to collect. EPS foam is also a uniquely problematic pollutant for aquatic and marine environments because it floats and is highly visible. Birds and marine wildlife are also reported to ingest these small pieces of material.

From a regulatory standpoint, the San Francisco Bay Regional Water Quality Control Board has required all Municipal Regional Permit (MRP) National Pollutant Discharge Elimination System (NPDES) permittees (cities, counties and agencies) to reduce litter entering waterways through the municipal separate storm sewer system. Some permit requirements relate to visual assessment of waterways and attainment of no visible impact due to trash.

In Santa Clara County, two jurisdictions (Palo Alto in 2009 and the County of Santa Clara in 2012) have adopted food vendor

Photo 3: Lighter Materials in a Hydrodynamic Separator within the San José Storm Drainage System

EPS foam food container bans.[4] An additional 30 cities and counties in California have enacted ordinances banning EPS foam containers at restaurants. The cities and towns of San José, Sunnyvale, Cupertino, Milpitas, Mountain View, Morgan Hill, and Los Altos in Santa Clara County have individually initiated research on the fate of EPS foam food ware in their communities and options for regulating the use of this material.

In late 2012, the City of San José approached other jurisdictions regarding the development and review of a model ordinance that could be used by cities and towns within Santa Clara County. Consideration of a model ordinance would allow for there to be uniformity in definitions and a consolidated and comprehensive environmental review process. The proposed model ordinance project is intended to address challenges associated with the collection and control of litter from single-use polystyrene foam food ware on a broad, uniform, County-wide basis.

3.2 PROJECT COMPONENTS

3.2.1 Definitions of Regulated Activities

The ordinance would prohibit the use of disposable polystyrene foam food and beverage containers for serving (dine-in) or transporting (take-out) prepared foods by food vendors within the specific jurisdictions of incorporated Santa Clara County that adopt the ordinance.

Prepared food does not include uncooked eggs, fish, meat or poultry unless provided for consumption without further food preparation (e.g., sushi).

Disposable food service ware includes, but is not limited to, plates, cups bowls, trays, and hinged or lidded containers, also known as clamshells.

Typical EPS foam food containers that would be covered by the ordinance are clamshell containers, plates and cups, as shown in Photo 4.

Photo 4: Examples of EPS foam Products Subject to the Proposed Ordinance

3.2.2 Exceptions

In the model ordinance, pre-packed food that arrives at the premises of the food vendor in a container or wrapper and is not removed from the container or wrapper before its sale or provision is not covered by the EPS food ware prohibition (e.g., ramen noodles in a EPS foam cup or pre-packaged dried fruit or vegetables sold at a grocery store).

[4] In addition, several jurisdictions, including the City of San José (City Council Policy 4-6) and Town of Los Gatos (Section 5c of the Town's Purchasing Manual), have adopted environmental procurement policies that restrict the purchase and use of EPS foam products by the city or town and/or at city or town-sponsored events.

As noted above, EPS foam food ware used for raw eggs and raw, butchered meat, fish or poultry is exempt and would not be prohibited.

3.2.3 Optional Provisions

Two options for additional regulation of EPS food ware products may also be adopted by any or all of the participating cities or towns and unincorporated Santa Clara County. The two options include: 1) a restriction of sales of EPS foam food service ware in retail stores and sales outlets; and 2) a restriction of sales of EPS coolers or ice chests which are not wholly encapsulated or encased within a more durable material.

The prohibition of sale of (empty) polystyrene foam containers and service ware by vendors (e.g., stores or business that sell goods or merchandise) would apply to a variety of sales outlets, such as grocery stores and drug stores, food service ware suppliers (e.g., restaurant supply, cash and carry, big box retailers), hardware stores and sporting goods stores (i.e., foam ice chests not encapsulated in other materials). The restrictions on EPS foam container sales would apply within the city or town limits.

These options may be incorporated in EPS Food Ware Ordinance language for adoption by individual jurisdictions.

3.2.4 Implementation

The ordinance would take effect no sooner than January 1, 2014, or 30 days following adoption by each jurisdiction. Implementation may be staggered for large food vendors (part of a chain or franchise of food vendors that operate in more than one state) and small food vendors. The ordinance would take effect for small food vendors (not part of an interstate chain or franchise) one year later.

For jurisdictions that adopt the optional provision prohibiting the sale of polystyrene foam containers and food service ware by sales outlets, implementation of the limits on sales may take place after the effective date for food vendors.

3.2.5 Exemptions

The ordinance includes provisions for exemptions due to undue hardship that may vary by jurisdiction. Exemptions would be granted on a case-by-case basis by city or town staff (e.g., Director of Environmental Services Department) and may consider unique financial or economic hardship and/or situations where no reasonably feasible available alternative exists.

SECTION 4.0 SETTING, ENVIRONMENTAL CHECKLIST AND IMPACTS

This section describes the existing environmental conditions on and near the project area, as well as environmental impacts associated with the proposed project. The environmental checklist, as recommended in the California Environmental Quality Act (CEQA) Guidelines, identifies environmental impacts that could occur if the proposed project is implemented.

The right-hand column in the checklist lists the source(s) for the answer to each question. The sources cited are identified at the end of this section.

METHODOLOGY AND APPROACH FOR IMPACT ANALYSIS

Most CEQA documents are prepared for development or planning projects, a condition in which a project proponent or agency is proposing to build something that does not currently exist. On a vacant project site, a new proposed project would create a land use and physical set of improvements that did not exist before. If the site is already developed, then the new project would replace one set of land uses and physical improvements with a new and different set. In both cases, the physical impact – an increment of physical change – is clear and distinct when compared to the existing environment.

The proposed project is the adoption and implementation of an ordinance intended to reduce the use and disposal of single-use polystyrene foam food ware. The project will not eliminate single-use food ware of all types, nor necessarily reduce the amount of food ware being used, but will reduce quantities of these products composed of *polystyrene foam* currently being used in Santa Clara County.

While the ordinance will phase-out a particular material type (PS foam), food vendors and retail customers will be allowed to choose among other readily available substitute products for each of the various food ware containers. Therefore, there will be a reasonably foreseeable shift away from EPS foam products to substitute products made of materials that would not be subject to the phase-out. The CEQA analysis in this Initial Study will focus on the environmental consequences associated with the manufacture, transport, use, and disposal of the substitute products made from allowed materials. In choosing to phase-out EPS foam food ware, each participating jurisdiction must be informed as to whether any of the substitute products has its own unacceptable unintended environmental consequences. Key questions include: to what degree will various substitute products occupy the 'void' left by banning EPS foam products, where and how are the substitutes made, are they typically disposed in landfills, composted, or recycled, and are there particular environmental issues or hazards (as compared to EPS foam products), if they become litter?

All CEQA analyses require some degree of forecasting, and that is true of the analysis in this Initial Study. The project is the adoption and implementation of a model ordinance and the following discussion of environmental impacts forecasts how businesses and consumers will comply with the ordinance, and what changes those efforts to comply might make to the physical environment. CEQA does not require that the environmental analysis engage in speculation, but that a good faith

effort be made to identify and disclose the likely direct, and reasonably foreseeable indirect, physical changes to the existing environment resulting from the project being approved.

Maximum Impact Scenario

This Initial Study analyzes the maximum impact scenario that could occur with the adoption of a polystyrene foam food ware ordinance by jurisdictions in Santa Clara County (acknowledging such an ordinance is already in effect in Palo Alto and unincorporated County areas). The maximum impact scenario is a set of assumptions about the scope of the ordinance that would likely result in the greatest amount of change, which would reasonably be assumed to result in adverse environmental impacts, including full implementation by all jurisdictions and compliance by all of the affected business vendors and other entities.[5] Failure to comply with the ordinance, for example, would not cause any change from existing conditions and would not, therefore, result in any "impact" from the project.

In addition to banning EPS foam food ware use at restaurants and other food vendors, two options for additional regulation of EPS food ware products may also be adopted by one or more of the participating cities or towns. Adoption of the model ordinance with both options, a restriction of sales of EPS foam food service ware in stores and sales outlets and a restriction of sales of EPS coolers or ice chests which are not wholly encapsulated or encased within a more durable material, would represent the maximum impact scenario.

While the following discussion of environmental effects of the maximum impact scenario assumes that all of cities and towns in Santa Clara County would adopt the ordinance with the two options as described, the most basic purpose for preparing any CEQA analysis is to provide useful information to the decision makers, who may subsequently choose to modify the project based on the Initial Study or other information. An individual jurisdiction (e.g., city or town) might, for example, decline to adopt the ordinance exactly as it is described in this Initial Study, or the various cities and towns might each adopt slightly different ordinances. CEQA allows a lead or responsible agency to approve a smaller or lesser impact project than that described in the Initial Study, or to approve a part of the project described in the Initial Study. In addition, the project may be changed in order to incorporate new elements that will further reduce or avoid adverse impacts, and it can still be covered by the same environmental review (e.g., this Initial Study).

In the discussions that follow, impacts will be discussed in the context of the entire area covered by the 13~~14~~ cities and towns considering adoption of an EPS foam food ware ordinance. It also covers amendments to existing ordinances in the City of Palo Alto, Town of Los Altos Hills, and unincorporated Santa Clara County. As noted above, the maximum impact scenario will entail the adoption of the model ordinance and both options by each jurisdiction. Any ordinance or set of ordinances that is implemented by anything less than the 13~~14~~ cities and towns and modifications for the three~~two~~ jurisdictions that cover the remainder of the County would (by definition) result in less change from the existing conditions producing less impact (as well as reduced benefits in terms of the amount of EPS litter reaching waterways), and those impacts would therefore be within the impact parameters of the analysis completed in this Initial Study. If a potentially significant impact from adoption of the model ordinance is identified countywide, the discussion will also disclose

[5] The maximum impact scenario is not the same thing as a "worst case", which implies extreme conditions.

whether the impact could also be significant at the local jurisdictional level (*i.e.,* would the impact from a single city or town also be significant).

CEQA requires that an environmental impact analysis identify the impact of a proposed project upon the existing physical conditions "on the ground". "Existing" is usually defined as conditions which existing at the time the environmental analysis begins. The environmental analysis for this project was undertaken in Spring 2013. The date therefore defines the baseline period for this environmental analysis.

Baseline EPS Foam Food Ware Use

PS foam is one of a number of materials used to manufacture disposable or single-use food service ware. Precise information on the number of EPS foam cups, plates, clamshells and food trays used or distributed within the project area (i.e., within each jurisdiction or cumulatively across Santa Clara County) is not readily available from government agencies or other independent sources. In the absence of precise data, an estimate for the project area can be derived in several ways from readily available information on EPS foam food service ware: 1) manufacture, 2) occurrence in the waste disposal stream and 3) as litter. Where information is for larger sample areas (e.g., national or state) estimates are presented on a per capita basis. For smaller sample areas (e.g., an individual city or town), projected baseline rates for the project area (i.e. incorporated jurisdictions in Santa Clara County) are adjusted on both a per capita or per service population (residents + jobs) basis to reflect the influence of both residents and the daytime population of employees (refer to Appendix B for a detailed discussion of baseline estimates). As appropriate, per capita estimates for individual jurisdictions are also provided for informational purposes. The purpose of this discussion is allow for a big picture, or overall view, of the materials that would be replaced with substitute products if the model ordinance is approved and implemented.

Baseline Estimates Based on EPS Foam Food Ware Production

Information on the number of single use EPS foam food ware containers (e.g., cups, bowls, plates, clamshells and ice chests) used in the project area was not found to be readily available. Estimates of EPS foam food ware use were assessed based upon available information on EPS foam production and sales, waste characterization and litter studies (refer to Appendix B). EPS foam food ware used in the project area consists of an unknown mixture of products, including plates, cups, trays and clamshells. An equivalent number of items per pound for individual products can be estimated, however. One pound of EPS foam food ware would be equivalent to about:

- 46 8-inch clamshells *or*
- 53 9-inch plates *or*
- 91 16-ounce cups *or*
- 53 32-ounce cups.

Based upon a review of the categories for polystyrene resin sales and production (in the U.S., Canada and Mexico) in the 2012 Edition of *The Resin Review*, the baseline use of EPS foam food ware could range from about 1.8 pounds per capita to a high of about seven (7) pounds per capita.

Baseline Estimates Based on Waste Characterization Studies

Waste characterization studies that cover some or all of the project area include both statewide studies and studies conducted within the Cities of San José, Sunnyvale, Mountain View and Palo Alto. EPS foam food ware is a component of solid waste in the plastics category.

A waste characterization study for the residential and commercial sectors was conducted in the City of San José in March 2008.[6] Based on this waste characterization study, an estimate of annual EPS foam food ware use (not accounting for materials improperly disposed of as litter and not collected) would be up to 2,621 tons, or 5.3 pounds per capita and 3.9 pounds per service population.[7] This estimate could be a conservatively high value for EPS food ware use as the total expanded polystyrene subcategory includes some items, such as egg cartons and packing materials that would not be affected by the model ordinance.

A 2010 waste characterization report found that EPS[8] food packaging makes up an estimated 689 tons per year of waste transferred to the landfill from the cities of Sunnyvale and Mountain View after materials recovery at the Sunnyvale Materials Recovery and Transfer Station (SMaRT Station®). This is about 0.5 percent of the total waste disposed.[9] The EPS food packaging subcategory specifically included clamshells, cups, plates, and bowls. Annually, this represents approximately 6.4 pounds per year per capita or 4.1 pounds per year per service population of the two cities.[10]

Limited user surveys have been undertaken in the City of Milpitas and unincorporated Santa Clara County of businesses that use single-use disposable food containers. In a survey of 25 businesses in the City of Milpitas, about one-half (13) used EPS foam food containers. Of the businesses that use polystyrene take-out containers, the majority estimated use of more than 2,000 pieces per month of clamshells, soup cups with lids, hot drink cups, cold drink cups, plates, and other products.[11] An estimate of monthly use by food service businesses was not projected citywide, however.

Based upon local waste characterizations within Santa Clara County, EPS food ware appropriately disposed of is conservatively about 4 pounds per service population. Service population is defined as residents + jobs in a jurisdiction or area.

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[6] Cascadia Consulting Group. "City of San José Waste Characterization Study Final Report – DRAFT." May 2008. Prepared for the City of San José.

[7] Based upon an estimated population of 985,307 and a service population of 1,354,757 (985,307 residents plus 369,450 jobs) for the City of San José in 2008. (Source: City of San José. "Envision San José 2040 General Plan Final Program EIR." 2010.).

[8] Note: In some studies, the term EPS refers to all EPS foam food ware, both expanded (e.g., cups) and extruded foam (e.g., plates and clamshells). Unless otherwise noted, EPS categories in waste categorization studies includes both types of EPS foam food ware.

[9] Cascadia Consulting Group. "City of Sunnyvale Waste Characterization Report." November 2010. Prepared for the City of Sunnyvale.

[10] Based upon a combined population for the cities of Sunnyvale and Mountain View in 2010 of 214,147 persons and a service population of 337,147 (residents + jobs). (Sources: 2010 Census data and Association of Bay Area Governments. "Draft Plan Bay Area: Draft Forecast of Jobs, Population and Housing." March 2013)

[11] Cascadia Consulting Group. "Expanded Polystyrene Food Service Take-Out Container Study." April 26, 2011. Prepared for the City of Milpitas.

Baseline Estimates Based on Litter Studies

Litter is waste that is improperly discarded. Due to the aesthetic, health, and environmental effects of litter, a number of organizations and government agencies track and characterize trends in litter generation, human behavior, and fate in the environment. It is important to note that it is difficult to document and categorize litter because it is the result of human behavior (frequently impulsive behavior) and littered materials are operated on by various environmental factors, such as wind, sunshine, and rain. For example, the amount of a particular type of litter may vary on the street versus in a storm drain due to the weight and transportability of the material (e.g., EPS easily blows or washes away from a location where it is dropped). It is also difficult to compare study results because there is no one standardized methodology that is appropriate for studies in all environments (e.g., streets, highways, parks, waterways, and shorelines).

Street Litter Studies

The City of San José has conducted a number of trash characterization studies at locations throughout the City that look at counts and/or the volume of litter found in the environment. Studies conducted on city streets include:

- SAIC. *The City of San José Streets Litter 2008*. September 30, 2008. Prepared for City of San José Department of Environmental Services.
- City of San José. *Targeted Litter Assessment.* 2009.
- City of San José. *Litter Assessment Data.* 2012. Spreadsheet.

The street litter assessments completed in San José range from a random sampling of counted litter (2008 Streets Litter) to surveys of litter "hot spots" with litter counts recorded.

The 2008 street litter survey counted items of litter found at 125 randomly selected sites. EPS foam cups were found to make up 0.65 percent of the "large litter" counted. EPS foam plates and clamshells made up 0.1 and 0.05 percent respectively, for a total of 0.8 percent of EPS foam food ware. The 2009 and 2012 litter assessments used similar methodology for counting, however, they targeted areas known to accumulate litter. The 2009 targeted litter assessment included litter counts at 48 sites in the City of San José with relatively high concentrations of litter (e.g., litter "hot spots"). A total of 7,917 pieces of litter were counted from the 48 sites for an average of 165.5 items per site. At the targeted sites, the percent of total "large litter" included 1.6 percent polystyrene foam cups, 0.4 percent polystyrene foam food plates, and 0.2 percent polystyrene clamshells. Polystyrene trays, which depending on their use, may not be covered by the proposed ordinance made up about 0.2 percent of the total large litter. In 2012, litter was counted at 31 sites in the city where litter was known to accumulate. Polystyrene food ware products made up about 3.5

Comparison with Street Litter Studies Elsewhere

In a 2012 study underwritten by the American Chemistry Council Plastics Foodservice Packaging Group, Environmental Resources Planning LLC summarized the results of a number of litter characterization studies that recorded amounts of polystyrene foam food service products in urban litter. This summary included the 2008 San José street litter study. A median value of 1.5 percent of "large" litter[1] (by count) was reported to be EPS foam food ware, based upon 19 surveys between 1994 and 2008 in jurisdictions in the United States and Canada.

percent of the total litter counts. The breakdown by polystyrene food ware type was 2.2 percent polystyrene foam cups, 0.8 percent polystyrene foam food plates (rounded), and 0.1 percent polystyrene clamshells (rounded). Polystyrene foam trays were approximately 0.5 percent of the 2012 total litter count (refer to Appendix B for more detail on the results of litter assessments).

EPS foam food ware generally makes up four percent or less of total litter by any of these measures. EPS cups and plates appear to be more prevalent in these street litter assessments, where measured, than EPS clamshells. Individual subcategories (e.g., EPS foam plates, clamshells) likely are less than one percent of total litter by count. Total street litter loads citywide on an annual or other basis are not available.

Stormwater System Studies

Based upon recent studies completed by the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPP) in storm drain catch basins, approximately 3,900 cubic yards of trash that could reach creeks through the storm sewer system in the San Francisco Bay Basin is estimated to be generated annually.[12] SCVURPPP estimates that approximately eight (8) percent of this trash by volume, or 311 cubic yards, is EPS foam food ware.[13] It is important to note that this study focused on trash entering creeks via municipal storm drainage systems and does not include EPS foam litter deposited directly in waterways via wind or direct dumping.

The stormwater system studies conducted by SCVURPP do not cover the area of Santa Clara County south of Morgan Hill, including the cities of Morgan Hill and Gilroy, which drain to Monterey Bay. Available information on litter reaching waterways in this area is limited and is based upon litter collection efforts within creeks rather than the storm sewer system. Trash has been collected twice per year along several local creeks in the Morgan Hill and Gilroy areas since 2007 and the weight of trash (and recyclables) collected reported.[14] Tens of pounds to over 1,000 pounds of trash were collected at individual sites. A breakdown of the composition of trash collected (e.g., plastics, paper, EPS foam food ware) is not included in the past events results posted by the *Creek Connections Action Group*, which organizes the annual cleanups.

Summary of Litter Study Results

Data collected in some recent street and storm sewer system litter surveys provides information on the relative proportion of EPS foam food ware in litter. By all measures (volume and counts) the proportion is generally less than 10 percent by volume in stormwater system litter and ranging from less than one percent to 3.6 percent by count in street litter.

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[12] SCVURPPP. "Urban Runoff Trash Management: Reducing Impacts in Santa Clara Valley Creeks and San Francisco Bay." February 2013. Available at: <http://www.scvurppp-w2k.com/pdfs/1213/Trash_Factsheet_2012-Final_Feb.pdf>. See Table 4.9-2 in Section 4.9 Hydrology and Water Quality of this Initial Study for a breakdown of estimated trash loads in storm drain systems by jurisdiction for the SCVURPPP area (Santa Clara County north of Morgan Hill).

[13] CalRecycle lists the density of "Polystyrene blown, formed foam" as 9.62 pounds per cubic yard in a posted list of conversion factors for various types of waste. Applying this factor, would yield about 3,000 pounds of EPS foam food ware (refer to Appendix B).

[14] Creek Connections Action Group. "Past Events Results". Accessed April 24, 2013. Results for individual clean ups Available at: <http://www.cleanacreek.org/Pasteventsresults_main%20page.asp>.

As noted previously, the SCVURPP litter characterizations do not include litter directly deposited in waterways by wind or dumping and weight is generally not used in local litter studies as it does not assist with the assessment of the visibility or persistence of different types of litter in the storm drain systems and creeks.

In conclusion, the available baseline information for EPS food ware appearing as litter in Santa Clara County is:

- Street Litter: about 0.8-3.6 percent by count of large litter (four square inches in area or more) on streets based upon citywide and hot spot street litter surveys in San José; and
- Stormwater System Litter:
  - about eight (8) percent by volume based upon SCVURPP litter characterizations (i.e., trash loading) in storm drain systems discharging to creeks and waterways.[15]
  - about 311 cubic yards of EPS trash (roughly 3,000 pounds) per year in the SVURPP area.

Users and Manufacturers of EPS Foam Food Ware

The proposed model ordinance would restrict the use of single-use disposable EPS foam food ware in participating jurisdictions. A summary of the number of facilities and vendors with food handling permits in Santa Clara County is provided in Table 4.0-1. Food facilities covered by the County's permit program include restaurants, markets, bakeries, liquor stores, bars, certified farmers' markets, food service at fairs and festivals, catering trucks, hot dog carts, ice cream trucks, produce vehicles, and food vending machines.

Provisions of the ordinance, including the sale of empty EPS foam food ware and ice chests, could also apply to other vendors within the project area. The number and types of businesses and facilities are summarized in Table 4.0-2.

Secondary or Indirect Effects on Businesses

Section 15382 of the CEQA Guidelines defines a significant effect on the environment as "substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant."

[15] Refer to Table 4.9-2 in Section 4.9 Hydrology and Water Quality for a breakdown by jurisdiction.

Table 4.0-1: Permitted Food Vendors in Santa Clara County					
Jurisdiction	**Food Service[1]**	**Caterer**	**Mobile Food Facility**	**Grocery Stores**	**Other[2]**
San José	2,636	49	710	617	354
Campbell	188	14	6	42	54
Cupertino	230	2	4	28	36
Gilroy	188	0	31	66	19
Los Altos	89	1	2	15	30
Los Altos Hills	4	0	0	1	0
Los Gatos	157	3	4	37	31
Milpitas	347	3	5	55	40
Monte Sereno	0	0	0	0	0
Morgan Hill	154	0	6	39	21
Mountain View	380	4	50	70	159
Palo Alto	350	0	7	40	60
Santa Clara	568	13	144	102	57
Stanford	120	0	18	3	8
Saratoga	78	0	7	13	38
Sunnyvale	449	1	10	93	57
Unincorporated Santa Clara County	56	0	118	15	67
Total	5,994	90	1,122	1,236	1,031

Source: County of Santa Clara Department of Environmental Health, Food Safety Permit Program (2013)
[1] Food Service includes restaurants, cafes, delicatessens and other locations where food is prepared on-site (e.g., delicatessens in grocery stores).
[2] Other includes: food demonstrators and short-term events.

Table 4.0-2 Summary of Businesses and Facilities That May Sell, Use or Manufacture EPS Foam Food Ware		
Information Category	**Data**	**Sources**
Consumption		
Restaurants/Food Service Vendors in Santa Clara County	• 224 gas stations with convenience stores	• U.S. Census Bureau. *2010 County Business Patterns.* 2010.
	• 8,237 permits for food service, caterers, mobile food service, and other	• County of Santa Clara Department of Environmental Health (refer to Appendix B, Table B-1)
Grocery Stores in Santa Clara County	• 1,236 grocery stores	• County of Santa Clara Department of Environmental Health, Food Safety Permit Program (refer to Appendix B, Table B-1)
Sporting Goods Stores in Santa Clara County	• 123 sporting goods stores	• U.S. Census Bureau. *2009 County Business Patterns.* 2009.
Merchandise Stores in Santa Clara County	• 42 department stores (includes discount department stores) • 71 general merchandise stores (includes warehouse clubs and supercenters)	• U.S. Census Bureau. *2010 County Business Patterns.* 2010.
Retail/Pharmacy in Santa Clara County	• 190 pharmacies and drug stores	• U.S. Census Bureau. *2010 County Business Patterns.* 2010.
Hardware Stores in Santa Clara County	• 38 hardware stores	• U.S. Census Bureau. *2010 County Business Patterns.* 2010.
Statewide Producers		
PS Foam Manufacturers	• 77 polystyrene foam manufacturers in California – 9.74 percent of value of U.S. shipments – 3,389 employees	• U.S. Census Bureau. *Industry Statistics Sampler.* 2007.

Indirect or secondary effects are impacts caused by a project that occur later in time or are farther removed in distance, but are still reasonably foreseeable.[16] Secondary effects may include effects related to induced changes in patterns of land use, population density, or growth rate, and related effects on air and water and other natural systems, including ecosystems. Effects analyzed under CEQA must be related to a physical change in the environment.

The proposed project is a model ordinance that would limit the use and sale of single-use polystyrene foam food ware and ice chests in Santa Clara County. Businesses that could be affected by the ordinance include restaurants, cafes, cafeterias, limited service restaurants (such as delicatessens, sandwich shops, fast food and drive-through restaurants), grocery and convenience stores, sporting goods and drug stores (e.g., EPS foam ice chest sales), restaurant supply companies, stores that currently sell or use EPS foam food ware and companies that manufacture these products.

As described by Economic & Planning Systems, Inc., in *Economic Impact Analysis of EPS Foodware Costs* prepared for the City of San José, there is currently a cost differential between EPS foam food ware products and likely substitutes.[17] The city includes a diversity of restaurants and greater economic effects would be expected to be experienced by food vendors that currently have a heavy use of EPS foam food ware for hot liquids and smaller lower revenue restaurants. As the cost of EPS foam food ware is one of many variable costs at food related businesses, the analysis concluded that it is unlikely that the ordinance would result in substantial business failures (e.g., that in turn could result in economic blight with land use consequences).

To the extent demand for EPS foam food ware would drop within a major urban market in California, production at manufacturing facilities, especially in California, could be affected. A drop in demand from individual cities is unlikely to be substantial, however, the implementation restrictions throughout the County, in combination with other EPS foam food ware bans elsewhere, would be a noticeable change in demand. The possible cumulative indirect effects on the environment associated with a reduction in demand for products produced at EPS foam food ware manufacturing facilities are addressed in *Section 4.18.3 Cumulative Impacts* of this Initial Study.

Baseline Conclusions

In summary, the baseline estimates for the project area (Santa Clara County) are follows:

1. **Baseline for EPS food ware used annually in Santa Clara County** –
   Counts for various products (cups, plates, clamshells) that could be applied countywide are not readily available. Based upon a review of the categories for polystyrene resin sales and production in the 2012 Edition of *The Resin Review*, the baseline use of EPS foam food ware could conservatively range from about 1.8 pounds per capita to a high of about seven (7) pounds per capita on an annual basis.

2. **Baseline for EPS food ware appropriately disposed as waste annually in Santa Clara County** – Based upon waste local characterization studies within Santa Clara County, EPS

[16] CEQA Guidelines Section 15358(a)(2).
[17] Economic and Planning Systems, Inc. "Economic Impact Analysis of EPS Foodware Costs." November 2012. Prepared for the City of San José.

food ware appropriately disposed of annually is conservatively 2.9- 4.1 pounds per service population (residents+ jobs) or 5.3-6.4 pounds per capita. The per capita estimate of about six pounds per year is within the range of the estimate noted above for annual food ware use (based upon production).

3. **Baseline for EPS food ware appearing as litter in Santa Clara County** – Based upon data collected in some recent street and storm sewer system litter surveys:

   - Street Litter: about 0.8-3.6 percent by count of large litter (four square inches in area or more) on streets based upon citywide and hot spot street litter surveys in San José; and
   - Stormwater System Litter:
     - about eight (8) percent by volume based upon SCVURPP litter characterizations (i.e., trash loading) in storm drain systems discharging to creeks and waterways.[18]
     - about 311 cubic yards of EPS trash (roughly 3,000 pounds) per year in the SVURPP area.

4. **Baseline for types of businesses and activities covered by the ordinance** – The ordinance would apply to a wide range of businesses and activities within the Santa Clara County project area. Over 8,000 businesses or organizations have food handling permits from the County of Santa Clara, including restaurants, cafes, mobile food service, caterers, grocery stores, convenience stores, and special events. Other vendors whose sales would be covered activities include several hundred restaurant and food service suppliers, warehouse stores, retail/pharmacy stores, sporting goods and hardware stores.

Substitute Products

Under the proposed ordinance, food vendors and providers would be prohibited from distributing EPS foam food service ware. Businesses and other establishments are expected to replace EPS foam items with substitute products which are already in use today. These products are made from the following materials:

Plastics

Hydrocarbon polymer resins such as polypropylene (PP), polyethylene terephthalate (PET), polycarbonate (PC), and polystyrene[19] (PS) can be used to manufacture disposable foodservice ware products such as cold drinking cups, bowls, clamshells, plates, and trays. Other plastics such as polyethylene and polyvinyl chloride could be used for these products, but PP, PET, PC, and PS are already widely used by food vendors. Like EPS foam, these materials are derived from petroleum refining and processing. Though some jurisdictions do not accept soiled plastics, in general all of these plastic resins are recyclable in Santa Clara County for both residential and commercial customers.

[18] Note: These studies do not include litter directly deposited in waterways by wind or dumping.
[19] When a blowing agent is added, polystyrene can be turned into expanded polystyrene (EPS). The proposed ordinance would only prohibit foamed polystyrene.

Bioplastics

Bioplastics are derived from plants and food by-products such as corn, whey, and sugar beets. The oils and starches of these plants can be separated from the plant and converted through a series of refining processes to hydrocarbon polymer chains. The 'bio' in bioplastic refers to the plant feedstock, not to its biodegradability. That is, not all bioplastics are biodegradable.

The most common bioplastic is polylactic acid, or PLA. PLA is similar to plastics such as PP, PS, and PET and can be formed into resin pellets which are melted and molded into products such as cold cups, plates, bowls, and clamshells. Another example of a bioplastic made from the aforementioned feedstocks is polyhydroxyalkanoate (PHA). The differences between PHA and PLA, aside from their chemical structures, are the refining processes used to make them. PLA is currently the most common bioplastic and is compostable in industrial compost facilities. PLA is inert in landfills and is not designed to degrade in the marine environment. PLA and PHA bioplastics are not recyclable.

Fiber - Paperboard/Molded Pulp

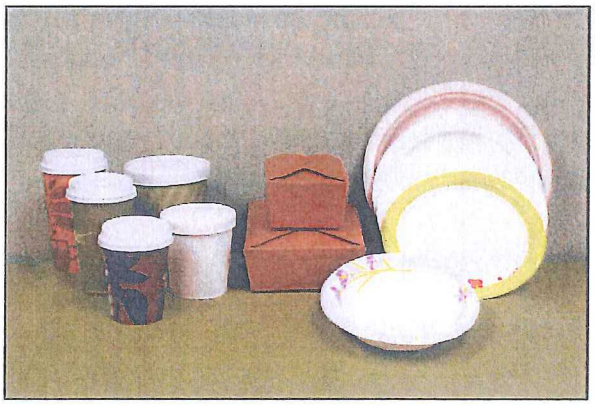


Photo 5: Examples of Paperboard and Molded Pulp Products

Many disposable food service products are made from the fibers of trees, which are processed into a pulp which can then be formed into paper. Paperboard is a thick paper material that is typically lined with plastic or wax to prevent moisture absorption and to increase product strength. It is commonly used for hot and cold cups, soup bowls, and plates, though it is possible that food vendors might also use paperboard clamshells, boxes and trays.

Molded pulp products can be made from virgin (newly-produced) or recycled paper fiber and formed into clamshells, bowls, and trays. Molded pulp products are identifiable by their rough texture and they are usually not lined. Some jurisdictions recycle fiber food service products, but many dispose of them in landfills. Fiber food service ware is compostable in industrial or municipal composting facilities regardless of the coating.[20] It will degrade in a water environment and may remain inert in a landfill.

Biodegradable Plant Fiber

Many products that are made from wood fiber can also be made with fibers from sugar cane, bulrushes, and wheat. Plant fibers such as bagasse, the fibers remaining from the sugar cane pulping process, are extracted during plant processing and used to make products in ways

[20] Compost is decomposed organic material that can be incorporated with soil or fertilizers.

similar to those of molded paper products. Biodegradable products can be composted in large scale municipal or industrial compost facilities and will degrade in a water environment. For jurisdictions that do not offer composting services, plant-based biodegradable products are disposed in landfills. Biodegradable plant fiber products may remain inert in a landfill depending on the exposure to moisture.

Food vendors use a range of food service ware products made from different material types based not only on price, but also the characteristics of the material. For example hot drinks are generally not served in plastic cups because plastic cups do not insulate well and if the liquid is too hot, the cup can lose its strength. As a result, food vendors typically use either EPS foam or lined paperboard to serve hot liquids. That same food vendor may use plastic products for other foods such as salads for reasons such as price, durability, and/or customer preference.

The following table outlines the products that are likely to be substituted for EPS foam products by food vendors and retailers.

Table 4.0-3
EPS Substitute Products

PS Foam Product		Substitutes[1]	
Hot Cups – Coffee, tea, hot chocolate			
	Light and insulating, EPS foam hot cups may come with a plastic lid to prevent spilling. Once used, these cups are disposed in landfills.+- *(Note: Newby Island Resource Recovery recycles clean polystyrene foam that is dropped off at the landfill. All other facilities landfill EPS foam.).*		Lined paperboard is the most likely substitute material. It is durable and light, but does not insulate very well. As a result, paperboard hot cups frequently come with a corrugated sleeve. Paperboard can be composted or landfilled, and some jurisdictions do accept it for recycling. Lined biodegradable plant fiber materials could also be used to make these products, though they are not widely available today.
Cold Cups – Soda, water, smoothies, milkshakes			
	PS foam cold cups minimize "sweating," or condensation associated with the cool temperature of the liquid inside. They usually come with an opaque plastic lid and a straw. These cups may only be disposed in a landfill.		Lined paperboard and plant fiber products as well as all plastic products can function as substitute cold cups. Water resistance is a necessary characteristic of these products. Other characteristics such as weight, durability, and insulation are factors. Depending on the material, they can be recycled, composted, or in some cases must be landfilled.

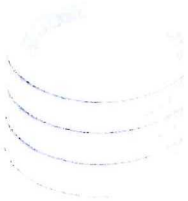
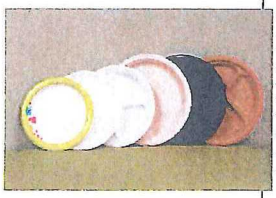
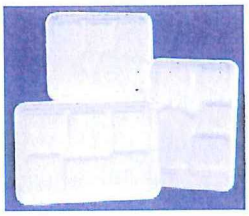
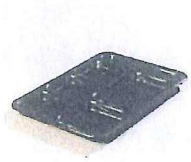
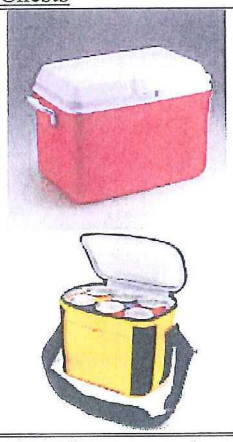
Table 4.0-3 EPS Substitute Products			
PS Foam Product		**Substitutes[1]**	
Bowls – Soups and salads			
	PS foam bowls have characteristics necessary to support liquid and solid hot and cold food including water resistance, insulation, and durability. EPS foam bowls are disposed in landfills.	 	As with hot drinks, plastic and bioplastic materials would generally not be used for soups, except for lids. Paper hot food bowls are possible substitutes. All materials could be used for bowls that do not hold hot liquids. Plastic bowls can be recycled and fiber bowls, depending on the material, are recyclable or compostable. PLA bowls are compostable in industrial composting facilities.
Clamshells			
 	PS foam clamshells offer some durability and are very low weight (~ 5-10 grams). Clamshells typically have one main compartment or three compartments as seen here. EPS foam clamshells must be landfilled.	 	An exact replacement of a EPS foam clamshell would likely be plastic or PLA, since foldable, closable fiber-based clamshells are not widely available. Food vendors may also choose paperboard products similar to the one shown here to substitute for clamshell packaging. Plastic products would be recycled; paper products would likely be either landfilled or composted.
Plates			
	EPS foam plates are light-weight and water resistant, though their limited durability can require users to stack two plates to prevent spilling. As with all EPS foam food service products, used EPS foam plates are not recyclable or compostable.	 	Fiber-based plates are common and would be a likely substitute for EPS foam plates. Some paper plates such as the one shown here (top) are thin and are frequently stacked by users to provide strength. Plastic or PLA plates can be used as a more durable, rigid alternative. Depending on the material, the

Table 4.0-3 EPS Substitute Products			
PS Foam Product		Substitutes[1]	
			substitutes would be landfilled, recycled, or composted.
Trays			
	PS foam trays are light, stackable, and generally molded with multiple compartments. Used EPS foam trays are landfilled.		Substitute food trays can be made with paperboard, molded pulp, biodegradable fibers, plastics, or PLA, though plastic offers more durability than fiber-based products. Plastic food trays could be recycled and fiber-based food trays either composted or landfilled.
Ice Chests			
	PS foam ice chests are light and offer good insulation, though they break apart more easily than the available substitutes. EPS foam ice chests are disposed in landfills, though if clean may be accepted for recycling at some recycling centers.		At this time there are no identifiable disposable substitute ice chests. It is expected that the alternatives to EPS foam coolers are durable multi-use ice chests or cooler bags such as the products shown here. These are typically made of plastic materials and offer insulation and durability. Durable ice chests and coolers are not recyclable or compostable.

[1] Though the Substitutes column focuses mainly on plastic and paper products, plant-based plastics such as PLA and plant-based fibers such as bagasse can also provide substitutes in the same ways that plastic and paper can, respectively. Plastics are recycled when markets exist.
[a] Many images shown in this table were obtained through internet image searches and are not intended to promote a particular product or brand name.

Post-ban Usage Estimates of Food Ware Substitutes

To arrive at the estimates of potential impact from the proposed ordinance, two basic pieces of information are needed: (1) the current amount of polystyrene foam food ware used in the project area and (2) the amount of substitute single-use disposal food ware that will replace this food ware after the ordinance takes effect. The current use of EPS foam food ware is the baseline, as discussed above. The difference between those two numbers is the direct impact of the ordinance. Of

necessity, all three of the numbers – existing, future, and the difference between them – are estimates and approximations from readily available information.

As challenging as it is to establish a baseline for current EPS foam food ware use within Santa Clara County, predicting the behavior of affected food vendors and retail customers once a ban is in effect in a given jurisdiction is even more problematic. It is not anticipated that by banning EPS foam food ware, the overall *amount* of single-use disposable food ware would be reduced. Rather, there should be a *shift* away from EPS foam to containers made from the various substitute materials described above. It is not possible to predict with certainty what future proportional share each substitute material (e.g. rigid plastics, bioplastics, fiber, etc.) will occupy for a given container type (e.g. clamshell, hot vs. cold cup, plate, bowl, etc.).

In evaluating its proposed food vendor ban, Palo Alto in 2009 assumed a shift to containers made from substitute materials based on a 2008 study for the City of Seattle by Herrera Consulting, Inc. evaluating the effects of a ban on EPS foam clamshells. Palo Alto projected no continued use of EPS foam and therefore distributed the Herrera estimates from EPS foam to paper and recyclable plastic, which includes compostable plastic. The City of San José, exercising reasonable discretion in its role as the lead agency evaluating the proposed model ordinance, has chosen to rely upon the assumptions developed in 2008 by Herrera Consulting, Inc. for the City of Seattle and employed by Palo Alto in its environmental review for its EPS foam food ware ban. Table 4.0-2 below is based on Table 6-14 from Herrera Environmental Consultants, Inc. (pg.6-23).

Table 4.0-4
Anticipated Shift to EPS Foam Substitutes

Type of Disposable Food Service Container	Projected Percent of Use of Disposable Food Service Container
Expanded Polystyrene	0%
Recyclable Plastic[1]	85%
Paper	15%

[1]Note: PLA plastic, which is one type of plastic substitute, is not recyclable and is compostable in industrial compost operations.

The actual shifts or split in composition between plastic and paper food containers in any of the jurisdictions may be different than the 85 percent plastic versus 15 percent paper assumed (e.g., a particular jurisdiction may experience a shift that is 81 percent plastic and 19 percent paper or 89 percent plastic and only 11 percent paper, or some other split that is predominantly plastic and to a much lesser extent paper) and may change over time and from year to year. For example, in a particular jurisdiction, the split may change from one year to the next from 81 percent plastic and 19 percent paper to 89 percent plastic and 11 percent paper. Shifts may be influenced by changes in price, product availability and as new products enter the market. For the purpose of this analysis, the assumptions used by the City of Palo Alto and in the City of Seattle provides the lead agencies' anticipated predominant shift to recyclable plastic for disposable food containers overall.

The County of Santa Clara in 2012, in evaluating its proposed food vendor ban for unincorporated areas, identified the range (consistent with Table 4.0-1 above) of available EPS food ware substitutes,

but did not attempt to quantitatively predict what shift (i.e. the increased amount of a substitute material) would occur.

Life Cycle Analyses

There is a range of information available about single-use disposable food ware and its fate in the environment. Much of the information is generated by people with an economic interest in one or another of the products *or* groups with interests regarding litter in waterways and the ocean and/or recycling and composting. There is also some technical analysis that has been done in the form of life cycle analyses (LCAs) of various materials used in single-use disposal food ware. A LCA assesses the raw material production, manufacture, distribution, use, and disposal (including all intervening transportation steps) of a given product.

A review of the LCAs available on this topic is included in Appendix C. Information from these analyses is discussed in relevant sections of the Initial Study, such as *Section 4.3 Air Quality, Section 4.7 Greenhouse Gas Emissions* and *Section 4.17 Utilities and Service Systems*, along with limitations on their use.

Project Effects

In general, the effects of implementation of the proposed ordinance would be indirect effects experienced within Santa Clara County and the South San Francisco Bay Area. The proposed ordinance could result in secondary or indirect effects at more distant locations as EPS foam food ware use in the project area is transitioned to substitute materials. Project effects could include:

- Changes in criteria pollutants, toxic air contaminants or greenhouse gas emissions at manufacturing facilities, generally outside the San Francisco Bay Air Basin;
- Changes in water quality associated with waste water discharges from the manufacture of substitute products;
- A reduction in polystyrene foam in waterways and an increase of substitute products.

These possible indirect or secondary effects are discussed in *Section 4.3 Air Quality*, *Section 4.7 Greenhouse Gas Emissions*, *Section 4.8 Hazards and Hazardous Materials*, and *Section 4.9. Hydrology and Water Quality*.

4.1 AESTHETICS

4.1.1 Setting

4.1.1.1 *Visual Character Overview*

The visual character of the project area varies across the County and includes both densely developed and open, natural landscapes. The nearly flat, densely developed valley floor is framed by mountains to the east and west and San Francisco Bay to the north. Notable topographic and scenic features include the Diablo Range and Santa Cruz Mountains, riparian vegetation along major waterways including Coyote Creek, the Guadalupe River, Stevens Creek, Permanente Creek, and San Francisquito Creek, and farmland and grazing land, predominantly between the southern border of San José and Gilroy. The marshes ringing the San Francisco Bay shorelines from Palo Alto to San José are a unique, low lying feature with a mosaic of gray-green vegetation, mud flats, and salt ponds readily viewed from regional trails and some major roadways, such as segments of U.S. 101 and SR 237.

Urban development ranges from dense development in downtown areas, with moderate to high-rise buildings punctuating the skyline in San José, Palo Alto, and Mountain View, to low-density rural residential areas at the edges of foothills in Palo Alto, Los Altos Hills, Cupertino, San José, Morgan Hill and Gilroy. Most of the land within the Santa Clara Valley contains suburban and low-rise residential, office, industrial and commercial buildings within grids of roadways. Parks, schools and community centers provide open, landscaped areas within the developed areas of cities and towns.

Litter

Littering is illegal in California as defined and prohibited by California Penal Code Section 374. Regulations of the various jurisdictions within the project area also prohibit littering in their municipal codes, especially within public parks. The accumulation of litter on privately owned property that can be viewed from other properties or public streets is also generally prohibited.

Although littering is illegal, it is noticeably present in the urban, suburban and rural environments within the project area. Litter is clearly visibly from and within public road rights-of-way and along local creeks. EPS foam, which is generally white in color, can be a highly visible component of litter (Photo 6). EPS is also very buoyant and transportable so it tends to accumulate in collection points (e.g., catch basins, creek vegetation, etc.).

Photo 6. Light-colored food ware litter along creek.

Major roads and freeways pass through urban areas and agricultural areas in southern Santa Clara County. The litter that occurs in agricultural fields is likely thrown from vehicles, escapes from trucks hauling garbage along these roads and freeways, or is blown or travels in stormwater or waterways from urban areas (e.g., Morgan Hill and Gilroy).

This rural litter, therefore, is anticipated to reflect the make-up of trash and litter found along roadways and in the nearby urban areas.

From a regulatory standpoint, the San Francisco Bay Regional Water Quality Control Board has required all Municipal Regional Permit (MRP) National Pollutant Discharge Elimination System (NPDES) permittees (cities, counties and agencies) to reduce litter entering waterways through the municipal separate storm sewer system. Some permit requirements relate to visual assessment of waterways and attainment of no visible impact due to trash.

It is difficult to document and categorize litter because it is the result of human behavior (frequently impulsive behavior) and the littered material is operated on by various environmental factors, such as wind, sunlight, and rain. It is also difficult to compare study results because there is no one standardized methodology that is appropriate for studies in all environments (e.g., streets, highways, parks, waterways, and shorelines). Comparisons are further complicated by different systems or categories used to identify the materials that are littered. For example, EPS foam food ware is a type of plastic and may not be counted separately from other plastics or miscellaneous categories.

Littering Behavior and Local Characteristics of Litter

Litter is often discarded at transition points where pedestrians consuming a food (or tobacco products) discard the product before entering.[21] Litter also moves within the environment. In addition to being found along roadways and around buildings and bus stops, litter also collects in storm drains, loading docks, recreation areas, near construction sites and in retail districts. Lightweight litter such as EPS foam is easily caught in light winds and may accumulate in sheltered areas. Likewise, in urban waterways, floating litter is carried with runoff and may travel for miles or become entangled in streamside vegetation or urban infrastructure (e.g., stormwater inlets, bridges).

The City of San José has conducted a number of trash characterization studies at locations throughout the City that look at the volume and/or counts of litter found in the environment. The amount of EPS varied, with differences observed in studies of street litter (on land) versus litter in the storm drain system associated with aquatic environments. These studies appear to be applicable to urban areas in adjacent jurisdictions and include:

- SAIC. *The City of San José Streets Litter 2008*. September 30, 2008. Prepared for City of San José Department of Environmental Services.
- City of San José. *Targeted Litter Assessment.* 2009.
- City of San José. *Litter Assessment Data.* 2012. Spreadsheet.

The 2008 street litter survey counted items of litter found at 125 randomly selected sites. Litter was categorized by size and material type. EPS foam cups were found to make up 0.65 percent of the "large litter" counted. EPS foam plates and clamshells made up 0.1 and 0.05 percent respectively. This study provides a snapshot of the composition of litter on a citywide basis.

[21] Keep California Beautiful. *Litter Facts*. April 18, 2010. Accessed April 12, 2013. Available at: <http://www.keepcabeautiful.org/facts/litter-facts.html>.

Given that littering behavior results in an uneven distribution of litter in urban, suburban, and rural environments, subsequent studies in San José have focused on locations with relatively high concentrations of litter, also referred to as litter "hot spots". A 2009 street litter assessment which targeted hot spots included litter counts at 48 sites in the City of San José. A total of 7,917 pieces of litter were counted from the 48 sites for an average of 165.5 items per site. Overall, about 12.4 percent of the items were classified as fast food items and 9.5 percent were cups. The assessment also included sub-categories for several polystyrene food ware products. At the targeted sites, the percent of total "large litter" included:

- 1.6 percent polystyrene foam cups
- 0.4 percent polystyrene foam food plates
- 0.2 percent polystyrene clamshells.

Polystyrene trays made up about 0.2 percent of the total large litter.

In 2012, litter was counted at 31 targeted sites in the City of San José. Polystyrene food ware products made up about 3.5 percent of the total litter counts. The breakdown by polystyrene food ware type was:

- 2.2 percent polystyrene foam cups
- 0.8 percent polystyrene foam food plates (rounded)
- 0.1 percent polystyrene clamshells (rounded).

Polystyrene foam trays were approximately 0.5 percent of the 2012 total litter count in San José.

As a part of the Municipal Regional Stormwater Permit (MRP) issued by the San Francisco Bay Regional Water Quality Control Board, litter audits have been completed for a regional study to assess the types and amounts of trash transported via urban runoff over a larger area of Santa Clara County. The trash characterization and loading in these waterways assessments, undertaken starting in 2009, cover the portion of the project area that drains to San Francisco Bay (i.e., the jurisdictions and area of the County roughly north of Morgan Hill). Approximately 3,900 cubic yards of trash that could reach creeks in the San Francisco Bay Basin is estimated to be generated annually. Approximately eight percent of this trash by volume, or 311 cubic yards, is EPS foam food ware.

As described in Appendix B, based upon litter studies undertaken in the City of San José and within the area of the County that drains to San Francisco Bay, EPS foam food ware appearing as street litter in Santa Clara County makes up about 0.8-3.6 percent by count of large litter (four square inches in area or more) on streets (on-land environment) and about eight (8) percent by volume (uncompacted) in the storm sewer system (water environment).

4.1.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐	1
2. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒	1
3. Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐	1
4. Create a new source of substantial light or glare which will adversely affect day or nighttime views in the area?	☐	☐	☐	☒	1

4.1.2.1 Aesthetic Impacts

Implementation of an ordinance banning use and/or sale of EPS foam food service containers would not involve construction or modification of the physical environment that would affect a scenic vista, scenic resource or create a new source of light or glare.

Effects on the Visual Character of Litter Within the Project Area

The proposed ordinance would cause a reduction in EPS foam food ware use and is anticipated to result in an increase in the use of plastic and fiber-based substitute materials. The ordinance is not expected to cause a decline in overall consumption of disposable food service ware and consumers are not expected to litter substitute containers at a higher rate than EPS foam. The project would result in the cessation in use of a food ware material that can be highly visible, in buoyant in water, and easily becomes airborne and/or breaks into pieces which are hard to collect.

Implementation of the proposed project would result in a change in the composition of litter. The City of San José expects that about 85 percent of substitute products will be plastic and about 15 percent will be fiber-based.

Effects of Substitute Products on Litter Movement

As described in *Section 4.0* and Appendix C, substitute products for EPS foam food ware include several types of plastics and fiber-based containers. Although lighter than similar fiber or paper products, substitute plastic products, such as crystalline PS and PLA, are not as likely as EPS foam to be transported by wind off haul truck loads and along streets if deposited as litter. Because the substitute products do not crumble as readily as EPS foam and are not as likely to become airborne,

they may be more easily removed by street sweeping or maintenance activities. They also are not as buoyant in water as EPS foam. The substitute products, therefore, are not likely to be more visible than EPS foam along roadways, in retail areas, or along creeks.

Fate of Substitute Products in Waterways

Fiber-based replacement products that reach waterways would decompose in water over a period of weeks or months and would not tend to accumulate over time (also refer to *Section 4.4.1.2 Plastic Debris in the Environment)*.[22] Some plastic coatings in fiber cups and containers could take longer to breakdown than the fiber material. These clear coatings would not be highly visible, however. To the extent fiber or paper substitute products replace EPS foam food ware, the amount of plastic materials reaching San Francisco Bay, Monterey Bay and the Pacific Ocean, would decrease. Overall, fiber-based replacement products would not be as persistent in the environment as EPS foam food ware.

The breakdown of plastic substitutes in water over time (due to physical action and/or sunlight) would be similar to that of EPS foam, although EPS foam may break into pieces sooner than other hard, non-foam plastic resin products. Overall, plastic substitutes would persist as visible litter for a similar period, although initially the size of the pieces could remain larger. This could facilitate their clean up, but they could be more apparent as litter.

Expected Changes in the Visibility of Litter

As discussed in *Section 4.9.1 Hydrology and Water Quality*, by count and/or volume, EPS foam food ware in the project area makes up about eight percent of litter by volume in stormwater systems, and by count often less than two to three percent of street litter (on land). While paper cups are usually several times the weight of EPS foam cups, given the estimated percentage of EPS foam food ware in litter, there would not be a substantial change in the count, volume or mass of litter in the environment. Replacing EPS foam materials with substitute products (that are currently also found in litter) would reduce the amount of EPS foam in litter; however implementation of a model ordinance would not result in a substantial change in the number or volume of litter items or trash in urban, suburban or rural areas or along waterways. To the extent substitute fiber-based products would breakdown a period of months in water, visible litter in waterways could be reduced. As the amount of visible litter is not anticipated to increase, the effect of the project would be less than significant. **(Less Than Significant Impact)**

4.1.3 Conclusion

The proposed ordinance phasing out EPS foam food ware use would not result in substantial adverse effects to a scenic vista or degrade the existing visual character or qualities of the jurisdictions implementing the ordinance. **(Less Than Significant Impact)**

[22] California Ocean Science Trust. "Plastic Debris in the California Marine Ecosystem." September 2011. Pages 23-24. Available at: <http://calost.org/pdf/science-initiatives/marine%20debris/Plastic%20Report_10-4-11.pdf>.

4.2 AGRICULTURAL AND FOREST RESOURCES

4.2.1 Setting

The project area includes both urban and rural land uses, with most farmland located in central and south Santa Clara County. The majority of the land in the incorporated limits of the participating jurisdictions in Santa Clara County is designated *Urban and Built-Up Land.*[23]

As defined in Public Resources Code 12220, "forest land" is land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.

4.2.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒	1,4
2. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒	1
3. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒	1
4. Result in a loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒	1
5. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒	1

[23] California Department of Conservation. "Santa Clara County Important Farmland 2010." June, 2011.

4.2.2.1 *Impacts to Agricultural Resources*

Litter is a contaminant that is found on agricultural land as well as in urban areas. Littered polystrene foam (PS foam) can break into pieces and disperse in the environment by wind and by water. The substitutes to EPS foam products do not break apart as readily and in the case of fiber-based products, they decompose over time in organic environments.

The proposed ordinance would not affect any designated, planned, or important farmland. Since there would be no land use development associated with the project, the project would not conflict with a Williamson Act contract. The proposed project would reduce the prevalence of EPS foam in the environment and would not adversely impact agricultural resources.

4.2.2.2 *Impacts to Forest Resources*

The use of paper fiber products is expected to increase as a result of the proposed project. The pulp used to produce paper products in the United States typically comes from recycled paper and from wood grown in managed forests for the purpose of paper product manufacturing. When trees are removed from such land, the intended purpose of which is wood production, they are replanted. Those lands are not converted to a "non-forest use," therefore the proposed project would not result in any significant impacts to forest resources.

4.2.3 Conclusion

The proposed ordinance would reduce the amount of EPS foam in the environment, which would not impact farmland of any type or conflict with Williamson Act contracts. The increased use of paper products would not contribute to the conversion of forest land to non-forest uses. **(No Impact)**

4.3 AIR QUALITY

4.3.1 Setting

4.3.1.1 *Background*

Air quality and the concentration of a given pollutant in the atmosphere are determined by the amount of pollutant released and the atmosphere's ability to transport and dilute the pollutant. The major determinants of transport and dilution are wind, atmospheric stability, terrain and for photochemical pollutants, sunshine. The project area (i.e. Santa Clara County) is within the southern portion of the San Francisco Bay Area Air Basin. The Bay Area Air Quality Management District (BAAQMD) is the regional government agency that monitors and regulates air pollution within the air basin.

4.3.1.2 *Topography and Climate*

The South Bay has significant terrain features that affect air quality. The Santa Cruz Mountains and Diablo Range on either side of the South Bay restrict horizontal dilution, and this alignment of the terrain also channels winds from the north to south, carrying pollution from the northern San Francisco Bay Peninsula toward San José and the rest of Santa Clara County.

The proximity of Santa Clara County to both the Pacific Ocean and San Francisco Bay has a moderating influence on the climate. Meteorological factors make air pollution potential in the Santa Clara Valley quite high. Northwest winds and northerly winds are most common in the project area, reflecting the orientation of the Bay and the San Francisco Peninsula.

4.3.1.3 *Regional and Local Criteria Pollutants*

Major criteria pollutants, listed in "criteria" documents by the U.S. Environmental Protection Agency (USEPA) and the California Air Resources Board (CARB) include ozone, carbon monoxide, nitrogen dioxide, sulfur dioxide, and suspended particulate matter (PM). These pollutants can have health effects such as respiratory impairment and heart/lung disease symptoms.

Violations of ambient air quality standards are based on air pollutant monitoring data and are judged for each air pollutant. The Bay Area as a whole does not meet State or Federal ambient air quality standards for ground level ozone or State standards for PM_{10} and $PM_{2.5}$. The area is considered attainment or unclassified for all other pollutants.

4.3.1.4 *Local Community Risks/Toxic Air Contaminants and Fine Particulate Matter*

Besides criteria air pollutants, there is another group of substances found in ambient air referred to as Toxic Air Contaminants (TACs). These contaminants tend to be localized and are found in relatively low concentrations in ambient air; however, they can result in adverse chronic health effects if exposure to low concentrations occurs for long periods.

Fine Particulate Matter ($PM_{2.5}$) is a complex mixture of substances that includes elements such as carbon and metals; compounds such as nitrates, organics, and sulfates; and complex mixtures such as diesel exhaust and wood smoke. Long-term and short-term exposure to $PM_{2.5}$ can cause a wide range of health effects.

Common stationary source types of TACs and $PM_{2.5}$ include gasoline stations, dry cleaners, and diesel backup generators which are subject to permit requirements. The other, often more significant, common source is motor vehicles on freeways and roads.

4.3.1.5 *Sensitive Receptors*

BAAQMD defines sensitive receptors as facilities where sensitive receptor population groups (children, the elderly, the acutely ill and the chronically ill) are likely to be located. These land uses include residences, schools, playgrounds, child-care centers, retirement homes, convalescent homes, hospitals and medicinal clinics.

4.3.1.6 *Regulatory Setting*

Federal, state, and regional agencies regulate air quality in the Bay Area Air Basin. At the federal level, the USEPA is responsible for overseeing implementation of the Federal Clean Air Act (CAA). The CARB is the state agency that regulates mobile sources throughout the state and oversees implementation of the state air quality laws and regulations, including the California Clean Air Act. The primary agency that regulates air quality in the project area is the BAAQMD. The BAAQMD has permit authority over stationary sources, acts as the primary reviewing agency for environmental documents, and develops regulations that must be consistent with or more stringent than, federal and state air quality laws and regulations.

The BAAQMD prepared and adopted the Bay Area 2010 Clean Air Plan (CAP). This CAP updates the most recent ozone plan, the 2005 Ozone Strategy. Unlike previous Bay Area CAPs, the 2010 CAP is a multi-pollutant air quality plan addressing four categories of air pollutants:

- Ground-level ozone and the key ozone precursor pollutants (reactive organic gases and nitrogen oxide), as required by State law;
- Particulate matter, primarily $PM_{2.5}$, as well as the precursors to secondary $PM_{2.5}$;
- Toxic air contaminants (TAC); and
- Greenhouse gases.

BAAQMD CEQA Air Quality Guidelines

The BAAQMD CEQA Air Quality Guidelines are intended to serve as a guide for those who prepare or evaluate air quality impact analyses for projects and plans in the San Francisco Bay Area. In June 2010, the Air District's Board of Directors adopted CEQA thresholds of significance and an update of their CEQA Guidelines. The updated CEQA Guidelines review and describe assessment methodologies, and mitigation strategies for criteria pollutants, toxic air contaminants, odors, and greenhouse gas emissions. The prior version of the guidelines was dated 1999 and the most recent amendment to the updated guidelines was in May 2011 and May 2012.

In December 2010, the California Building Industry Association (BIA) filed a lawsuit in Alameda County Superior Court challenging toxic air contaminants and $PM_{2.5}$ thresholds developed by BAAQMD for the CEQA Air Quality Guidelines (California Building Industry Association v. Bay Area Air Quality Management District, Alameda County Superior Court Case No. RG10548693). One of the identified concerns is that the widespread use of the thresholds would inhibit infill and smart growth in the urbanized Bay Area. On March 5, 2012, the Superior Court found that adoption of thresholds by the BAAQMD in its CEQA Air Quality Guidelines is a CEQA project and BAAQMD is not to disseminate officially sanctioned air quality thresholds of significance until BAAQMD fully complies with CEQA. No further findings or rulings were made on the thresholds of the updated BAAQMD Air Quality Guidelines, although BAAQMD has appealed the ruling. The City understands the effect of the lawsuit to be that BAAQMD has to prepare an environmental review document before adopting the same or revised thresholds. Given that the 2010 Guidelines are based on best available information, but are not formally in effect, both the 1999 and 2010 sets of thresholds are used in this analysis.

As part of an effort to attain and maintain ambient air quality standards for ozone and particulate matter, BAAQMD has established thresholds of significance for $PM_{2.5}$, PM_{10}, and ozone precursors (ROG and NOx). The thresholds of significance are intended to accommodate a level of growth within the air basin that would still allow the region to attain air quality standards.

4.3.1.7 *Existing Patterns of EPS foam Food Ware Use*

As discussed elsewhere in this Initial Study, the analysis is based on the assumption that with a ban in place in a given jurisdiction, there will be a shift away from EPS foam food ware to substitute containers made of fiber/paperboard, bioplastics, and recyclable plastics. Current estimates are that there are about four (4) pounds of EPS foam food containers used annually in the project area, per service population (residents +jobs) or about six (6) pounds per capita, in the incorporated jurisdictions in Santa Clara County that don't currently have a ban in place. This scenario constitutes the environmental baseline against which physical changes caused by the project are to be measured to identify project impacts.

4.3.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐	1,5
2. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐	1,5,6

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
3. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is classified as non-attainment under an applicable federal or state ambient air quality standard including releasing emissions which exceed quantitative thresholds for ozone precursors?	☐	☐	☒	☐	1,5,6
4. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐	1
5. Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐	1

Air quality impacts related to food ware (foam EPS and substitutes) include the release of emissions during the extraction of virgin resources, materials processing and product manufacturing, transport, and disposal.

4.3.2.1 *Pollutant Emissions From Production*

Emissions from resource extraction, materials processing, and manufacturing are released where those activities are currently taking place, at locations outside the project area and the Bay Area air basin. The ordinance would lead to an increase in the manufacture of substitute food ware containers from allowed materials. The facilities in the U.S manufacturing these substitute containers are subject to federal Clean Air Act regulations, as well as any applicable clean air regulations for that particular state, and so any related increase in emissions from the substitute products manufactured in the U.S. would be emissions that have been permitted in compliance with federal and any state regulations. At those facility locations where EPS foam food ware is now produced, there would be a related decrease in the emissions associated with production of foam EPS food ware containers.

A 2009 study completed by Franklin Associates on behalf of Los Angeles County found that the large majority of energy used in the manufacturing process for food ware (both foam PS and substitutes) is for electricity, and fuel for transportation is a minor source.[24] According to the Franklin Associates study, fiber/paperboard food ware requires slightly more energy than comparable containers made from foam PS or rigid plastics, yet electricity generation emits (relatively) small amounts of criteria pollutants, and so Franklin Associates concluded that a shift to food ware made from fiber/paperboard would not result in a substantial increase in criteria pollutant emissions. To the extent the ordinance results in increased use of food ware made from materials capable of being recycled, there will be reduced air pollutants associated with resource extraction of virgin materials. For these several reasons, the proposed foam EPS food ware ordinance would not be in conflict with the 2010 Bay Area Clean Air Plan and would not violate any air quality standard or contribute to any air quality violation.

[24] Franklin Associates, Ltd. "Life Cycle Inventory of 16-Ounce Disposable Hot Cups." February 19, 2009. Prepared for MicroGREEN Polymers. Pages 2-7 to 2-11.

4.3.2.2 *Pollutant Emissions From Transport*

There is a quantity of emissions generated from the delivery of all types of food ware containers to restaurants, stores, and vendors, and further emissions associated with removing those that are discarded as solid waste and with picking up those that end up as litter. Since the preparers of this Initial Study were unable to identify any delivery system dedicated only to distribution to users of food ware containers, the exact increment of energy use or pollution associated with their delivery to the location where they are given away or sold to the public is unknown.

With a ban on foam EPS food ware in place, criteria pollutants will be emitted from the transport (in the project area in Santa Clara County and elsewhere) of substitute containers made of allowed materials. However, pollutants are not expected to significantly increase compared to current emissions from the transport of EPS food ware containers, given no increase is foreseen in the overall amount of food ware containers, rather there should be a shift to non-PS containers. Some of the substitutes take up slightly less space than a comparable foamed EPS container (e.g. paper cups vs. foam EPS cups) and can be transported in a more dense arrangement allowing more cups in a given load. However, since the containers are likely to be transported to users in mixed loads with other products, there may be no reduction in trips.

Increased use and disposal of the substitute containers would not affect the number of vehicles associated with curb-side refuse pick-up in that the overall amount of food ware containers used in the project area is not expected to change, rather there will be a shift to more containers made of recyclable or compostable materials. Given there won't be a substantial change in the amount of delivery or disposal traffic, there would not be substantial changes in localized ozone concentrations nor emissions of vehicular TACs resulting from a EPS foam food ware ban.

The retail sales ban on foam EPS food ware and ice chests would have no impact on retail customer travel patterns (and related vehicular emissions) in that the retail establishments that currently offer foam EPS food ware and ice chests also now offer and are expected to continue to offer the various substitutes once the ban is in place in a given jurisdiction. There is no reason to expect substantial numbers of retail customers will regularly seek out foam EPS food ware and ice chests (rather than switch to an available substitute container material) available for sale in non-participating jurisdictions that may continue to allow their sale.

4.3.2.3 *Odors*

Foam EPS food ware does not degrade in landfills and without the presence of putresible waste in the containers (such as food items), it does not generate odors. The substitute materials, if not recycled, would either be composted or landfilled. Among the anticipated substitute materials, fiber (paperboard/molded pulp), biodegradable plant-based materials (e.g. bagasse, bulrushes, and wheat), and bioplastics (e.g. PLA) can be composted, and composting facilities can be an odor source. However, the anticipated increase in composting of substitute food ware would not require expansion of an existing or construction of a new compost facility, as discussed in *Section 4.17 Utilities and Service Systems*, therefore there would not be an increase in the exposure of sensitive receptors to odors from (existing) compost facilities.

4.3.2.4 *Construction Impacts*

The project does not involve any construction, so there would be no reasonably foreseeable air quality impacts associated with construction (*e.g.,* dust, construction equipment engine exhaust containing criteria pollutants or TACs, etc.), in San José, or elsewhere in participating jurisdictions in Santa Clara County.

4.3.3 Conclusion

The proposed ordinance phasing out EPS foam food ware will have less than significant air quality impacts. **(Less Than Significant Impact)**

4.4 BIOLOGICAL RESOURCES

4.4.1 Setting

4.4.1.1 *Biological Setting of Santa Clara County*

The project area includes a wide variety of habitat and land cover types including but not limited to grassland, serpentine, chaparral, scrub, woodland, forests, wetlands, and freshwater marshes. Agricultural areas consist of orchards, vineyards, pastures, and row crops. Development ranges from dense urban centers to suburban and rural residential areas.

The principal watersheds that drain to San Francisco Bay in Santa Clara County include the Lower Peninsula Watershed, the West Valley Watershed, the Guadalupe Watershed and the Coyote Watershed. In the southern Santa Clara Valley just northeast of Morgan Hill, the land tips and drains south via Llagas Creek and Uvas-Carnadero Creek (Uvas/Llagas Watershed) to the Pajaro River and Monterey Bay.[25] Major water bodies in the project area include Coyote, Pacheco, and Anderson Lakes, Uvas, Almaden, Lexington, and Calero Reservoirs, and the southern end of the San Francisco Bay estuary. See *Section 4.9 Hydrology and Water Quality* for a full list of waterways and water bodies in the project area.

These fresh and brackish water areas support ecologically valuable riparian vegetation that provides food, cover, and nesting sites for birds, reptiles, amphibians, and mammals. They also serve as migration corridors for wildlife. Marshes and wetlands located in the northern County, where freshwater draining from the valley enters the San Francisco Bay estuary, provide high value biotic resources to the region. The salt marshes, sloughs, and creeks near the Bay provide food and shelter for fish and wildlife, improve water quality, and reduce flooding at times of high weather events.

Special-status species are supported by these wetlands as well as by many of the other habitat types present in Santa Clara County. State and federally listed species including the California tiger salamander, California clapper rail, California Coast steelhead, California red-legged frog, salt-marsh harvest mouse, California least tern, and the salt-marsh wandering shrew are known to occur in or near the waters of the Santa Clara Valley as well as the San Francisco Bay. Litter in these waterways has the potential to negatively impact these special-status species.

4.4.1.2 *Polystyrene Foam in the Environment*

If disposed of properly, polystyrene foam (PS foam) ends in landfills where it remains inert. There are no identifiable direct post-consumer environmental impacts of EPS foam food ware if properly landfilled. There are air quality and noise impacts associated with the collection and transportation of EPS foam to the landfill, but those impacts occur as part of broader waste collection services.

The bulk of the post-consumer environmental impacts of EPS foam occur when it ends up as litter and makes its way into the marine environment. The prevalence of plastic debris in marine environments around the world is well-documented. Generally speaking, marine debris is found floating on the water surface, in the water column, on the sea floor, or washed up on beaches and

[25] Sowers, Janet M. et al. "Creek and Watershed Map of Morgan Hill & Gilroy." 2009.

coasts. Proportionally, plastic (which includes EPS foam food service ware) makes up between 60 and 80 percent of total marine debris.[26] There is not enough information available to say what proportion of oceanic plastics are EPS foam, but due to its low density, it is reasonable to expect that EPS foam that has not yet broken down in the marine environment is found on the surface or along beaches.

PS foam enters the marine environment as terrestrial litter that runs off into creeks, streams, and rivers.[27] A trash assessment compiled by the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) found that of the approximately 677,500 gallons of trash enter Santa Clara Valley creeks and shorelines each year from urban runoff. Based on data collected for this 2013 trash assessment, approximately eight percent of litter by volume is EPS foam food ware within the SVVURPPP area (see *Section 4.0 – Baseline Estimates Based on Litter Studies)*.

Plastics including EPS foam do not biodegrade in the same way that organic materials such as plants and organisms do. Solar radiation and thermal oxidation causes plastic to break into smaller pieces until it is microscopic and invisible to the human eye.[28] The rate of this process depends on factors such as the composition of the product and the surface temperature. As a point of reference, EPS foam cups are estimated to take 50 years to degrade.[29]

4.4.1.3 *Biological Impacts of Polystyrene Foam*

Polystyrene foam is made by adding a blowing agent to polystyrene pellets and subjecting it to high temperatures until the blowing agent expands and becomes the foamed product. When it degrades, EPS foam degrades in ways similar to any other petroleum-based polymer such as unfoamed polystyrene, polypropylene, and PET. In this way, studies that examine the biological effects of plastics and degraded plastics reveal much about the impacts of polystyrene foam in the environment.

Plastic particles in the environment can impact organisms through mechanical interference or by causing biological and chemical effects. According to a United States Environmental Protection Agency (EPA) 2011 report:

> Physical habitat alteration is caused by the accumulation of debris in oceanic convergence zones, on beaches, and submerged benthic habitats. As debris accumulates, habitat structure may be modified, light levels may be reduced in underlying waters, and oxygen levels may

[26] Derraik, J.G.B. "The pollution of the marine environment by plastic debris: a review." 2002. Marine Pollution Bulletin 44 (2002) 842-852. See Table 1.
[27] SCVURPPP. "Urban Runoff Trash Management: Reducing Impacts in Santa Clara Valley Creeks and San Francisco Bay." February 2013. Available at: <http://www.scvurppp-w2k.com/pdfs/1213/Trash_Factsheet_2012-Final_Feb.pdf>.
[28] California Ocean Science Trust. "Plastic Debris in the California Marine Ecosystem." September 2011. Page 3. Available at: <http://calost.org/pdf/science-initiatives/marine%20debris/Plastic%20Report_10-4-11.pdf>.
[29] Ocean Conservancy. "Trash Travels." 2010. Page 23. Available at: <http://act.oceanconservancy.org/images/2010ICCReportRelease_pressPhotos/2010_ICC_Report.pdf>.

be depleted. These changes can undermine the ability of open water and benthic habitats to support marine life.[30,31]

Studies have also shown that organisms including birds, turtles, mammals, and fish ingest plastics.[32] Once ingested, plastic particles reduce food consumption and can block an organism's intestinal tract, causing internal injury and possibly death. Entanglement is another mechanical interference from plastics, though studies about entanglement tend to analyze products such as soda can rings, fishing line, and plastic bags. EPS foam food service ware may not cause entanglement problems since the products are light and break apart easily.

Plastics in the ocean can also expose organisms to persistent organic pollutants (POPs) that have adsorbed to the surface of a plastic particle.[33] Multiple studies have found that plastic fragments in the ocean contain polychlorinated biphenyls (PCBs), organochlorine pesticides such as DDT, and poly-aromatic hydrocarbons (PAHs).[34] The plastic particles did not necessarily contain these pollutants when they entered the environment, but they provided a surface on which the POPs could adsorb and transport in the marine environment. Other studies show that PCBs enter the food chain this way.[35] These contaminants, which can be released from plastics by breakdown of the plastic via ultraviolet radiation, weathering, and ingestion, have negative effects on birds and marine wildlife because they can cause reproductive failure, disease, and death.[36]

Plastic marine debris can lead to ecosystem impacts as well as impacts to individual organisms. Bacteria and algae can be transported on plastics as ocean currents carry them to new locations.[37] At any point these organisms can become detached from the plastic and if they do so in an area in which the species does not already occur, there is potential for them to reproduce and become an invasive species. This increases the risk to native species by creating new competition for habitat and resources.

4.4.1.4 *Pre-consumption Biological Effects (PS Foam Production)*

So far the discussion of plastic and its presence in the environment has focused on litter and marine pollution, both of which occur post-consumption. Pre-consumption processes associated with EPS foam food service ware also have environmental impacts. Polystyrene is made from petroleum products which require extraction, refining, and transportation. Each step of the production process

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[30] USEPA. "Marine Debris in the North Pacific." November, 2011. Page 9. Available at: <http://www.epa.gov/region9/marine-debris/pdf/MarineDebris-NPacFinalAprvd.pdf>.
[31] Benthic habitats are found at the bottom of a body of water, such as the sand and sediment at the bottom of the ocean.
[32] See Derraik. "The pollution of the marine environment by plastic debris: a review." 2002. And: NOAA. "Plastic Marine Debris." 2011. And: AMRF. "Pelagic Plastic." 2007.
[33] Adsorption is the adhesion of molecules of gas, liquid, or dissolved solids to a surface. BTSC. "Glossary." Accessed May 1, 2013. Available at: <http://www.brownfieldstsc.org/glossary.cfm?q=1>.
[34] California Ocean Science Trust. "Plastic Debris in the California Marine Ecosystem." September 2011. Pages 23-24. Available at: <http://calost.org/pdf/science-initiatives/marine%20debris/Plastic%20Report_10-4-11.pdf>.
[35] USEPA. "Marine Debris in the North Pacific." November, 2011. Page 8. Available at: <http://www.epa.gov/region9/marine-debris/pdf/MarineDebris-NPacFinalAprvd.pdf>. And: Derraik. "The pollution of the marine environment by plastic debris: a review." 2002.
[36] Ibid, 2011.
[37] Derraik, J.G.B. "The pollution of the marine environment by plastic debris: a review." 2002. Marine Pollution Bulletin 44 (2002) 842-852.

uses energy and resources, which emits pollutants into the atmosphere and into the local environment.

The European production process for polystyrene pellets, the precursors for EPS foam products, emits carbon dioxide, CFCs, sulfur dioxide, phosphate, and particulate matter.[38] Such emissions contribute to global warming, stratospheric ozone depletion, acidification, eutrophication, and human respiratory illness, respectively. These environmental impacts would be similar to those caused by production emissions in the United States because they are generally caused by combusting fossil fuels for energy. Appendix C of this report contains more information about the pre-consumer impacts as well as the full life cycle environmental impacts of both EPS foam products and their substitutes.

Regardless of location, facilities emitting sulfur dioxide into the air or discharging phosphate into the water are subject to federal regulations under the Clean Air Act and Clean Water Act, respectively. The use of hazardous materials in production of EPS foam products are also subject to federal and state regulations (see *Section 4.8.1.1 (Hazardous Materials) Regulatory Setting)*. The Environmental Protection Agency permits a certain amount of pollution based on the size of the facility and the environment in which it exists. It requires pollution control technologies and best practices, which serve to reduce the emissions associated with the manufacturing activities.

4.4.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☐	☒	☐	1,2,7
2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☐	☒	☐	1,2,7

[38] PlasticsEurope. "Environmental Product Declarations of the European Plastics Manufacturers: General-Purpose Polystyrene (GPPS) and High-Impact Polystrene (HIPS)." November 2012.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
3. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐	1,2,7
4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, impede the use of native wildlife nursery sites?	☐	☐	☒	☐	1
5. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒	1,2,3
6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒	1,7

The proposed ordinance would cause a reduction in EPS foam food service ware use and an increase in the use of plastic and fiber-based substitute materials. The ordinance is not expected to cause a decline in overall consumption of disposable foodservice ware or littering behavior.

As EPS foam products are replaced, an effect of the proposed project would be a change in the composition of litter and of the waste and recycling streams. There is little to no available data about how consumption has changed in other jurisdictions where EPS foam food service ware bans were passed (e.g. San Francisco, Seattle, etc.), but the City of San José expects that the majority of substitute products used will be plastic (about 85 percent), while about 15 percent will be fiber-based. (*See Post-ban Usage Estimates of Food Ware Substitutes* in the introduction to *Section 4.0 - Setting, Environmental Checklist and Impacts*)

4.4.2.1 *Fate of Substitute Materials in the Environment*

The lifetime of a substitute product in the environment depends on the product's material composition, weight, and volume. Data from the Ocean Conservancy shows that newspapers decompose in the ocean within six weeks, while cardboard boxes decompose within two months.[39] Paper food service ware products are not thicker than cardboard, so it is reasonable to expect its marine decomposition time to be approximately two months. On the other hand, paperboard

[39] Ocean Conservancy. "Trash Travels." 2010. Page 23. Available at: <http://act.oceanconservancy.org/images/2010ICCReportRelease_pressPhotos/2010_ICC_Report.pdf>.

products are frequently lined with a plastic coating, which breaks down more slowly in the environment, as described above.

The main difference between paper and plastic materials in the environment is that paper materials are biodegradable. An object is biodegradable if it can be broken down by microorganisms, especially bacteria, into natural components such as water, carbon dioxide, methane, and non-toxic residues.[40] Plastic does not biodegrade, it breaks into tiny pieces over time in the environment and can be ingested by wildlife and cause impacts similar to those described in *Section 4.4.1.3,* above. Since plastics can contain pollutants and also cause mechanical interference with wildlife, they stand to cause negative indirect effects to fish and wildlife in ways that paper products do not.

A study funded by the California Department of Resources Recycling and Recovery (CalRecycle) showed that certain PHA[41] bioplastics meet the American Society of Testing and Materials (ASTM) biodegradation standard, which requires a material sample to convert more than 30 percent of the carbon within it to carbon dioxide within six months.[42] The polylactic acid (PLA) products tested for the study did not meet the biodegradation requirements.

4.4.2.2 *Impacts of Substitute Materials in the Environment*

A much larger portion of the substitute products are expected to be plastic as opposed to fiber-based and are likely to end up in landfills and waterways just as EPS foam products do. There is insufficient information at this time to state conclusively that rigid plastics such as polypropylene, polystyrene (unfoamed), or polyethylene terephthalate (PET) cause more or less harm in the environment than EPS foam products. Ultimately, plastic products in waterways degrade into microscopic plastic pieces that behave similarly to one another and cause biological impacts similar to those described for EPS foam, above.

Some EPS foam products would be replaced with fiber-based or paper products. Since these products do not cause the indirect biological effects that plastics do (see *4.4.2.1,* above), their use in place of EPS foam would avoid the impacts that EPS foam products have in aquatic environments. **(Less Than Significant Impact)**

4.4.2.3 *Habitat Conservation Plan/Natural Communities Conservation Plan*

Six agencies in Santa Clara County are partnering to implement the Santa Clara Valley Habitat Conservation Plan/Natural Communities Conservation Plan (HCP). These agencies include the County of Santa Clara, the Cities of San José, Morgan Hill, and Gilroy, the Santa Clara Valley Transportation Authority, and the Santa Clara Valley Water District. On Friday, April 26th, the Santa Clara Valley Habitat Agency (SCVHA) was formed as the implementing agency for the plan.

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[40] Merriam-Webster. "Biodegradable." 2013. Available at: <http://www.merriam-webster.com/dictionary/biodegradable>. And: European Commission. "Green Paper: On a European Strategy on Plastic Waste in the Environment." March 7, 2013. Available at: <http://ec.europa.eu/environment/waste/pdf/green_paper/green_paper_en.pdf>.

[41] PHA = polyhydroxyalkanoate

[42] Greene, J. *Report Topic: PLA and PHA Biodegradation in the Marine Environment.* March 5, 2012. Prepared for CalRecycle. Available at: <http://www.calrecycle.ca.gov/publications/Documents/1435/2012/20121435.pdf>.

SCVHA is in the process of obtaining incidental take permits to provide coverage for future development in the plan area. The HCP will be in effect once the permits are issued and the fee schedule adopted. The wildlife species covered in the HCP are listed in Table 4.4-1. Plants species covered in the HCP are primarily or exclusively found in serpentine habitats and include Federally endangered species such as Tiburon Indian paintbrush, Coyote ceanothus, Santa Clara Valley dudleya, and Metcalf Canyon jewelflower.

Table 4.4-1
Wildlife Species Covered in the Santa Clara Valley Habitat Conservation Plan

Species	Scientific Name	Status	
		State	Federal
Bay checkerspot butterfly	*Euphydras editha bayensis*	--	FT
California tiger salamander	*Ambystoma californiense*	ST	FT
California red-legged frog	*Rana draytonii*	CSC	FT
Foothill yellow-legged frog	*Rana boylii*	CSC	--
Western pond turtle	*Clemmys marmorata*	CSC	--
Western burrowing owl	*Athene cunicularia hypogea*	CSC	MBTA
Least Bell's vireo	*Vireo bellii pusillus*	SE	FE, MBTA
Tricolored blackbird	*Agelaius tricolor*	CSC	MBTA
San Joaquin kit fox	*Vulpes macrotis mutica*	ST	FE

Status:
FT Federal Threatened; FE Federal Endangered; MBTA Migratory Bird Treaty Act
ST State Threatened; SE State Endangered; CSC California Special Concern Species

Source: Final Santa Clara Valley Habitat Conservation Plan. August 2012.

The substitution of plastic and paper-based products for EPS foam products would not have any negative impacts on species covered by the HCP. Since plastics mimic the effects of EPS foam and paper products biodegrade in the environment, the number of disposable food service items that are plastic would decline and as a result, some of the impacts to species that might accidentally ingest or otherwise be harmed by plastic products would be avoided. The ordinance, therefore, would not conflict with the provisions of the adopted HCP. **(No Impact)**

4.4.2.4 *Trees*

For more information regarding the use of trees to produce paper products, see *Section 4.2 – Agricultural and Forest Resources*. The exact effects of paper product manufacturing at unknown locations cannot be quantified by the City of San José. The life cycle analyses summarized in Appendix C show in some cases that paper products use more energy and result in higher greenhouse gas emissions than EPS foam products do. None of the life cycle studies apply directly to the project area, so making conclusions based on their results would be speculative.

Trees used to produce paper products are grown commercially in managed forests, where they are systematically harvested and replanted. Local impacts of this process can include land erosion and habitat loss, however due to the lack of biodiversity in managed forests, they are unlikely to provide habitat for special-status or listed species.

Policies and ordinances related to tree preservation apply locally, in areas that do not have commercially-managed forest resources. Local trees, which are not harvested for disposable food ware products, would not be affected by an increase in paper product use. Therefore no local tree preservation policies would be violated by the proposed project. **(No Impact)**

4.4.3 Conclusion

The proposed ordinance phasing out EPS foam food ware will have less than significant impacts to sensitive natural communities and special status species. Unfoamed plastic and EPS foam products have similar impacts and fates in the marine environment, so no new impacts are expected for those products. The substitution of paper products for EPS foam products would avoid some of the impacts to marine species currently caused by EPS foam products in the environment. **(Less Than Significant Impact)**

The proposed ordinance would not conflict with an HCP/NCCP. Increasing the use of paper products would have no effect on local trees or conflict with tree preservation policies. **(No Impact)**

4.5 CULTURAL RESOURCES

4.5.1 Setting

Cultural resources are evidence of past human occupation and activity and include both historical and archaeological resources. These resources may be located above ground, underground or underwater and have significance in history, prehistory[43], architecture or culture of the nation, State of California or local or tribal communities. Cultural resources are found throughout the project area and are generally identified in historic or cultural resources inventories maintained by the County of Santa Clara and local cities and towns and on California Register of Historical Resources (California Register) and the National Register of Historic Places (National Register).

Paleontological resources are fossils, the remains or traces of prehistoric life preserved in the geological record. They range from the well know and well publicized fossils (such as mammoth and dinosaur bones) to scientifically important fossils (such as paleobotanical remains, trace fossils, and microfossils). Potentially sensitive areas with fossil bearing sediments near the ground surface in the City of San José and surrounding areas of Santa Clara County are generally in or adjacent to foothill areas rather than the younger Holocene age deposits on the valley floor.[44]

4.5.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?	☐	☐	☐	☒	
2. Cause a substantial adverse change in the significance of an archaeological resource as defined in §15064.5?	☐	☐	☐	☒	
3. Directly or indirectly destroy a unique paleontological resource or site, or unique geologic feature?	☐	☐	☐	☒	
4. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒	

The proposed project is adoption of a model ordinance that would regulate the use of single-use EPS foam food ware within participating jurisdictions in Santa Clara County. The proposed ordinance would cause a reduction in EPS foam food ware use and is anticipated to result in an increase in the use of plastic and fiber-based substitute materials. The ordinance is not expected to cause a decline

[43] Events of the past prior to written records are considered prehistory.
[44] City of San José. "Final Program EIR for the Envision San José 2040 General Plan." 2011.

in overall consumption of disposable food service ware and consumers are not expected to litter substitute containers at a higher rate than EPS foam.

Implementation of an ordinance phasing out use and/or sale of EPS foam food service containers would not involve ground disturbance of native soils, building demolition, construction, or modification of the physical environment that would affect existing historical resources, archaeological resources, paleontological resources or other buried cultural resources, either directly or indirectly. As a result the project would not result in impacts to cultural or paleontological resources. **(No Impact)**

4.5.3 Conclusion

The proposed ordinance phasing out EPS foam food ware will have no impact on cultural resources. **(No Impact)**

4.6 GEOLOGY AND SOILS

4.6.1 Setting

4.6.1.1 *Regional Geology*

The Santa Clara Valley is located within the Coast Ranges geomorphic province of California; an area characterized by northwest-trending ridges and valleys, underlain by strongly deformed sedimentary and metamorphic rocks of the Franciscan Complex. Overlying these rocks are sediments deposited during recent geologic times. The Santa Clara Valley consists of a large structural basin containing alluvial deposits derived from the Diablo Range to the east and the Santa Cruz Mountains to the west. Alluvial deposits are interbedded with bay and lacustrine (lake) deposits in the north-central region. Valley sediments were deposited as a series of coalescing alluvial fans by streams that drain the adjacent mountains. These alluvial sediments make up the groundwater aquifers of the area. Soil types in the project area include clay in low-lying areas, loam and gravelly loam in the upper portions of the valley, and eroded rocky clay loam in the foothills.

Landslides are geologic hazards in foothill areas and expansive with high shrink-swell behavior are found on both the valley floor and in hillside areas. Weak soils, such as younger Bay Mud found in the margins near San Francisco Bay, can compress under the weight of buildings and fill. Other localized geologic hazards encountered within the project area include artificial fill that has not been properly compacted and naturally-occurring asbestos in ultramafic rocks, such as serpentinite.

4.6.1.2 *Regional Seismicity and Seismic Hazards*

The San Francisco Bay Area is recognized by geologists and seismologists as one of the most seismically-active regions in the United States. Significant earthquakes occurring in the Bay Area are generally associated with crustal movement along well-defined active fault zones of the San Andreas Fault system, which spans the Coast Ranges from the Pacific Ocean to the San Joaquin Valley. Two other major active faults in the area the Hayward Fault and the Calaveras Fault, located in the hills to the north and east of the Santa Clara Valley. Hazards associated with seismic activity along regional and local faults include fault rupture, ground shaking, liquefaction, differential seismic settlement, and earthquake-induced landslides and waves in bodies of water.

4.6.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:					1,2,8

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
a. Rupture of a known earthquake fault, as described on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	☐	☐	☐	☒	
b. Strong seismic ground shaking?	☐	☐	☐	☒	
c. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒	
d. Landslides?	☐	☐	☐	☒	
2. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒	1,2,9
3. Be located on a geologic unit or soil that is unstable, or that will become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒	1
4. Be located on expansive soil, as defined in Section 1802.3.2 of the California Building Code (2007), creating substantial risks to life or property?	☐	☐	☐	☒	1
5. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒	1

The proposed project is adoption of a model ordinance that would regulate the use of single-use EPS foam food ware within participating jurisdictions in Santa Clara County. The proposed ordinance would cause a reduction in EPS foam food ware use and is anticipated to result in an increase in the use of plastic and fiber-based substitute materials. The ordinance is not expected to cause a decline in overall consumption of disposable food service ware or change littering behavior.

The ordinance does not propose or require construction of any kind and would not expose people or structures to substantial adverse risk involving geologic hazards or conditions. For these reasons, the project would not result in any geology and soils impacts. **(No Impact)**

4.6.3 Conclusion

The proposed ordinance phasing out EPS foam food ware will have no impact on the exposure of people or structures to geologic, soils or seismic impacts. **(No Impact)**

4.7 GREENHOUSE GAS EMISSIONS

4.7.1 Setting

Unlike emissions of criteria and toxic air pollutants, which have local or regional impacts, emissions of greenhouse gases (GHGs) have a broader, global impact. Global warming associated with the "greenhouse effect" is a process whereby GHGs accumulating in the atmosphere contribute to an increase in the temperature of the earth's atmosphere. The principal GHGs contributing to global warming and associated climate change are carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), and fluorinated compounds. Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the transportation, industrial and manufacturing, utility, residential, commercial, and agricultural sectors.

4.7.1.1 *Regulatory Setting*

Agencies at the international, national, state, and local levels are considering strategies to control emissions of GHG that contribute to global warming. The following plans, polices, and regulations apply to the project area.

California Assembly Bill 32

With the passage of AB 32 (Global Warming Solutions Act of 2006), the State of California made a commitment to reduce greenhouse gas (GHG) emissions to 1990 levels by 2020, which represents a 30 percent decrease over "Business-as-Usual" conditions. CARB's Discrete Early Actions include maximizing energy efficient building and appliance standards, pursuing additional efficiency efforts, including new technologies and new policy and implementation mechanisms, and pursuing comparable investment in energy efficiency by all retail providers of electricity in California (including both investor-owned and publicly-owned utilities). In addition to AB 32, Executive Order S-3-05 established a reduction target of 80 percent below 1990 levels by 2050.

In December 2008, the California Air Resources Board (CARB) approved the *Climate Change Scoping Plan*, which contains a comprehensive set of actions designed to diversify California's energy sources, save energy, and enhance public health, among other goals. Per AB 32, the Scoping Plan must be updated every five years to evaluate the AB 32 policies to ensure that California is on track to achieve the 2020 GHG reduction goal. CARB expects to consider adoption of an updated Scoping Plan document in November 2013.

California Senate Bill 375

Senate Bill 375 (SB 375), known as the Sustainable Communities Strategy and Climate Protection Act, was signed into law in September 2008. It builds on AB 32 by requiring CARB to develop regional GHG reduction targets to be achieved from the automobile and light truck sectors for 2020 and 2035 when compared to emissions in 2005. The per capita reduction targets for passenger vehicles in the San Francisco Bay Area include a seven percent reduction by 2020 and a 15 percent

reduction by 2035.[45] Consistent with the requirements of SB 375, the Metropolitan Transportation Commission is partnering with the Association of Bay Area Governments, the Bay Area Air Quality Management District, and the Bay Conservation and Development Commission to prepare the region's Sustainable Community Strategy, referred to as *Plan Bay Area*. A Draft *Plan Bay* Area was released for public review in March 2013. The regional per capita reduction targets set by SB 375 do not directly address emissions associated with the manufacture, transport, use, and disposal of commonly used products such as disposable food ware.

2010 Bay Area Clean Air Plan

The Bay Area 2010 Clean Air Plan (CAP) addresses air emissions in the San Francisco Bay Area Air Basin. One of the key objectives in the CAP is climate protection. The 2010 CAP includes emission control measures and performance objectives, consistent with the state's climate protection goals under AB 32 and SB 375, designed to reduce emissions of GHGs to 1990 levels by 2020 and 40 percent below 1990 levels by 2035.

BAAQMD CEQA Guidelines

BAAQMD identifies thresholds of significance for operational GHG emissions from stationary sources and land-use development projects in its CEQA Air Quality Guidelines. These guidelines include recommended significance thresholds, assessment methodologies, and mitigation strategies for GHG emissions. The guidelines do not, however, address emissions associated with the manufacture, transport, use, and disposal of commonly used products such as disposable food ware.

Envision San José 2040 General Plan

The *Envision San José 2040 General Plan* includes a Greenhouse Gas Reduction Strategy embedded in its policies and programs that are designed to help the City sustain its natural resources, grow efficiently, and meet State legal requirements for GHG emissions reduction. Multiple policies and actions in the *2040 General Plan* have GHG implications, including land use, housing, transportation, water usage, solid waste generation and recycling, and reuse of historic buildings. The City's Green Vision, as reflected in these policies, also has a monitoring component that allows for adaptation and adjustment of City programs and initiatives related to sustainability and associated reductions in GHG emissions. The GHG Reduction Strategy identifies GHG emissions reduction measures to be implemented by the following recycling and waste reduction strategies:

> **RWR-Q**. Extend recycling services - Green Vision Goal #5. As an estimate, divert an additional 75% of waste beyond the baseline year (2006) by 2035. CO2e from landfilled waste (2006) = 260,000 MT; 75% =200,000 MT.
>
> **MS-6.5**. Reduce the amount of waste disposed in landfills through waste prevention, reuse, and recycling of materials at venues, facilities, and special events.

[45] The emission reduction targets are for those associated with land use and transportation strategies, only. Emission reductions due to the California Low Carbon Fuel Standards or Pavley emission control standards are not included in the targets.

MS-5.Divert 100% of waste from landfills by 2022 and maintain 100% diversion through 2040.

Among the other participating jurisdictions in Santa Clara County, the other cities/towns listed in Table 4.7-1, below, have adopted or are preparing Climate Action Plans/Greenhouse Gas Reduction Strategies.

Table 4.7-1
Relevant Greenhouse Gas Plans and Policies for Participating Jurisdictions

Jurisdiction	Planning Document	Status	Relevant Policies
San José	Greenhouse Gas Reduction Strategy	Adopted. June 2011	Green Vision Goal #5; Implementation: Zero Waste Strategic Plan. As an estimate, divert an additional 75% of waste beyond the baseline year (2006) by 2035.
Gilroy	Climate Action Plan	Adopted. June 18, 2012	SW4: Ban Styrofoam and other non-biodegradable food containers in the City of Gilroy.
Los Altos	*Climate Action Plan*	*In Progress*	--
Los Gatos	Los Gatos Sustainability Plan	October 15, 2012	SW-9 – Develop policies, incentives, and design guidelines that encourage the public and private purchase and use of durable and nondurable items, including building materials, made from recycled materials or renewable resources. SW-10 Additional Waste Diversion: Aim to achieve the 75 percent waste diversion goal established by AB 341.
Milpitas	*Climate Action Plan*	May 7, 2013	Measure 11.1: Waste Diversion- A. Support the expansion of existing food waste and composting collection routes in order to provide composting services for interested residents and businesses. B. Encourage local restaurants to compost food and provide compostable to-go containers.
Morgan Hill	*Climate Action Plan*	*In Progress*	--
Mountain View	Greenhouse Gas Reduction Program	August 2012	A: Implement Zero-Waste Plan PW

Table 4.7-1 Relevant Greenhouse Gas Plans and Policies for Participating Jurisdictions			
Jurisdiction	**Planning Document**	**Status**	**Relevant Policies**
Santa Clara	*Climate Action Plan*	*In Progress*	--
Sunnyvale	*Climate Action Plan*	*In Progress*	*LW-1.3. Ban the use of expanded polystyrene (EPS) take-out containers at restaurants and fast-food facilities*
Other:	**Planning Document**	**Status**	**Relevant Policies**
Palo Alto	Climate Protection Plan	December, 2007	Expand collaborative efforts with targeted businesses to reduce the use of disposable items such as plastic shopping bags and take-out containers. Propose possible product bans or fees to reduce the use of products such as plastic bags and bottled water. Implement approved material bans and mandatory recycling ordinances.
Unincorporated Santa Clara County	Climate Action Plan – *Operations and Facilities*	September 2009	Establish a 75% waste diversion goal for facilities and parks. (GHG reduction of 1,525 metric tons)

4.7.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐	1,10
2. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐	1,2,10

4.7.2.1 *Greenhouse Gas Impacts of Substitute Products*

Prohibiting EPS foam food ware would not directly generate GHG emissions. Instead, the proposed phasing out of EPS foam food ware would indirectly generate GHG emissions associated with substitute container materials. Evaluating the greenhouse gas impacts of a disposable food service product requires an examination of the product's full life cycle. GHGs are emitted when the feedstock (e.g. petroleum or wood) is extracted, processed, manufactured into the product, and when the product is used, collected, and disposed. There are also greenhouse gas emissions from the transportation associated with each step of the product's life cycle. Because the calculation of GHG emissions for these phases depends on location-specific factors such as transportation distance and energy supply, there is an inherent uncertainty in the information available to the City of San José to quantify the emissions from products used in the project area.

The life cycle assessments (LCAs) summarized in Appendix C reveal that the greenhouse gas emissions of the substitute products are in some cases higher and in other cases lower than their EPS foam counterparts. A 2011 study funded by the Plastic Foodservice Packaging Group (PFPG) found that the life cycle of 10,000 16-ounce expanded polystyrene (EPS) cups accounts for 723 pounds of carbon dioxide. The same study found that 10,000 plastic-lined paper cups account for anywhere between 147 and 1,215 pounds of carbon dioxide emissions, depending on to what extent they decompose in landfills and whether or not a corrugated sleeve is used.[46]

Another study, this one funded by the California Department of Resources Recycling and Recovery (CalRecycle), found that when all products were landfilled, the life cycle GHG emissions for 1,000 EPS clamshells were 53.6 kilograms of carbon dioxide equivalents (kg CO_2e). The emissions from 1,000 clamshells made from substitute materials such as unfoamed polystyrene, polyethylene terephthalate (PET), polypropylene, and the biopolymer polylactic acid (PLA) were 51.8 kg, 80.7 kg, 61.1 kg, and 41.5 kg, respectively.[47] This study confirms that the GHG emissions of the substitute products range from somewhat higher to somewhat lower than EPS foam.

Other studies summarized in Appendix C show similar results. A key issue with all of the LCAs is that the assumed end of life scenario, or waste disposal path, is not consistent with the actual waste collection infrastructure in the project area. How a product is disposed accounts for a substantial portion of the product's greenhouse gas impacts, so the results of studies with end of life scenarios differing from the actual waste disposal options in the project area are difficult to apply.

For example in the aforementioned PFPG-funded study, twenty percent of the 10,000 EPS cups were assumed to be combusted for energy rather than landfilled. As a result, the EPS cups were given a credit for displaced energy production. This assumption was based on a national waste recovery average and does not reflect the circumstances in the project area. Of the waste collected in Santa

[46] Franklin Associates, Ltd. "Life Cycle Inventory of Foam Polystyrene, Paper-Based, and PLA Foodservice Products." February 4, 2011. Prepared for The Plastic Foodservice Packaging Group. Available at: <http://plasticfoodservicefacts.com/Life-Cycle-Inventory-Foodservice-Products>.
[47] Kuczenski et al. "Plastic Clamshell Container Case Study." May 15, 2012. Prepared for CalRecycle. Available at: <http://www.calrecycle.ca.gov/publications/Detail.aspx?PublicationID=1431>.

Clara County, only a small portion of the wood debris collected is incinerated for energy recovery.[48] No other types of waste collected in the project area, including plastics, are incinerated.[49]

The CalRecycle-funded study provides another example of the significance of the end of life scenario in determining a product's greenhouse gas impacts. PET was the highest impact product at 80.7 kg CO_2e/1,000 clamshells. However when the emissions were calculated with the assumption that 100 percent of the PET clamshells were recycled, the PET emissions dropped almost 50 percent making it one of the lowest impact products studied. PET is recyclable in all but one jurisdiction in the project area (see Figure 4.17-4 in *Section 4.17 Utilities and Service Systems*), which means that insofar as PET would be used as a substitute for EPS foam, the emissions associated with those products could increase or decrease depending on the rate at which they are recycled. In the project area, emissions would likely be less than calculated in this study due to the wide availability of recycling services.

These examples of the sensitivity of emissions to the end of life scenario demonstrate the inapplicability of the available information to the proposed project. Quantitative greenhouse gas analysis based on these LCAs would involve use of assumptions that are inconsistent with actual practices in the project area. There is no definitive evidence that any of the substitute products would account for significantly more greenhouse emissions than EPS foam products used in the project area.

Another key issue that is not discussed in detail here is the transportation distance assumptions for the products. Each LCA uses an average transportation distance based on a set of estimations for the region and products studied. The City of San José does not have enough information to predict exactly where the EPS foam and substitute products available in the project area come from. Furthermore, any such information would be frequently changing based on market demand, price, and the availability of supply at the time of purchase.

Therefore, the City of San José cannot conclude that replacing EPS foam food service ware with substitute products would substantially increase greenhouse gas emissions, and if substitute materials are commonly recycled, emissions may be reduced, as anticipated by the San José's GHG Reduction Strategy.

4.7.2.2 *Consistency with Statewide GHG Reduction Plans AB32 and SB 375*

The Climate Change Scoping Plan provides a comprehensive strategy to reduce statewide GHG emissions in the year 2020 consistent with the reduction targets established by AB32. Included within that strategy are actions related to GHG emissions from solid waste. According to the

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[48] Samonsky, E. Associate Environmental Services Specialist. City of San José, Environmental Services Division. Personal Communication. April 11, 2013. In calendar year 2012, 15,884 tons of San José 's residential yard trimmings stream were treated as co-generation (hog) fuel. This represents 12 percent of San José 's residential yard trimmings stream.

[49] Limited amounts of specific materials from the project area may be disposed of by incineration. For example, the California Disposal Reporting System shows very small amounts of waste from Sunnyvale and other jurisdictions being burned at the Covanta waste-to-electricity plant at Crows Landing (Stanislaus County). Some amount was illegal drugs destroyed for the Sunnyvale Department of Public Safety. Waste from residential and food related businesses is not routinely disposed of by incineration, however.

Scoping Plan, GHG emissions from waste in California are one (1) percent of overall total statewide emissions.

Scoping Plan Recommended Action 15. Recycling and Waste. *Reduce methane emissions at landfills. Increase waste diversion, composting and other beneficial uses of organic materials, and mandate commercial recycling. Move toward zero-waste.*

This action strives to reduce greenhouse gas emissions by turning waste into resources. By reducing the substantial energy use associated with the acquisition of raw materials in the manufacturing stage of a product's life-cycle, a large reduction in energy consumption should be realized. As stated in the Scoping Plan, "re-introducing recyclables with intrinsic energy value back into the manufacturing process reduces greenhouse gas emissions from multiple phases of product production including extraction of raw materials, preprocessing and manufacturing. Additionally, by recovering organic materials from the waste stream, and having a vibrant composting and organic materials industry, there is an opportunity to further reduce greenhouse gas emissions through the indirect benefits associated with the reduced need for water and fertilizer for California's Agricultural sector."

Consistency: Shifting away from EPS foam food ware to substitute containers made from recyclable or compostable materials will help achieve the GHG emissions reductions assumed in the Scoping Plan for the solid waste sector given the ability for those products to be recycled or composted within the project area. To the extent food ware made from bioplastics (e.g. PLA) is landfilled rather than recycled, the carbon fixed in those inert containers will be sequestered from the active carbon cycle.

As discussed in Section 4.3 Air Quality and Section 4.16 Transportation, the shift to substitute container materials will not result in a substantial increase in trips for delivery or disposal, so there will not be a substantial increase in vehicle-generated GHG emissions, therefore the project would not conflict with Bay Area's Sustainable Community Strategy's regional targets implementing SB 375. The per capita reduction targets for passenger vehicles in the San Francisco Bay Area include a seven percent reduction by 2020 and a 15 percent reduction by 2035, and the proposed ban would have no effect on the region's ability to meet these targets for automobile and light truck sectors.

4.7.2.3 *Consistency with Local GHG Reduction Strategies*

The proposed ban would be consistent with San José's GHG Reduction Strategy by reducing the amount of EPS foam food ware waste currently being disposed in landfills, and by causing a shift to substitute materials capable of being composted or recycled. The proposed ban would also be consistent with adopted GHG Reduction Strategies (or Climate Action Plans) in Gilroy, Los Gatos, and Mountain View, and strategies/plans in development in Los Altos, Milpitas, Morgan Hill, Santa Clara, and Sunnyvale. The additional restrictions on retail sales and EPS foam ice chests would be consistent with adopted Climate Action Plans in Palo Alto and Santa Clara County. **(Less Than Significant Impact)**

4.7.3 Conclusion

The proposed phase-out of EPS foam food ware would not directly or indirectly generate substantial GHG emissions that would have a significant impact on the environment, nor would the proposed project conflict with statewide or local plans adopted to reduce GHG emissions. **(Less than Significant Impact)**

4.8 HAZARDS AND HAZARDOUS MATERIALS

The following discussion addresses hazards to people related to single-use food ware use, manufacture, and disposal. Hazardous materials, substances or materials that could adversely affect the safety of the public, handlers or carriers during use, transportation, or disposal are also specifically addressed. Environmental effects or hazards to the environment are also addressed in *Section 4.3 Air Quality, Section 4.4 Biological Resources, Section 4.9 Hydrology and Water Quality,* and *Section 4.17 Utilities and Service Systems.*

4.8.1 Setting

Hazardous materials include materials such as compressed gases, flammable liquids, oxidizers, corrosives and toxics. Hazardous materials are used and stored in most urban, suburban, and rural communities, including those within the project area. Examples of hazardous materials include gasoline and other fuels, chlorine compounds, acids, and biocides. They include substances used at a wide range of industries and businesses including manufacturing, automotive, medical and electronics. Many products containing hazardous chemicals also are routinely used and stored in homes; generally in small quantities. Hazardous materials are also shipped daily on highways, railroads, and in pipelines.

Each year, Californians generate two million tons of hazardous waste.[50] As discussed below under *Regulatory Setting,* properly handling these wastes avoids threats to public health and degradation of the environment. In addition, existing contamination from reported hazardous materials release sites (such as leaking fuel tanks) can adversely affect the environment or human health and is tracked in State of California databases, such as the GeoTracker database maintained by the State Water Resources Control Board.

Landfill and solid waste facilities include landfills, transfer stations, material recovery facilities, compositing sites, and closed disposal sites. The two environmental concerns related to landfills are the generation and control of landfill gas and water moving through landfilled materials (leachate). Transfer stations do not routinely handle materials classified as hazardous materials, although they do encounter them in waste materials during sorting and have procedures for separating and properly disposing of such materials when encountered. There are four active landfills within Santa Clara County, including Newby Island, Kirby Canyon, Zanker and Guadalupe Mines in the City of San José and transfer stations in the cities of San José, Santa Clara, Sunnyvale, and unincorporated Santa Clara County (San Martin). Landfills and other solid waste facilities are also identified in the Solid Waste Information System (SWIS) database maintained by CalRecycle.

Other hazards identified within Santa Clara County include safety zones for airports (e.g., Mineta San José International Airport, Reid-Hillview Airport, Palo Alto Airport, South County Airport and Moffett Federal Airfield in Mountain View) and very high severity hazards for wildfires in some foothill areas of San José, Morgan Hill, Saratoga, Monte Sereno, Los Gatos, and unincorporated

[50] Department of Toxic Substances Control. "DTSC: Who We Are and What We Do". Accessed May 3, 2013. Available at: <http://www.dtsc.ca.gov/InformationResources/DTSC_Overview.cfm>.

Santa Clara County.[51] Safety zones for airports are identified in Comprehensive Land Use Plans (CLUPs) for the public airports in the project area.[52]

4.8.1.1 *Health Hazards Associated with Food Ware Use and Manufacturing*

Food Container Safety

The single-use food service ware products used by vendors and available for sale to the general public within the project area are manufactured from a variety of plastic resins, paper materials, paper materials lined with plastics, and bioplastics (e.g., plastic resins produced from materials derived from plants). EPS foam is one of a number of materials used to manufacture disposable or single-use food service ware. Many of these products are made from virgin materials (i.e. newly-produced); many others contain pre-consumer and/or post-consumer recycled content. As discussed under *Regulatory Setting,* below, environmental health concerns related to single-disposable food ware include avoiding contamination of containers with heavy metals and toxic materials.

Hazardous Materials Used in Polystyrene Foam Manufacturing

Styrene

Styrene is a carbon containing compound that is converted to the polymer (chain of molecules) polystyrene through a process known as polymerization. Styrene is produced from ethylene, a flammable gas, and benzene, which is flammable and a carcinogen. Styrene is classified as flammable and it has toxic properties if inhaled or ingested. In the work place, all of these compounds have established exposure limits [e.g., Immediately Dangerous to Life or Health (IDLH), as defined by the U.S. National Institute for Occupational Safety and Health (NIOSH)] due to toxic effects from inhalation or ingestion.[53]

In addition to acute toxic effects, the literature and studies on cancer risks associated with styrene has been reviewed by the U.S. Department of Health and Human Services, National Toxicology Program in its *12th Edition Report on Carcinogens*. The report is a congressionally mandated, science-based, public health report that identifies agents, substances, mixtures, or exposures in the environment that may potentially put people in the United States at increased risk for cancer. The report uses two key categories for substances: 1) Known to be a Human Carcinogen and 2) Reasonably Anticipated to be a Human Carcinogen. The June 2011 report identified styrene, the building block of polystyrene, as "reasonably anticipated to be a human carcinogen based on limited evidence of carcinogenicity from studies in humans, sufficient evidence of carcinogenicity from studies in experimental animals, and

[51] Association of Bay Area Governments, Earthquake and Hazards Program. *Wildland Urban Interface Fire Threatened Communities*. July 2009. Accessed April 11, 2013. Available at: <http://gis3.abag.ca.gov/Website/Fire_Threat_WUI/ viewer.htm>

[52] County of Santa Clara, Planning Office. "Airport Land-Use Commission". Accessed May 3, 2013. Available at: <http://www.sccgov.org/sites/planning/PlansPrograms/ALUC/Pages/ALUC.aspx>.

[53] Occupational Health and Safety Administration. "Health and Safety Topics, Styrene". Accessed May 3, 2013. Available at: <http://www.osha.gov/SLTC/styrene/index.html>.

supporting data on mechanisms of carcinogenesis".[54] A previous review by the International Agency for Research on Cancer (IARC) concluded that that there is limited evidence in humans and experimental animals for the carcinogenicity of styrene and that overall, styrene is possibly carcinogenic to humans.[55] Styrene is a substance that is reasonably anticipated by the National Toxicology Program to be a human carcinogen and from a regulatory standpoint is not considered a known carcinogen.

Polystyrene

Polystyrene is classified as a combustible material. Polystyrene foams are produced using blowing agents that expand the polystyrene resin into foam. In expanded polystyrene production, flammables such as pentane, may be used as blowing agents. The production of extruded polystyrene may utilize hydrofluorocarbons (HFC-134a), which are regulated substances in part due to worker asphyxiation hazards.

4.8.1.2 *Regulatory Setting*

Regulation of Food Container Health Hazards

The Office of Food Additive Safety (OFAS) at the U.S. Food and Drug Administration's (FDA) Center for Food Safety and Applied Nutrition (CFSAN) regulates the manufacturing industry to ensure that food contact substances are safe.[56] The U.S. Food and Drug Administration (FDA) oversees the safety of food packaging products and chemical levels that are permitted to be used in plastic food containers. Examples of food contact substances in takeout food containers include polymers (plastic packaging materials), pigments and antioxidants used in polymers, adhesives, materials used during the manufacture of paper and paperboard, and antimicrobial agents. Under the FDA's authority, plastic packaging products must pass safety assessments that eliminate the potential substances that could pose health risks, such as BPA[57,58], to be leached into the food or beverages being stored in containers. BPA is used to make certain plastics, including polycarbonate (Plastic Recycling Symbol #7), and a variety of products, including infant and water bottles. Polystyrene and polystyrene foam are not manufactured using BPA.

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[54] Department of Health and Human Services, National Toxicology Program. "12th Report on Carcinogens (RoC)". Accessed May 3, 2013. Available at: < http://ntp.niehs.nih.gov/?objectid=03C9AF75-E1BF-FF40-DBA9EC0928DF8B15>.

[55] World Health Organization, International Agency for Research on Cancer. 2002. IARC Monographs on the Evaluation of Carcinogenic Risks to Humans. 2002. Available at: <http://monographs.iarc.fr/ENG/Monographs/vol82/mono82.pdf>.

[56] FDA. "Regulatory Report: Assessing the Safety of Food Contact Substances". Accessed May 2, 2013. Available at: <http://www.fda.gov/Food/IngredientsPackagingLabeling/PackagingFCS/ucm064166.htm>.

[57] BPA (Bisphenol A) is a chemical used in certain food contact materials and concerns have been raised about BPA's long-term safety. Though the FDA considers current low levels of exposure as safe, it is "taking reasonable steps to reduce human exposure to BPA in the food supply" and review of BPA studies by the FDA is continuing. Source: FDA. "Bisphenol A (BPA): Use in Food Contact Application". Accessed May 3, 2013. Available at: <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm064437.htm>.

[58] BPA was recently removed from California's Proposition 65 List requiring notification to consumers. Source: California Office of Environmental Health Hazard Assessment. "Current Proposition 65 List (April 19, 2013)". Accessed May 3, 2013. Available at: < http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html>.

The FDA also has regulations for the recycling of plastics into new food containers. The concerns about the safety of recycled plastics are focused on the potential for contaminants from the original products to end up in the recycled products. Regulatory requirements are outlined in the FDA prepared "Guidance for Industry: Use of Recycled Plastics in Food Packaging: Chemistry Considerations" to regulate food packaging standards for recycled plastics.[59] The FDA's main safety concerns with the use of recycled plastic materials in food-contact articles are: 1) that contaminants from the post-consumer material may appear in the final food-contact product made from the recycled material, 2) that recycled post-consumer material not regulated for food-contact use may be incorporated into food-contact packaging, and 3) that adjuvants (secondary or other agents) in the recycled plastic may not comply with the regulations for food-contact use.

Fiber-based food containers are also regulated by the FDA. Manufacture of food-contact products from reclaimed fiber must meet the criteria in Title 21 of the *Code of Federal Regulations*, Section 176.260 regarding suitable purity and other factors.

In addition to the federal regulations of the FDA, the Department of Toxic Substances Control (DTSC) is charged with implementing the requirements of the laws that are found in the California Health and Safety Code (beginning at §25214.11). These regulations cover any packaging or packaging component sold in California and prohibit the intentional introduction of toxic metals (e.g., cadmium, lead, mercury, and hexavalent chromium) into packaging and the incidental introduction of more than 100 parts per million by weight for all toxic metals.[60]

California Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, was enacted as a ballot initiative in November 1986. The purpose of Proposition 65 is to notify consumers that they are being exposed to chemicals that are known to cause cancer and/or reproductive toxicity. The State of California Office of Environmental Health Hazard Assessment maintains a list of chemicals, known as the Proposition 65 list. Neither the styrene monomer nor polystyrene are on the current (April 19, 2013) Proposition 65 list.[61]

Regulation of Hazardous Materials Use, Disposal and Storage

There are a number of regulatory programs in place that are designed to minimize the chance for unintended releases and/or exposure of people to hazardous materials from existing contamination and/or accidental releases. Regulations include, but are not limited to:

- California Building and Fire Codes
- Hazardous Materials Storage Ordinances (Municipal and County Codes)
- California Accidental Release Prevention Program (CalARP)

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[59] FDA. "Recycled Plastics in Food Packaging". Accessed May 3, 2013. Available at: <http://www.fda.gov/Food/IngredientsPackagingLabeling/PackagingFCS/RecycledPlastics/ucm093435.htm>.
[60] DTSC. "Toxics in Packaging Law". Accessed May 3, 2013. Available at: <http://www.dtsc.ca.gov/toxicsinpackaging/TIPlaw.cfm>.
[61] California Office of Environmental Health Hazard Assessment. "Current Proposition 65 List (April 13, 2013)". Accessed May 3, 2013. Available at: < http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html>

- Certified Unified Program Agency (CUPA) Program (e.g., hazardous waste, fuel storage tanks, CalARP oversight; cities of Gilroy, Santa Clara, Sunnyvale, and County of Santa Clara Department of Environmental Health)
- Hazardous Waste Operations and Emergency Response - Occupational Safety and Health Administration (Cal/OSHA)
- State Water Code and Porter-Cologne Act (State Water Resources Control Board and Regional Boards)
- Federal Resource Conservation and Recovery Act and California Health and Safety Code (California Department of Toxic Substances Control)

Some of these regulatory programs set forth standards and procedures for the handling and storage of hazardous materials. Other programs set forth standards for the containment and/or neutralization of any accidental releases of hazardous materials.

4.8.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐	1,11
2. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒	1
3. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒	1
4. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, will it create a significant hazard to the public or the environment?	☐	☐	☐	☒	1
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, will the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒	1

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
6. For a project within the vicinity of a private airstrip, will the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒	1
7. Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒	1
8. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒	1,2

The ordinance does not propose or require construction of any kind. Therefore, the project would not expose people or structures to substantial adverse hazards related to existing soil or groundwater contamination, airport safety zones, or wildland fires, or impair implementation of emergency response or evacuation plans.

4.8.2.1 *Hazards Associated with Use of Substitute Products*

The proposed project is adoption of a model ordinance that would regulate the use of single-use EPS foam food ware within participating jurisdictions in Santa Clara County. The proposed ordinance would cause a reduction in EPS foam food ware use and is anticipated to result in an increase in the use of plastic and fiber-based substitute materials. The ordinance is not expected to cause a decline in overall consumption of disposable food service ware and consumers are not expected to litter substitute containers at a higher rate than EPS foam

As discussed in Appendix D, many plastic and fiber-based products already exist that could replace polystyrene foam plates, bowls, beverage cups, and clamshells. A range of plastic and bio-plastic resins can be used to manufacture these products, though the most common plastics used are polypropylene (PP), general purpose polystyrene (GPPS, unfoamed), and PET (polyethylene terephthalate).

Substitute products, including plastic and fiber-based single use food ware, are currently available on the market and currently used for serving foods and beverages. The containers themselves are not classified as hazardous substances under local, state or federal law, and substitution of these products would not directly involve the handling or transportation of hazardous materials.

The safety of the substitute products as food containers, like EPS foam food ware, is regulated by the FDA and Department of Toxic Substance Controls. Plastic materials, such as polycarbonates, that are reported to contain BPA, are not generally used in the types of single-use food ware that would

be replaced (e.g., cups, bowls, clamshells, plates, and unencapsulated ice chests), and exposure to this material and its reported associated health risks would not substantially increase under the proposed project. **(Less Than Significant Impact)**

4.8.2.2 *Secondary Impacts: Hazardous Materials Use Associated with the Manufacture of Substitute Products*

The manufacture of single-use food ware, both plastic and fiber-based, involves the use of regulated hazardous materials and the release of toxic chemicals into the environment. Substitute plastic and fiber-based products produced in the United States are readily available in California and Santa Clara County and are anticipated to be the primary substitute products used. Some containers may be manufactured outside of the United States, however, a thorough review of industries and regulations in other countries is beyond the scope of this environmental review. The basic processes of manufacturing the substitute products would be the same.

Pulp used to make fiber-based substitute products is made by mechanically or chemically separating the fibers in wood or other plant materials. In some chemical pulping processes, corrosives and flammables such as sodium hydroxide and sodium sulfide are used. Bleaching chemicals can include chlorine gas, sodium hydroxide, calcium hypochlorite and peroxides. Coloring materials and coatings may also be applied to paper materials. Hazardous wastes can include halogenated solvents and other organic compounds used in degreasing and cleaning, corrosive waste, and ink waste.

Plastic substitutes, both petrochemically and biologically based, involve the production of plastic resins from organic compounds and the manufacture of individual food ware products at multiple facilities. As discussed previously for polystyrene, common input chemicals from petroleum refiners used in the production of plastic resins include ethylene, propylene, and benzene among other cyclic organic chemicals. Bioplastics use feedstock chemicals derived from renewable, plant or food by-product based sources. After production of the chemical compounds and the various plastic resins (e.g. polypropylene, general purpose polystyrene, PLA), the plastic resins are subsequently manufactured into plastic products through forming or extrusion. The hazardous materials used and waste produced at an individual facility or for a particular type of plastic substitute will depend on the feedstocks, processes, equipment in use and maintenance practices.

The U.S. Environmental Protection Agency (U.S. EPA) maintains a Toxic Release Inventory, which is a publicly available database that contains information on toxic chemical releases and waste management activities reported annually by certain industries as well as federal facilities. The TRI program also lists profiles of chemical use and releases related to the plastic and paper industry, the most recent of those posted by the U.S. EPA, are discussed below.[62]

According to the *1997 Profile of the Plastic Resin and Manmade Fiber Industries,* plastic resin manufacturing facilities released 64.1 million pounds of toxic chemicals into the environment and transferred 192.4 million pounds to other facilities for the purpose of recycling, energy recovery, treatment, or disposal, for a total of 256.5 million pounds in 1995. The top five chemicals released in

[62] U.S. EPA. "Toxic Release Inventory (TRI) Program: 2011 TRI National Analysis" Accessed: May 1, 2013. Available at: <http://www.epa.gov/tri/tridata/tri11/nationalanalysis/index.htm>.

terms of volume were ethylene, methanol, acetonitrile, propylene, and ammonia. Approximately 74 percent (48 million pounds) of the industry's releases were to the air, 21 percent (13.3 million pounds of releases were by underground injection, and the remaining five percent were released as water discharges and disposals to land. Since this profile was completed, recycling of plastic materials such as PET has increased along with source reduction measures (e.g., reducing the amount of material needed by making materials lighter) [63]. These and other measures would tend to reduce the overall waste stream of toxic materials associated with the production of virgin plastic resins on a per unit basis.

As disclosed in the *2002 Profile of the Pulp and Paper Industry, 2nd Edition*, the pulp and paper industry released and transferred a total of approximately 263.1 million pounds of toxic chemicals in 2000. Methanol represented roughly 60 percent of all pulp and paper toxic chemical releases and transfers. Other common chemicals released by the industry include ammonia, hydrochloric acid, and sulfuric acid. The pulp and paper industry released 66 percent of its total Toxic Release Inventory (by weight) to the air, approximately 22 percent to water and publicly owned treatment works (POTWs, or in other words, wastewater treatment plants), and nine percent was disposed of on land.

Single-use food ware would make up only a small portion of the discharges for the industries listed above and any change in demand related to substitutes for EPS foam food ware would affect the release of hazardous materials by these industries in an amount proportional to their occurrence. As noted above, the plastic resin and pulp and paper industries ***both*** release and transfer toxic chemicals as a result of their manufacturing activities.

Life-Cycle Assessments (LCAs) prepared for plastic and fiber-based products and summarized in Appendix C, identify that various emissions occur in both the air and water discharged as a part manufacturing of the various substitute materials. Unfortunately, no one LCA evaluated the use or release of hazardous materials for plastic and fiber-based substitutes along with EPS foam, applying the same methodology to each material type. Tabone et al. (2010) evaluated "percent of greatest impact" for the production of a range of plastic polymers using EPA's TRACI methodology. They included: petrochemical-sourced resins (including PET, general purpose polystyrene, PP, PC) and biopolymers PHA and PLA. Of the plastic resins evaluated, PET and bio-PET were reported to be highest impact for carcinogens, with general purpose polystyrene and polypropylene (PP) being in the lower range. For non-carcinogenic health hazards, general polystyrene was listed has having the greatest impact with PP having the lowest relative impact. The biopolymers PHA and PLA were somewhat higher than PP in the noncarcinogen hazards category. What is not clear or easy to assess is how the assessment tools in the TRACI methodology relate to actual emissions or discharges into the environment and what types of compounds are related to the identified impact. A second LCA which discussed emissions was prepared by Franklin Associates in 2006. It compared polystyrene foam to bleached paperboard and corregated paperboard food service products and stated that no

[63] U.S. EPA. "Wastes - Resource Conservation - Common Wastes & Materials". Accessed May 3, 2013. Available at: <http://www.epa.gov/osw/conserve/materials/plastics.htm#how>.

overall conclusions can be made about air and waterborne emissions released from the manufacture of these products because there is no "valid impact assessment methodology."[64]

In conclusion, manufacturing of both EPS foam and substitute single use food ware products involves the use, transport, storage and disposal of a range of hazardous materials, some of which have toxic properties. No one LCA or EPA industry profile reviewed provides information to assess whether, overall, one or more of the substitute products would result in the disposal or use of substantially more regulated hazardous materials such that they could create a significant hazard to the public or the environment through their routine transport, use, or disposal. As discussed in *Section 4.8.1.1. Regulatory Setting*, there are a number of regulatory programs in place that are designed to minimize the chance for unintended releases and/or exposure of people to hazardous materials. Therefore, implementation of the proposed project and the use of substitute products is not anticipated to result in a significant indirect or secondary hazards and hazardous materials impact. **(Less Than Significant Impact)**

4.8.3 Conclusion

The proposed phase-out of EPS foam food ware would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. **(Less than Significant Impact)**

The proposed phase-out of EPS foam food ware does not propose or require construction of any kind. Therefore, the project would not expose people or structures to substantial adverse hazards related to existing soil or groundwater contamination, airport safety zones, or wildland fires, or impair implementation of emergency response or evacuation plans. **(No Impact)**

[64] Franklin Associates. "Life Cycle Inventory of Polystyrene Foam, Bleached Paperboard, and Corrugated Paperboard Foodservice Products." March 2006. Prepared for the Polystyrene Packaging Council, A Part of the American Chemistry Council's Non-Durable Plastics Panel.

4.9 HYDROLOGY AND WATER QUALITY

4.9.1 Setting

4.9.1.1 *Climate*

The County of Santa Clara is located at the southern end of San Francisco Bay. The urban areas of the County are primarily situated on an alluvial plain within the Santa Clara Valley, which extends southward from San Francisco Bay to Hollister, south of Gilroy. The mountain ranges bordering the alluvial plains ringing San Francisco Bay reach over 4,000 feet in elevation. Slopes vary from essentially flat (zero to two percent) on the valley floor with steeper slopes over 15 percent in foothill areas.

The climate is a semi-arid, Mediterranean-type climate with warm, dry weather from late spring to early fall and cool, moist winters. Yearly precipitation varies, based largely on topography. The mean annual precipitation is 14-15 inches Downtown San José, increasing to 22 inches in the foothills of eastern San José. The wettest month of the year is usually January, with an average rainfall of approximately three inches.

Annual rainfall can vary due to weather altering events, such as El Niño or periodic drought. El Niño can produce a significant increase over normal rainfall and extend the duration of the wet season. In contrast, several droughts of five to seven years in duration have been documented in the San José and greater County area over the last 100 years.

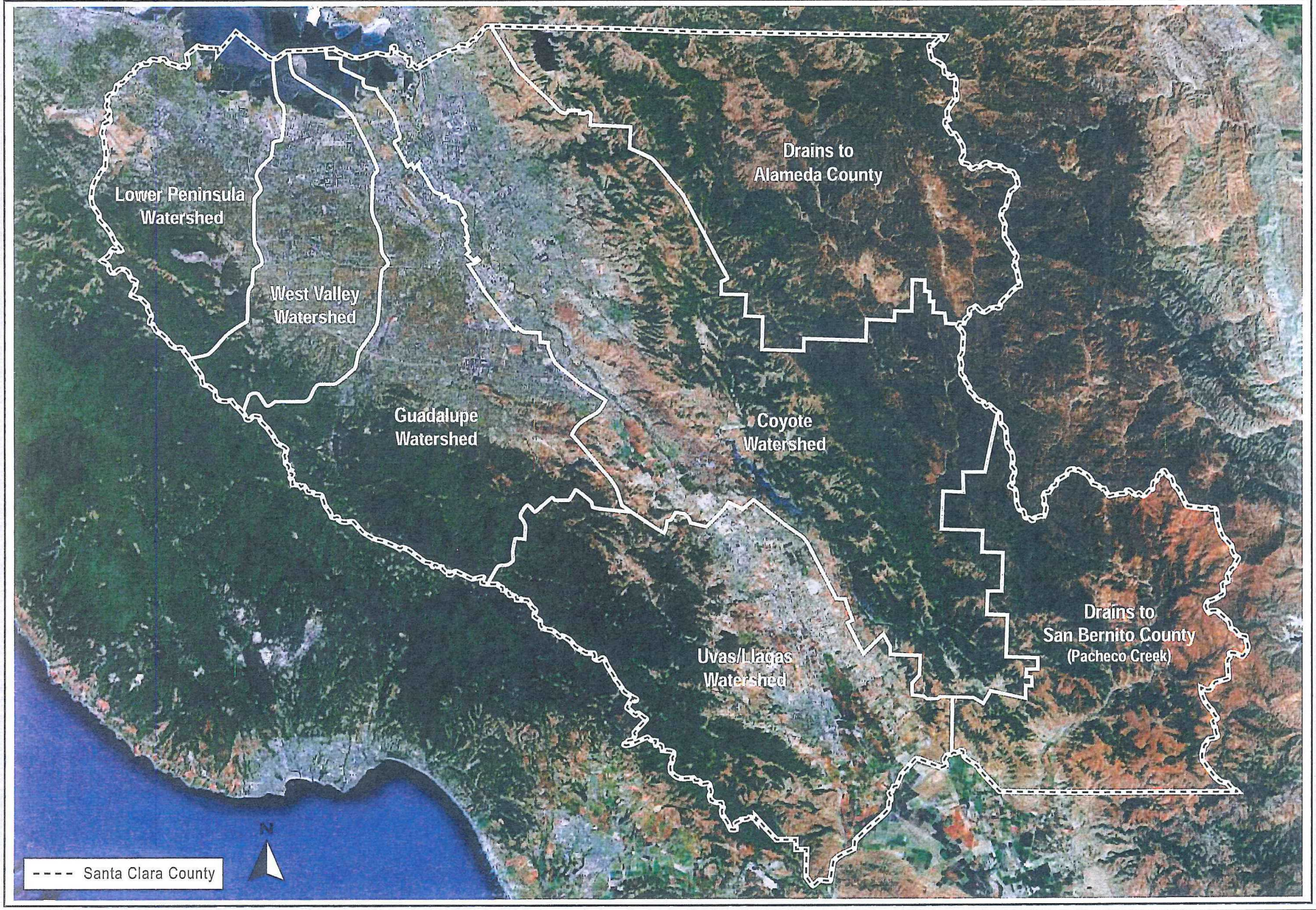
Evapotranspiration is defined as the combination of evaporation and transpiration of water from the land's surface to the atmosphere. Average annual evapotranspiration in San José is approximately 50 inches per year with potential water loss through evapotranspiration substantially higher than the mean annual precipitation.

4.9.1.2 *Surface Water Drainage*

Watersheds within the Project Area

A watershed is a land area from which water drains into a major body of water such as a stream, lake, wetland, bay or estuary, the ocean, or percolates into groundwater. Local watersheds in each jurisdiction are parts of larger, regional basins. The principal watersheds that drain to San Francisco Bay in Santa Clara County include the Lower Peninsula Watershed, the West Valley Watershed, the Guadalupe Watershed and the Coyote Watershed. In the southern Santa Clara Valley just northeast of Morgan Hill, the land tips and drains south via Llagas Creek and Uvas-Carnadero Creek (Uvas/Llagas Watershed) to the Pajaro River and Monterey Bay.[65] Each of these watersheds is made up of one or more main creeks or a river, as well as many smaller tributaries, each with its own sub-watershed. Watershed elements include not only these tributaries but also dams, reservoirs, and groundwater recharge basins. A map of the principal watersheds in Santa Clara County is shown in Figure 4.9-1. The Lower Peninsula Watershed, West Valley Watershed, Guadalupe Watershed and

[65] Sowers, Janet M. et al. "Creek and Watershed Map of Morgan Hill & Gilroy." 2009.



PRINCIPAL WATERSHEDS IN SANTA CLARA COUNTY

FIGURE 4.9-1

Coyote Watershed are part of the Santa Clara Basin, which is a sub-basin of the larger San Francisco Bay Basin. There are more than 800 miles of creeks and rivers in the Santa Clara Valley. A list of the creeks in each jurisdiction is listed in Table 4.9-1 by watershed.

Table 4.9-1
Principal Watersheds and Creeks within Participating Jurisdictions

Principal Watershed	Creeks, River, and Reservoirs within Watershed		Jurisdictions within Watershed
Lower Peninsula Watershed (98 square miles)	**Creeks:** San Francisquito* Matadero Deer Barron Adobe Permanente* Stevens*	**Reservoirs:** Stevens Creek Felt Lake	Los Altos Los Altos Hills Mountain View Palo Alto Sunnyvale Unincorporated Santa Clara County
West Valley Watershed (85 square miles)	**Creeks:** Sunnyvale West Channel Sunnyvale East Channel Calabazas Regnart Rodeo San Tomas Aquino* Saratoga*	Wildcat Smith Caves Booker Bonjetti McElroy Sanborn Todd **Reservoirs:** None	Campbell Cupertino Monte Sereno Los Gatos Monte Sereno Saratoga San José Sunnyvale Santa Clara
Guadalupe Watershed (170 square miles)	**River and Creeks:** Guadalupe River* Guadalupe Creek Los Gatos Ross Alamitos Canoas	**Reservoirs:** Lexington Vasona Guadalupe Almaden Calero Lake Elsman	Campbell Los Gatos Monte Sereno San José Santa Clara Unincorporated Santa Clara County
Coyote Watershed (322 square miles)	**Creeks:** Los Buellis Creek Arroyo Aguague North Babb Creek South Babb Creek Wrigley-Ford Creek Willow Springs Creek Berryessa Creek Calera Creek Ruby Creek Coyote Creek* Fisher Creek Los Coches Creek	Cribari Creek Sierra Creek Silver Creek - Upper Tularcitos Creek Crosley Creek Norwood Creek Quimby Creek Fowler Creek Evergreen Creek Yerba Buena Creek Thompson Creek	Milpitas Morgan Hill San José Unincorporated Santa Clara County

Table 4.9-1 Principal Watersheds and Creeks within Participating Jurisdictions			
Principal Watershed	**Creeks, River, and Reservoirs within Watershed**		**Jurisdictions within Watershed**
	Silver Creek*-Lower Spring Creek Splinter Valley Creek Miguelita Creek Sweigert Creek Piedmont Creek Penitencia Creek - Upper Penitencia Creek - Lower Hawk Creek Misery Creek	Flint Creek Penitencia East Channel Las Animas Creek Shingle Creek San Felipe Creek Packwood Creek Scott Creek Cochrane Channel **Reservoirs:** Coyote Anderson Lake Cunningham	
Uvas/Llagas Watershed (104 square miles)	**Creeks:** Llagas Creek Jones Creek West Little Llagas Creek Madrone Channel Crews Creek Miller Slough Pajaro River Princevalle Drain Uvas-Carnadero Creek Pacheco Creek Sargent Creek Corrallitos Creek Maple Creek Foothill Creek Tenant Creek Tick Creek Public Law 566 - Upper Public Law 566 - Lower Ortega Creek Burchell Creek Croy Creek Sycamore Creek Gavilan Creek Upper Llagas Creek Lower Llagas Creek	East Little Llagas Creek Edmundson Creek Lions Creek Little Uvas Creek Solis Creek Farman Creek Tilton Creek Pescadero Creek Eastman Canyon Creek New Creek Panther Creek Rucker Creek San Ysidro Creek South Corrallitos Creek Skillet Creek Little Arthur Creek Bodfish Creek Hayes Creek Machado Creek Paradise Creek South Morey Channel North Morey Channel Tar Creek Dewitt Creek	Gilroy Morgan Hill San José Unincorporated Santa Clara County

Table 4.9-1 Principal Watersheds and Creeks within Participating Jurisdictions			
Principal Watershed	**Creeks, River, and Reservoirs within Watershed**		**Jurisdictions within Watershed**
	Alamias Creek Milias Creek West Branch Llagas Creek Center Creek San Martin Creek Church Creek Day Creek Dexter Creek	Heron Creek Lower Miller Slough Upper Miller Slough Babbs Canyon Creek McLean Creek Live Oak Creek **Reservoirs:** Chesbro Uvas	
Source: Santa Clara Valley Water District. "Watershed Information." Accessed April 24, 2013. Available at; <http://www.valleywater.org/Services/WatershedInformation.aspx>. * = Trash-impaired Creek under Section 303(d) of the federal Clean Water Act.			

Stormwater and Urban Runoff

Stormwater is rainwater that flows across surfaces without being absorbed into soil. Urban runoff is stormwater that combines with irrigation runoff, and water from other sources in an urban setting. Hardscape (impervious) areas prevent water from being absorbed into the ground and causes stormwater to flow more quickly and in larger qualities into the storm drain system. As stormwater combines with runoff already in the system, it gathers additional volume, speed, force, and contaminants. As a result, when the urban runoff is eventually released into a creek, river or bay it can cause erosion, flooding and damage to wildlife habitat.

Stormwater runoff within the urbanized areas of the project area is discharged into local storm drains, which, in turn, flow into local creeks and either San Francisco or Monterey Bays. Generally, each local jurisdiction owns and maintains municipal storm drainage facilities within their boundaries.

Flooding and Flood Management

The Santa Clara Valley Water District (SCVWD) is responsible for providing flood protection to residences and businesses in the County from floods equal to or less than the "one percent flood." The one percent flood, also referred to as the "100-year flood" or the "base flood," is the flow of water that has a one percent chance of being equaled or exceeded in any given year. This level of risk, however, should not be confused with a flood that will occur once every 100 years, but one that might occur once every 100 years or so, on average, over a very long period of time.

Areas subject to the one percent flood are designated as Zone AE, A, AH, or AO on the Federal Emergency Management Agency (FEMA) flood maps. In Santa Clara County, designated flood

zones are generally located along the lower reaches of creeks and near San Francisco Bay (tidal flood zones). Santa Clara County has had several damaging floods over the years, most notably in 1995 and 1997 along the Guadalupe River and smaller events along San Francisquito Creek. Other waterways that are prone to flooding include, but are not limited to, Coyote Creek, Calabazas Creek, Stevens Creek, Sunnyvale east and West Channels, and East and West Little Llagas Creeks.[66]

The SCVWD has a flood management plan that involves an ongoing review of flood protection needs on all creeks in the Santa Clara Valley. A number of flood protection projects are being considered, including projects on San Francisquito Creek, tributaries of Coyote Creek (Berryessa, Upper Penitencia, and Lower Silver Creeks), the middle reaches of the Guadalupe River, and Llagas Creek. The SCVWD also maintains its flood control channels to ensure that the capacity of the channels is not substantially reduced by accumulated debris or excessive growth of vegetation.

4.9.1.3 *Groundwater Conditions*

Groundwater is an important source of water to urban and rural land uses in Santa Clara County and nearly one-half of the water used in the County is pumped from groundwater. The Santa Clara Valley Groundwater Basin is the source for all groundwater in the County, and is divided into three sub-basins: the Santa Clara Valley, Coyote Valley, and Llagas Sub-basins. Groundwater levels respond to changes in the balance between groundwater recharge[67] and withdrawal,[68] and indicate the relative amount of water stored in an aquifer at a given point in time. The SCVWD operates and maintains 18 major groundwater recharge facilities in the Santa Clara Valley and diverts water from local reservoirs and imported water to in-stream and off-stream percolation areas.[69] Water percolating in recharge ponds and creek channels enters the groundwater subbasins through these recharge areas and undergoes natural filtration as it is transmitted into deeper aquifers.

4.9.1.4 *Water Quality*

The water quality of streams, creeks, ponds, and other surface water bodies can be greatly affected by pollution carried in contaminated surface runoff. Pollutants from unidentified sources, known as "non-point" source pollutants, are washed from streets, construction sites, parking lots, and other exposed surfaces into storm drains. Surface runoff from roads in the project area is collected by storm drains and discharged into creeks and ultimately conveyed to San Francisco Bay or Monterey Bay. The runoff often contains contaminants such as oil and grease, plant and animal debris (e.g., leaves, dust, and animal feces), pesticides, litter, and heavy metals. In sufficient concentration, these pollutants have been found to adversely affect the aquatic habitats to which they drain.

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[66] SCWVD. "Local Hazard Mitigation Plan, 2012 Flood Mitigation Mailer." Accessed April 24, 2013. Available at: <http://www.valleywater.org/Programs/LHMP.aspx>.

[67] Groundwater recharge refers to the water gains within a groundwater basin. Water can be gained from direct surface water recharge (natural and artificial), deep percolation of precipitation, septic system discharges to groundwater, and deep percolation of irrigation return water.

[68] Groundwater withdrawal refers to the water uses or losses within the groundwater basin. Groundwater withdrawal can occur from direct groundwater extractions (i.e., pumping), subsurface outflow to another groundwater basin, discharges to surface water, direct consumption by plants, and direct evaporation of surface water.

[69] Santa Clara Valley Water District. "Groundwater Supply". Accessed August 30, 2010. <http://www.valleywater.org/Services/GroundwaterSupply.aspx>.

Despite progress in reducing urban contributions to pollution of the waterways of the Bay Area, the California Regional Water Quality Control Board, SF Bay RWQCB recommended changes to the list of water bodies in the state for which federal water quality standards are not attained. The US Environmental Protection Agency (EPA) approved those recommendations in 2011, and now lists 26 Bay area waterways as "trash-impaired" under Section 303(d) of the federal Clean Water Act. Within the project area these waterways include:

- Coyote Creek
- Guadalupe River
- Permanente Creek
- San Francisco Bay, Lower (shoreline)
- San Franciscquito Creek
- San Tomas Aquino Creek
- Saratoga Creek
- Silver Creek
- Stevens Creek

This listing requires implementation of locally funded remediation programs for the affected waterways. A major component of the trash identified in waterways was "floatable debris", which includes quantities of EPS foam food ware.

Stormwater from the cities of Gilroy and Morgan Hill and unincorporated San Martin drain to Llagas Creek, the Pajaro River and Monterey Bay. Pollutants of concern in these watersheds [as listed in Storm Water Management Program (SWMP) for these jurisdictions] include sediment, nutrients, heavy metals, floatables, pesticides, herbicides, non-sediment solids, pathogens, oxygen-demanding substances, petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and trash.[70] The Pajaro River and Llagas Creek have been identified on the 303(d) list of impaired water bodies. Llagas Creek has been identified as an impaired water body for chloride, low dissolved oxygen, pH, E.coli and fecal coliform, electrical conductivity, sodium and total dissolved solids. The Pajaro River also has been identified as an impaired water body due to boron.

Litter and Waterways

Litter is waste that is improperly discarded. Due to the aesthetic, health, and environmental effects of litter, a number of organizations and government agencies track and characterize trends in litter generation, human behavior, and fate in the environment.

Litter (or trash), including single-use food ware, is transported to local creeks and San Francisco Bay shorelines through three primary pathways: 1) curbs/gutters, storm drain lines and open channels that are part of storm water collection systems in urban areas; 2) wind; and 3) illegal dumping into water bodies.[71] It generally is not found uniformly throughout urban or rural environments, with litter or trash "hot spots" being found at some locations due to human behavior and environmental behaviors or conditions.[72] Trash that reaches creeks can be a result of littering by individuals along roadways (motorists or pedestrians), wind blowing unsecured trash from waste containers or vehicle

[70] Cities of Gilroy, Morgan Hill and County of Santa Clara. 2010. *Revised Regional Storm Water Management Plan* (SWMP). Accessed May 8, 2013. Available at: <http://www.cityofgilroy.org/cityofgilroy/city_hall/community_development/engineering/storm_water/default.aspx>

[71] SCVURPP. "Urban Runoff Trash Management Reducing Impacts in Santa Clara Valley Creeks and San Francisco Bay." February 2013.

[72] SCVURPPP. "Trash Hot Spot Selection Final Report." 2010.

loads, and from vehicles themselves (e.g., tires and vehicle debris), among other sources.[73] Dumping directly into creeks or along roadways is also a source of litter. Littering rates can be higher at transition points, such as a bus stops or going into or out of businesses in retail areas.

As discussed in *Section 4.4, Biological Resources*, EPS foam is a concern in the environment because as a component of plastic debris, animals may mistake small pieces of EPS foam debris as food. It floats on water, is highly visible, and is easily transported by wind. It also is friable (i.e., it crumbles) and breaks into smaller pieces which can be more difficult to screen or pick up than discarded containers that remain intact.

While recognizable and of concern in litter in urban and aquatic environments, the proportion of *total litter* that is EPS foam is low (e.g., less than four percent by count for street litter and about eight percent by volume in stormwater systems). Litter characterization studies conducted locally and on a national basis have evaluated litter in the environment based upon the total count and/or volume of litter broken down into material categories, such as paper, glass, and plastic, and subcategories, such as PET beverage containers and expanded EPS food containers (refer to litter discussion in Appendix B).

In a 2012 study underwritten by the American Chemistry Council Plastics Foodservice Packaging Group, *Environmental Resources Planning LLC* summarized the results of a number of litter characterization studies, including two from San José, that recorded amounts of polystyrene foam food service products in urban litter. A median value of 1.5 percent of "large litter"[74] (by count) was reported to be EPS foam food ware, based upon 19 surveys between 1994 and 2008 in jurisdictions in the United States and Canada. One of the studies referenced, a 2008 street litter survey counted items of litter found at 125 randomly selected sites within the City of San José. EPS foam cups were found to make up 0.65 percent of the "large litter" counted. EPS foam plates and clamshells made up 0.1 and 0.05 percent respectively with an overall total of 0.8 percent EPS foam in the large litter category. In the small litter category, EPS pieces made up 1.3 percent of the total. In more recent street litter assessments within the City (2009 and 2012) the focus was on litter "hot spots", streets or public rights-of-way known to accumulate litter. Counts in the large litter category for these selected sites found:

- 1.6 – 2.2 percent polystyrene foam cups
- 0.4 – 0.8 percent polystyrene foam food plates
- 0.1 - 0.2 percent polystyrene clamshells
- 0.2-0.5 percent polystyrene trays.

Recently, as a part of the Municipal Regional Stormwater Permit (MRP) issued by the San Francisco Bay Regional Water Quality Control Board, litter estimates have been completed for a regional study to assess the types and amounts of trash transported via urban runoff. For the purposes of the study, the amount of trash in the stormwater system for each jurisdiction was estimated on a volume basis.

[73] Schultz, P. Wesley, et al. "Littering in Context: Personal and Environmental Predictors of Littering Behavior." 2011. Environment and Behavior. 45(1) (2013): 35.
[74] "Large Litter" in the San José and other litter studies referenced in the review generally consisted of litter greater than or equal to four square inches in size.

Approximately 3,900 cubic yards of trash that could reach creeks in the San Francisco Bay Basin from stormwater systems is estimated to be generated annually (refer to Table 4.9-2). Approximately eight percent of this trash by volume, or 311 cubic yards, or eight (8) percent, is estimated to be EPS foam food ware. These values are projected, in part, based upon land use types in an effort to identify baseline trash generation that is transported to waterways via urban runoff. The results of studies will be presented to the SF Bay RWQCB in 2013.

For the purposes of this Initial Study and based upon a review of available litter studies (refer to Appendix B), the environmental baseline for EPS foam food ware in within the project area is assumed to be:

- Street Litter: about 0.8-3.6 percent by count of large litter (four square inches in area or more) on streets based upon citywide and hot spot street litter surveys in San José; and
- Stormwater System Litter:
  - about eight (8) percent by volume based upon SCVURPP litter characterizations (i.e., trash loading) in storm drain systems discharging to creeks and waterways.[75]
  - about 311 cubic yards of EPS trash (roughly 3,000 pounds) per year in the SVURPP area.

Municipal and Community Litter Collection and Cleanup

Local jurisdictions within the project area conduct activities such as street sweeping and collection of trash from public trash containers as a part of efforts control and limit litter within their communities. Other activities includes organizing, publicizing or facilitating local cleanups of creeks and water ways. Cleanup events are conducted on a single-day basis (e.g., clean up days, illegal dumping response, homeless encampment removal) or throughout the year (e.g., street sweeping and routine maintenance of parks and public trash collection). SCVURPP estimates that over 600,000 gallons (80,000 cubic feet) of trash and recyclable were removed from Santa Clara Valley creeks and shorelines over a five year period by 13,000 volunteers and municipal staff during more than 580 clean up events in the project area.[76] Clean-up events sponsored by the *Creek Connections Action Group* (administered by the Santa Clara Valley Water District), such as National River and Coastal Cleanup Days, have removed trash from local water bodies, including approximately 60,00 gallons (8,000 cubic feet) in 2011-2012. Other private or community organizations that conduct cleanups of roadways, lots or creeks include *Beautiful Day* (in association with Gary Richards/Roadshow and Caltrans), *San Jose Clean Community Coalition, Save the Bay, Keep America Beautiful (Great American Clean Up), Friends of Coyote Creek, Friends of Five Wounds Trail, Save Our Trails, Guadalupe River Park Conservancy, Meet Up to Clean Up,* neighborhood associations, and service clubs.[77,78,79]

[75] Refer to Table 4.9-2 in Section 4.9 Hydrology and Water Quality for a breakdown by jurisdiction.
[76] SCVURPPP. "Urban Runoff Trash Management Reducing Impacts in Santa Clara Valley Creeks and San Francisco Bay." February 2013.
[77] San Jose Mercury News. "Massive Litter Cleanup of South Bay Highways Planned November 19-20." 2011. Accessed April 29, 2013. Available at: <http://www.mercurynews.com/traffic/ci_19278527>.
[78] San Jose Clean Community Coalition. "Become Part of the Clean Community". Accessed April 29, 2013. Available at: <http://plastics.americanchemistry.com/Stand-Alone-Content/SJCC.html>.
[79] Save The Bay. "Volunteer with Save the Bay". Accessed April 29, 2013. Available at: <https://www.savesfbay.org/peninsula-south-bay>.

Table 4.9-2
Estimated Volume of Trash Reaching Storm Drain Inlets[1]
(Stormwater Trash)

Jurisdiction	**Estimated Volume of Trash Generated Annually[1]**	**Estimated Volume of EPS Foodware & Beverageware Trash Generated Annually[3]**		
	Best Estimate (Gallons)	Low Estimate (Gallons)	**Best Estimate (Gallons)**	High Estimate (Gallons)
Campbell	17,186	1,025	**1,367**	1,709
Cupertino	25,292	1,509	**2,012**	2,515
Los Altos	10,393	620	**827**	1,034
Milpitas	38,302	2,285	**3,047**	3,809
Monte Sereno	426	25	**34**	42
Mountain View	44,736	2,669	**3,559**	4,449
Palo Alto	31,955	1,907	**2,542**	3,178
San José	302,474	18,048	**24,064**	30,080
Santa Clara	64,636	3,857	**5,142**	6,428
Saratoga	8,032	479	**639**	799
Sunnyvale	82,628	4,930	**6,574**	8,217
County of Santa Clara	37,425	2,233	**2,977**	3,722
Los Altos Hills	835	50	**66**	83
Los Gatos	13,224	789	**1,052**	1,315
Totals (Gallons)	**677,543**	**40,428**	**53,904**	**67,380**
Totals (Cubic Yards)	**3,904**	**233**	**311**	**388**

[1]As reported in Short-Term Trash Load Reduction Plans as a part of Baseline Trash Generation Rates Characterization in the San Francisco Bay Area.
[2]Estimates based on the total amount of uncompacted trash/EPS measured in Storm Drain inlets and CDS units (5 events) in San José and Sunnyvale. Best = percentage of EPS compared to all trash; High and low assume measurement error of (+/-) 25% when characterizing trash/EPS.
[3] Simple mulitplication of annual trash load generated and percentage EPS (low = 6 percent, best estimate = 8 percent, and high = 10 percent)
Source: Chris Sommers, EOA, Inc. for SCVURPPP. April 24, 2013.

4.9.1.5 *Regulatory Setting*

Water Quality

The federal Clean Water Act and California's Porter-Cologne Water Quality Control Act are the primary laws related to water quality. Regulations set forth by the U.S. Environmental Protection Agency (EPA) and the State Water Resources Control Board have been developed to fulfill the requirements of this legislation. EPA's regulations include the National Pollutant Discharge Elimination System (NPDES) permit program, which controls sources that discharge pollutants into the waters of the United States (e.g., streams, lakes, bays, etc.). These regulations are implemented at the regional level by the water quality control boards, which for the San José and greater Santa Clara County area north of Morgan Hill is the San Francisco Regional Water Quality Control Board (SF Bay RWQCB). The area of the County south of Llagas Road and Cochrane Road in Morgan Hill is regulated by the Central Coast Regional Water Quality Control Board (Central Coast RWQCB).[80, 81]

Basin Plans

The RWQCBs are also tasked with preparation and revision of a regional Water Quality Control Plan, also known as the Basin Plan. The Basin Plan identifies beneficial uses, which the Regional Board has specifically designated for local aquifers, streams, marshes, rivers, and the Bay, as well as the water quality objectives, and criteria that must be met to protect these uses. The RWQCBs implements the Basin Plan by issuing and enforcing waste discharge requirements to control water quality and protect beneficial uses.

The Basin Plan also describes water resource protection efforts using a watershed management approach to regulating water quality. This approach represents an expansion of the primary focus of the Basin Plan and water quality regulations from point sources of pollution to include more diffuse sources, referred to as non-point sources, such as urban stormwater and agricultural runoff.

Municipal Regional Stormwater NPDES Permit (MRP)/C.10 Requirements (SF Bay RWQCB -All Jurisdictions Except for Morgan Hill and Gilroy)

The SF Bay RWQCB has issued a Municipal Regional Stormwater NPDES Permit (Permit Number CAS612008) (MRP) for the area of Santa Clara County that drains to San Francisco Bay. In an effort to standardize stormwater management requirements throughout the region, this permit replaces the formerly separate countywide municipal stormwater permits with a regional permit for 77 Bay Area municipalities, including the all of the jurisdictions within the County of Santa Clara except the cities of Morgan Hill and Gilroy, which are within the Central Coast RWQCB and are covered by separate NPDES stormwater permits (see discussion below).

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[80] State Water Resources Control Board. "State and Regional Water Boards". Accessed April 18, 2013. <http://www.waterboards.ca.gov/waterboards_map.shtml>.

[81] Historically, efforts to prevent water pollution focused on "point" sources, meaning the source of the discharge was from a single location (e.g., a sewage treatment plant, power plant, factory, etc.). More recent efforts are focusing on pollution caused by "non-point" sources, meaning the discharge comes from multiple locations. The best example of this latter category is urban storm water runoff, the source of which is a myriad of impervious surfaces (e.g., highways, rooftops, parking lots, etc.) that are found in a typical city or town.

Provision C.10.b. of the MRP requires each permittee to identify and select a required number of trash hot spots in creeks or shorelines where annual trash assessments and cleanups are required.[82] The goal of Provision C.10. is for the permittees to reduce trash loads from municipal separate storm sewer systems by 40 percent by 2014, 70 percent by 2017, and 100 percent by 2022. Provision C.10. also requires the submittal of plans and studies, which currently is an on-going process.[83] Possible approaches to achieve these ambitious targets include, but may not be limited to:

- installation of additional trash capture devices;
- enhancement of street sweeping and inlet cleaning activities;
- additional maintenance of public litter cans;
- product stewardship and source reduction actions targeting highly littered items;
- public education and outreach; and
- increased enforcement of anti-littering laws.

Small MS4s NPDES Permits
(Central Coast RWQCB - Morgan Hill and Gilroy)

The cities of Morgan Hill and Gilroy and the County of Santa Clara have prepared and adopted a Storm Water Management Plan (SWMP) and been issued the NPDES Small MS4s General Permit by the Central Coast RWQCB [Order Number 2003-0005-DWQ, Waste Discharge Identification Number (WDID#) 3-43MS03020]. These jurisdictions are designated by the EPA as Small MS4s, meaning smaller municipal separate storm sewer systems serving less than 100,000 people. The SWMP outlines a comprehensive five year plan to establish Best Management Practices (BMPs) through six Minimum Control Measures (MCMs) to help reduce the discharge of pollutants into waterways and to protect local water quality caused by storm water and urban run-off within the corporate limits of Morgan Hill and Gilroy. BMPs include Pollution Prevention/Good Housekeeping measures for residential, municipal and industrial uses to reduce trash and litter in stormwater. Program implementation under the SWMP also includes conducting trash clean up days.

NPDES Permits and Regulations for Industrial Facilities

Wastewater discharges from industrial sources may contain pollutants at levels that could affect the quality of receiving waters. The NPDES permit program establishes specific requirements for discharges from industrial sources, such as facilities that manufacture single-use food ware items and/or materials. Depending on the type of industrial manufacturing facility, more than one NPDES program may apply. For example, the stormwater that runs off from the property of an industrial facility may require an NPDES permit under the stormwater program. An industrial facility may also discharge wastewater to a municipal sewer system and be covered under the NPDES pretreatment program. The industrial facility may also discharge wastewater directly to surface water and require

[82] Santa Clara Valley Urban Runoff Pollution Prevention Program. "Trash Hot Spot Selection Final Report." July 1, 2010.
[83] San Francisco Bay Regional Water Quality Control Board. "Provision C.10 - Trash Load Reduction." Accessed April 24, 2013. Available at: <http://www.waterboards.ca.gov/rwqcb2/water_issues/programs/stormwater/MRP/Prov_C10.shtml>.

an individual or general NPDES permit. Industrial facilities, whether they discharge directly to a surface water or to a municipal sewer system, are covered by effluent limitation guidelines and standards.[84]

4.9.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐	1, 11
2. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there will be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells will drop to a level which will not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒	1,2
3. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which will result in substantial erosion or siltation on-or off-site?	☐	☐	☐	☒	1
4. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which will result in flooding on-or off-site?	☐	☐	☐	☒	1
5. Create or contribute runoff water which will exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒	1
6. Otherwise substantially degrade water quality?	☐	☐	☒	☐	1, 11, 12, 13
7. Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒	1

[84] U.S. EPA. "NPDES Industrial and Commercial Facilities" Accessed April 30, 2013. Available at: <http://cfpub.epa.gov/npdes/home.cfm?program_id=14 >.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
8. Place within a 100-year flood hazard area structures which will impede or redirect flood flows?	☐	☐	☐	☒	1
9. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒	1
10. Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒	1

The proposed project, which does not involve construction or development activities, would not expose people or structures to flood or inundation hazards or alter drainage patterns. The following discussion focuses on possible effects on water quality.

The proposed ordinance would cause a reduction in EPS foam food ware use and is anticipated to result in an increase in the use of plastic and fiber-based substitute materials. The ordinance is not expected to cause a decline in overall consumption of disposable food service ware and consumers are not expected to litter substitute containers at a higher rate than EPS foam.

Implementation of the proposed project would result in a change in the composition of litter. As discussed below, there is little to no available data about how consumption or litter has changed in other jurisdictions where EPS foam food ware bans were passed (e.g., San Francisco, Seattle, Palo Alto, etc.). The City of San José expects that about 85 percent will be plastic and 15 percent will be fiber-based.

4.9.2.1 *Possible Effects of an Ordinance on EPS foam Food Ware on Local Water Quality and the Implementation of the Basin Plan and NPDES MRP Requirements*

As discussed in *Section 4.9.1.4 Water Quality,* nine waterways in Santa Clara County are considered trash-impaired. In addition, under provision C.10 of the MRP, which covers 11 of the cities and towns and portions of unincorporated Santa Clara County within the project area, permittees are tasked with reducing trash loads from municipal separate storm sewer systems by 40 percent by 2014, 70 percent by 2017, and 100 percent by 2022. The following discussion addresses how the proposed project could affect water quality from the perspective of trash in local waterways.

Only one study was found that measured EPS foam in litter after adoption of an ordinance regulating the use of EPS foam food ware. These studies were conducted for the City of San Francisco during the period 2007-2009. In the one sample year after the ordinance (2009), the relative composition of litter appeared to shift from polystyrene foam to substitute container types. Based upon this one study, a change in the availability of EPS foam food ware for single use disposal containers would shift the material composition, but not the amount (count), of street litter.

Substitute single-use food ware products are anticipated to be a mix of plastic [e.g., crystalline PS, polypropylene (PP), PET (polyethylene terephthalate), PLA(polylactic acid)] and fiber products. Substitutes for ice chests would be encapsulated EPS foam products or reusable coolers made of non-foamed plastics, such as polypropylene.

Photo 7a: Trash Rack in Morgan Hill

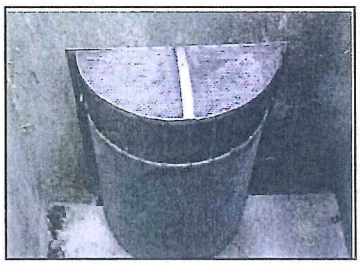

Photo 7b: Trash Interceptor

Effects of Substitute Products on Litter Pathways to Waterways

Although lighter than similar paper products, substitute plastic products are not as likely as EPS foam to be transported by wind off haul truck loads and along streets if deposited as litter. Because the substitute products do not crumble as readily as EPS foam and are not as likely to become airborne, they may be removed by street sweeping or maintenance activities before entering the storm water collection system or by screens or trash racks (see Photos 7a and 7b). The substitute products, therefore, are not more likely to reach waterways if inappropriately disposed of.

Fate of Substitute Products in Waterways

Fiber or paper replacement products that reach waterways would decompose in water over a period of weeks or months and would not tend to accumulate over time (also refer to *Section 4.4.1.2 Plastic Debris in the Environment)*. [85] Some plastic coatings in fiber cups and containers could take longer to breakdown than the fiber material. The breakdown of plastic substitutes in water would be similar to that of EPS foam, although EPS foam may break into pieces sooner that other hard, non-foam plastic resin products.

To the extent fiber or paper substitute products replace EPS foam food ware, the amount of plastic materials reaching San Francisco Bay, Monterey Bay and the Pacific Ocean, would decrease.

As discussed in *Section 4.9.1*, by count and volume, EPS foam food ware in the project area makes up about eight percent of litter by volume in stormwater systems, and by count on city streets often less than two to three percent. [86] While paper cups are usually several times the weight of EPS foam cups, given the relatively small percentage of EPS foam food ware in litter, there would not be a substantial change in the count, volume or mass of litter that could impact water quality of creeks and waterways, including San Francisco and Monterey Bays. Replacing this material with substitute products (that are currently also found in litter) would reduce the amount of EPS foam in litter; however it would not result in a substantial change in the number, volume, or weight of litter items or trash in waterways and would not interfere with implementation of regional plans or programs, such as the Basin Plan or NPDES municipal stormwater permits designed to protect beneficial uses and improve water quality. **(Less Than Significant Impact)**

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[85] California Ocean Science Trust. "Plastic Debris in the California Marine Ecosystem." September 2011. Pages 23-24. Available at: <http://calost.org/pdf/science-initiatives/marine%20debris/Plastic%20Report_10-4-11.pdf>.
[86] Street litter studies were done using litter counts and studies of litter in storm drain catch basins and the storm drain system were done by volume, as part of compliance with the MRP NPDES permit.

4.9.2.2 *Water Quality Impacts Associated with the Manufacture of Substitute Products*

The proposed ordinance would result in a reduction in EPS foam food ware use and manufacture and is anticipated to result in a proportional increase in the manufacture and use of plastic and fiber-based substitute materials. Fiber and other plastic food ware products are currently manufactured in California, the remainder of the U.S., and internationally. Since the City of San José cannot predict exactly which materials would replace EPS foam in the local food service industry and where they would be manufactured, the following discussion is provided to generally characterize the available substitute types and to summarize what is known about their water quality impacts.

The locations of manufacturing facilities and any associated water quality impacts cannot be determined with any certainty. Much of the manufacturing is likely to occur outside of Santa Clara County, however, since there are no large petrochemical plastics or fiber processing industries in the area.

As noted in Appendix C, production of certain substitute materials such as PLA and PET can lead to increased eutrophication (i.e. increased nutrient loading) of water bodies from pollutants released during the manufacturing process and during feedstock production (for bioplastics or biodegradable fiber-based materials). See the Tabone et al., Madival et al., and the PlasticsEurope studies summarized in Appendix C.

Paper production from virgin materials also has been reported to lead to increased eutrophication (i.e., increased nutrient loading) of water bodies from pollutants released during the manufacturing process. This would occur at manufacturing plants that do not treat all of their effluent. Eutrophication can degrade water quality and lead to a decreased level of dissolved oxygen, resulting in harmful impacts to wildlife. Paper manufactured with recycled content does not generate the same quantities or types of pollution as paper manufactured from virgin materials, although it is important to note that the use of recycled content may be limited in food ware due to concerns regarding contamination. Chemicals used in paper manufacturing can also include chlorine, sodium hydroxide, chloroform, acids, solvents (tetrachloroethylene, methylene chloride), and sodium sulfide.[87]

Since PLA plastic resin is produced from plant material, some of the same eutrophication issues as paper or fiber manufacturing could apply if discharges to waterways are not controlled. Chemical compounds that have toxic properties are associated with the manufacture of petrochemicals and plastic products. Given their properties, the use and disposal of these compounds is highly regulated.

In the U.S. and a number of other countries, regulations limit industrial discharges of paper waste and manufacturing chemicals, including those under the NPDES Industrial Discharge program (refer to *Section 4.9.1.5 Regulatory Setting*). Given the relatively small shifts anticipated and existing laws and regulations governing manufacturing, especially in the U.S. and Canada, the incremental increases in throughput of substitute paper or plastic food ware products at facilities that meet current national Clean Water Act standards for water discharged back into the environment would not result in a significant impact on water quality. **(Less Than Significant Impact)**

[87] EPA. *Paper Industry*. EPA/530-SW-90-027c. Available at: <www.smallbiz-enviroweb.org/Resources/sbopubs/cdocs/c25.pdf>

4.9.3 Conclusion

The proposed phase-out on EPS foam food ware would not violate water quality standards, waste discharge requirements or otherwise substantially degrade water quality. **(Less than Significant Impact)**

The proposed phase-out of EPS foam food ware does not involve construction that would expose people or structures to flooding or inundation hazards or alter existing drainage patterns. **(No Impact)**

4.10 LAND USE

4.10.1 Setting

The 13~~14~~ jurisdictions that are considering adoption of the model ordinance cover over 32~~09~~ square miles, which is about one-third (32 percent) of the 1,029.1 square miles of Santa Clara County. The estimated resident population as of January 2012 within these cities and towns was 1,656,561 ~~1,664,588~~ (about 91~~92~~ percent of Santa Clara County) with about 819,053~~822,525~~ jobs (91 percent of jobs in the County).

Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan

The City of San José and several other jurisdictions considering foam EPS food ware bans are located within the Santa Clara Valley Habitat Conservation Plan/Natural Communities Conservation Plan (HCP/NCCP). The HCP/NCCP was developed through a partnership between Santa Clara County, the Cities of San José, Morgan Hill, and Gilroy, Santa Clara Valley Water District (SCVWD), Santa Clara Valley Transportation Authority (VTA), U.S. Fish and Wildlife Service (USFWS), and California Department of Fish and Wildlife (CDFW). The HCP/NCCP is intended to promote the recovery of endangered species and enhance ecological diversity and function, while accommodating planned growth in approximately 500,000 acres of southern Santa Clara County. The HCP/NCCP, which has been approved by the local partners, is not yet effective pending additional future actions by local, state, and federal agencies, anticipated to occur in the fall of 2013.

4.10.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Physically divide an established community?	☐	☐	☐	☒	1
2. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒	1,2,10
3. Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒	1,7

Adoption of the model ordinance phasing out EPS food ware containers would lead to a shift away to substitute containers made of recyclable or compostable plastics, or fiber. The proposed project would not, therefore, physically divide established communities in participating jurisdictions throughout Santa Clara County. The proposed ban would not conflict with any applicable plan,

policy, or regulation adopted by any of the participating jurisdictions as no agencies are currently understood to have policies or regulations promoting the use of EPS food ware or discouraging use of any of the potential substitutes, many of which can be recycled or composted in certain sectors (e.g. multi-family or commercial collection).

The proposed ban would not be a covered activity under the HCP/NCCP in that it does not involve development or disturbance of land that results in loss of land cover that could be habitat to covered species, nor would it conflict with the HCP/NCCP's conservation strategies which involve protections for covered species' habitats. To the extent EPS food ware is currently appearing as litter in the environment and being ingested by (or otherwise harming) wildlife including the HCP/NCCP's covered species, a shift to substitute containers is not anticipated to create additional impacts to wildlife, as discussed in more detail in *Section 4.4 Biological Resources.* **(No Impact)**

4.10.3 Conclusion

The proposed ordinance phasing out the use of foam EPS food ware would not result in land use impacts. **(No Impact)**

4.11 MINERAL RESOURCES

4.11.1 Setting

Mineral resources found and extracted in Santa Clara County include construction aggregate deposits such as sand, gravel, and crushed stone. The only area in the City of San José that is designated by the State Mining and Geology Board under the Surface Mining and Reclamation Act of 1975 (SMARA) as containing mineral deposits which are of regional significance is Communications Hill.[88]

4.11.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Result in the loss of availability of a known mineral resource that will be of value to the region and the residents of the state?	☐	☐	☐	☒	1
2. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒	1,2

The project would not result in the loss of availability of a known mineral resource in Santa Clara County, the state, or elsewhere, in that the project does not involve development or reservation of a particular site containing mineral resources, rather the model ordinance, if adopted by a participating jurisdiction, will result in a shift away from EPS food ware containers to substitute containers made of recyclable or compostable plastics, or fiber. The proposed project would not, therefore, result in significant adverse impacts to mineral resources.

4.11.3 Conclusion

The project would not result in impacts to known mineral resources. **(No Impact)**

[88] City of San José. *Envision San José 2040 General Plan.*

4.12 NOISE

4.12.1 Setting

Several factors influence sound as it is perceived by the human ear, including the actual level of sound, the period of exposure to the sound, the frequencies involved, and fluctuation in the noise level during exposure. Noise is measured on a "decibel" (dB) scale which serves as an index of loudness. Because the human ear cannot hear all pitches or frequencies, sound levels are frequently adjusted or weighted to correspond to human hearing. This adjusted unit is known as the "A-weighted" decibel or dBA. Further, sound is averaged over time and penalties are added to the average for noise that is generated during times that may be more disturbing to sensitive uses such as early morning, or late evening.

Since excessive noise levels can adversely affect human activities (such as conversation and sleeping) and human health, federal, state, and local governmental agencies have set forth criteria or planning goals to minimize or avoid these effects. The noise guidelines are almost always expressed using one of several noise averaging methods such as L_{eq}, DNL, or CNEL.[89] Using one of these descriptors is a way for a location's overall noise exposure to be measured, realizing of course that there are specific moments when noise levels are higher (*e.g.,* when a jet is taking off from an airport or a leafblower is operating) and specific moments when noise levels are lower (*e.g.,* during lulls in traffic flows on I-880 or in the middle of the night).

Noise in Santa Clara County related to single-use EPS foam food ware is primarily limited to truck noise from the transport of food ware to restaurants, other food vendors, and retailers.

4.12.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project result in:					
1. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒	1,2
2. Exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒	1

[89] L_{eq} stands for the Noise Equivalent Level and is a measurement of the average energy level intensity of noise over a given period of time such as the noisiest hour. DNL stands for Day-Night Level and is a 24-hour average of noise levels, with 10 dB penalties applied to noise occurring between 10:00 PM and 7:00 AM. CNEL stands for Community Noise Equivalent Level; it is similar to the DNL except that there is an additional five (5) dB penalty applied to noise which occurs between 7:00 PM and 10:00 PM. Generally, where traffic noise predominates, the CNEL and DNL are typically within two (2) dBA of the peak-hour L_{eq}.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project result in:					
3. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐	1
4. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒	1
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, will the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒	1
6. For a project within the vicinity of a private airstrip, will the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒	1

The proposed EPS foam food ware ordinance does not include physical development of any kind and would not expose persons to excessive noise or groundborne vibration levels. Based on existing patterns of distribution, it is unlikely that there would be a substantial increase in truck trips delivering substitute single-use food ware to food vendors or retail stores in the project area (see *Section 4.16 Transportation*). For a discernable increase in roadway noise to occur, generally traffic volumes must double. Any additional truck trips related to the transport of substitute food ware products would not occur in great enough quantities, if at all, to result in a measurable increase in noise levels on local roadways. In addition, increased use and disposal of the substitute containers would not affect the number of vehicles associated with curb-side refuse (or recycling) pick-up in that the overall amount of food ware containers used in the project areas is not expected to change. **(Less Than Significant Impact)**

4.12.3 Conclusion

Implementation of the proposed ordinance would not result in a measurable increase in noise or vibration. **(Less Than Significant Impact)**

4.13 POPULATION AND HOUSING

4.13.1 Setting

According to the California Department of Finance estimates, the 2012 population of the 13~~14~~ participating jurisdictions was 1,656,561 ~~1,664,588~~.[90] The total 2012 population of Santa Clara County (13~~14~~ participating jurisdictions plus Palo Alto, Los Altos Hills, and unincorporated Santa Clara County) according to these estimates was 1,816,486.

4.13.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒	1
2. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒	1
3. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒	1

The proposed ordinance to prohibit the use of disposable EPS foam food service ware would not induce any population growth, nor would it displace any number of people or housing units.

4.13.3 Conclusion

The proposed project would have no impact on population and housing. **(No Impact)**

[90] California Department of Finance. "E-1 Population Estimates for Cities, Counties, and the State – January 1, 2011 and 2012." May 2012. Available at: <http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/>.

4.14 PUBLIC SERVICES

4.14.1 Setting

Public services such as police and fire protection, schools, parks, and public facilities, in the incorporated areas of Santa Clara County are operated and maintained by individual jurisdictions or by contracts with other public agencies. Services in the unincorporated areas are provided by Santa Clara County.

4.14.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
1. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
Fire Protection?	☐	☐	☐	☒	1
Police Protection?	☐	☐	☐	☒	1
Schools?	☐	☐	☐	☒	1
Parks?	☐	☐	☐	☒	1
Other Public Facilities?	☐	☐	☐	☒	1

The reduced use of EPS foam caused by the proposed ordinance would correspond with an increase in the use of substitute products. This would not be expected to affect the quantity of disposable food service products used and consumers are not expected to litter substitute containers at a higher rate than EPS foam. A change in the types of disposable products used would not affect recreational or school facilities.

The proposed project would not increase the demand for police and fire services nor would it require the construction or expansion of any other public facilities.

4.14.3 Conclusion

The proposed ordinance would have no adverse physical impacts on police and fire facilities, schools, parks, or other public facilities. It would not require the construction or expansion of any new or existing public facilities. **(No Impact)**

4.15 RECREATION

4.15.1 Setting

Parks and recreational facilities within the project area are operated and maintained by the jurisdictions within it as well as the County of Santa Clara. There are also State and federally-owned recreational areas in the project area (e.g., Henry Coe State Park).

4.15.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
1. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility will occur or be accelerated?	☐	☐	☐	☒	1
2. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒	1

The proposed project would reduce and aim to eliminate the use of disposable EPS foam food ware in Santa Clara County. As a result, the use of substitute products made from paper, plastic, bioplastics, and other plant materials would increase. Consumers are not expected to litter substitute containers at a higher rate than EPS foam, so overall litter in the terrestrial environment is not expected to increase. Since litter would not increase, the proposed project would not result in substantial physical deterioration of recreational facilities. **(No Impact)**

The proposed project would not increase the use of the existing neighborhood and regional parks or cause adverse physical impacts to recreational facilities.

4.15.3 Conclusion

The proposed project would not increase the use of parks or recreational facilities or require the construction of new recreational facilities. **(No Impact)**

4.16 TRANSPORTATION

4.16.1 Setting

4.16.1.1 *Existing Transportation System*

The existing transportation system within the jurisdictions in Santa Clara County includes the roadway network (e.g., freeways, expressways, a Grand Boulevard, arterials, and neighborhood streets), transit systems (light rail, buses, heavy rail), bicycle routes, and trails and pathways for pedestrians and bicycles. The transportation system is owned and maintained by local cities and towns, Santa Clara County (county expressways), the Santa Clara Valley Transportation Authority (light rail transit rights-of-way), the Santa Clara Valley Water District (some trails adjacent to waterways) and the State of California (highways and freeways and some railroad tracks).

For CEQA analyses done in Santa Clara County, traffic conditions at study intersections affected by project traffic are evaluated using level of service (LOS). Level of Service is a qualitative description of operating conditions ranging from LOS A, or free-flowing conditions with little or no delay, to LOS F, or oversaturated conditions with excessive delays. San José's policies, and those of a number of the local participating jurisdictions, identify LOS D or better as the acceptable standard for most local street operations. The Santa Clara County Congestion Management Plan (CMP) level of service standard for signalized intersections, which applies only to regional intersections designated in the CMP, is LOS E or better. The CMP methodology requires an impact analysis be done for any intersection to which a proposed project would add 10 or more vehicles per lane per hour. For freeways, the LOS standard is LOS E or better.

The jurisdictions within Santa Clara County also have a range of policies and programs that encourage and/or plan for increased use of multi-modal transportation facilities such as transit, pedestrian sidewalks and trails, and bicycle facilities.

4.16.1.2 *Delivery of EPS Foam Food Ware Products*

Single-use food ware is delivered in dedicated loads from manufacturers to regional or subregional distributors. They are then delivered to users, such as restaurants and retail outlets, as part of mixed loads of items. The vast majority of product deliveries to food service providers and retailers are provided by trucks.

4.16.1.3 *Solid Waste and Recycling Collection in the Project Area*

Solid waste and recycling collection services for residences and businesses in the project area are provided by a number of waste and recycling haulers franchised by the individual jurisdictions. Solid waste and recycling is collected on a regular basis using established routes and days of collection. Waste collection is organized by land use sectors such as single-family residential, multi-family residential, commercial, and industrial. Industrial waste is not discussed in this Initial Study because it does not contain EPS foam food service products that would be affected by the project.

Waste collected in Santa Clara County is processed and/or landfilled at any of the following landfills and transfer stations: Newby Island Resource Recovery Park, Guadalupe Rubbish Disposal Company, Kirby Canyon Landfill, Mission Trail Waste Management Transfer Station, San Martin Transfer Station, and the Sunnyvale Materials Recovery and Transfer (SMaRT) Station.[91] Newby Island recycles clean polystyrene foam that is dropped off at the landfill. All other facilities landfill EPS foam. Other materials to be recycled are hauled by truck from transfer stations or landfills to off-site locations for shipping to recyclers or composting operations, generally during off-peak hours, to avoid heavy traffic periods.

4.16.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☒	☐	1,2
2. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☒	☐	1
3. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒	1
4. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible land uses (e.g., farm equipment)?	☐	☐	☐	☒	1
5. Result in inadequate emergency access?	☐	☐	☐	☒	1

[91] Center for the Development of Recycling. *City Recycling and Garbage Services in Santa Clara County*. 2013. Available at: http://www.recyclestuff.org/Guides/CityGuide.pdf

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
6. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒	1,2

The proposed project is adoption of a model ordinance that would regulate the use of single-use EPS foam food ware within participating jurisdictions in Santa Clara County. The proposed ordinance would cause a reduction in EPS foam food ware use and is anticipated to result in an increase in the use of plastic and fiber-based substitute materials. The ordinance is not expected to cause a decline in overall consumption of disposable food service ware and consumers are not expected to litter substitute containers at a higher rate than EPS foam.

The ordinance does not propose modifications to the transportation network or construction of new development that would generate new vehicle, bicycle or pedestrian trips.

4.16.2.1 *Impacts of Truck Trips for Delivery of Substitute Products*

Single-use food ware products are delivered in boxes or similar containers by truck to food vendors, restaurant and food service suppliers, and retail outlets throughout the project area by distributors, delivery service companies, and company fleet trucks from distribution centers. Deliveries generally are undertaken on a regular basis along with other products. Substitute food ware products identified in *Section 4.0 (Substitute Products)* and Appendix D are also currently delivered to businesses throughout Santa Clara County.

Stacked food ware products with the same capacity (e.g., 16 ounce cups, nine-inch clamshells) may have different weights, however the overall volume of delivery boxes is anticipated to be similar for EPS foam and substitute products and differences in volume are not anticipated to result in the need to dispatch additional delivery trucks. Truck trips from independent delivery service companies and company fleet trips are not anticipated to change in number due to the substitution of one type of single-use food ware (PS foam) for another. Truck trips from individual distributors could shift depending on whether or not a distributor currently sells both EPS foam food ware and the substitute products. Overall, delivery truck trips, especially during peak hours, are not anticipated to substantially increase. Therefore, the performance of the transportation system would not be adversely effected by changes in delivery truck traffic resulting from implementation of the proposed project. **(Less Than Significant Impact)**

4.16.2.2 *Impacts of Truck Trips for Solid Waste Disposal and Recycling*

The proposed ordinance would result in a shift in the composition of food service ware in the waste stream. EPS foam products would be replaced by products made from materials including: petroleum-based plastic, plant-based plastic, paperboard, molded pulp, and plant fibers.

As discussed in *Section 4.0 (Baseline)* and Appendix B, the percentage of EPS foam food ware in waste collected in San José and Sunnyvale is a small portion of the total collected solid waste. The use of substitute products would not increase the volume of single-use food ware in solid waste to the extent that additional truck trips would be required to collect waste or recyclable materials. The number of truck trips for solid waste and recycling collection would not change substantially with implementation of the ordinance.

Project traffic impacts are considered significant if they conflict with city, town or County/CMP policies related to maintenance of intersection or freeway level of service or would conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. The project would not generate a substantial increase in peak hour traffic or modify public transit, bicycle or pedestrian facilities and therefore would not result in a significant adverse transportation impact. **(Less Than Significant Impact)**

4.16.3 Conclusion

The ordinance does not propose modifications to the transportation network or construction of new development that would generate new vehicle, bicycle or pedestrian trips or result in transportation hazards or inadequate emergency access. **(No Impact)**

The proposed ordinance would not result in a significant transportation impact due to possible modifications to truck trips. **(Less Than Significant Impact)**

4.17 UTILITIES AND SERVICE SYSTEMS

4.17.1 Setting

4.17.1.1 *Water Supply*

Water service within the project area is provided by private and municipal water suppliers. There are 13 water retailers in Santa Clara County and several special water districts. The water providers for each jurisdiction are listed in Table 4.17-1, below.

Table 4.17-1
Water Retailers for Jurisdictions within Santa Clara County

Jurisdiction	Water Retailers/Public Water Utilities
Campbell	San Jose Water Company
Cupertino	California Water Service Company
Gilroy	Gilroy Water
Los Altos	California Water Service Company
Los Altos Hills	Purissima Hills Water District, California Water Service Company
Los Gatos	San Jose Water Company
Milpitas	Milpitas Water
Monte Sereno	San Jose Water Company
Morgan Hill	Morgan Hill Water
Mountain View	Mountain View Water, California Water Service Company
Palo Alto	Palo Alto Water
San Jose	Great Oaks Water Company, San Jose Municipal Water System, San Jose Water Company
Santa Clara	Santa Clara Water Department
Saratoga	San Jose Water Company
Sunnyvale	Sunnyvale Water, California Water Service Company
Unincorporated Santa Clara County	Purissima Hills Water District Santa Clara Valley Water District and other local districts Stanford University

The Santa Clara Valley Water District manages the County's groundwater sub-basins to support pumping from aquifers which accounts for approximately 40-50 percent of the County's water supply.[92] The District also operates water supply reservoirs and groundwater recharge facilities in local watersheds and import water from the State Water Project and San Felipe Division of the Federal Central Valley Project. The San Francisco Public Utilities Commission's Hetch Hetchy Aqueduct is a third source of imported water available to eight of the water retailers in the County (e.g., Palo Alto, Mountain View, Sunnyvale, Santa Clara, San José and Milpitas, Purissima Hills Water District, and Stanford University).

[92] Santa Clara Valley Water District. "Urban Water Management Plan 2010." 2010.

4.17.1.2 *Stormwater Drainage Systems*

The cities, towns and County of Santa Clara are responsible for the development, operation, and maintenance of stormwater systems throughout their jurisdictions. Stormwater drainage systems convey runoff and prevent local flooding of streets and urban areas. They move water away from developed and rural areas to a local water body, such as a creek, river or bay. Stormwater sewer systems include stormwater inlets (storm drains) and gutters on streets as well as pipes and outfalls. Stormwater outfalls are, where the collected stormwater enters a local water body. Within the City of San José alone, there are about 30,000 storm drain inlets on City streets.[93] The various stormwater systems collect runoff water from streets and developed properties and carry it to local creeks and rivers that ultimately drain into San Francisco Bay or Monterey Bay (e.g., Gilroy, Morgan Hill and portions of southern Santa Clara County). In some rural and less developed areas, storm water runoff is conveyed in open channels or overland prior to discharge in local waterways. Creeks and rivers in each jurisdiction are listed by watershed in Table 4.9-1.

Several permits and plans govern the design and operation of municipal stormwater systems within the project area. As discussed in *Section 4.9.1.5 (Hydrology and Water Quality) Regulatory Setting*, the SF Bay RWQCB has issued a Municipal Regional Stormwater NPDES Permit (Permit Number CAS612008) (MRP) for the area of Santa Clara County that drains to San Francisco Bay. In an effort to standardize stormwater management requirements throughout the region, this permit includes all of the jurisdictions within the County of Santa Clara except the cities of Morgan Hill and Gilroy and southern portions of the County of Santa Clara, which drain to Monterey Bay and are within the Central Coast RWQCB and covered by a separate NPDES stormwater permit. An Urban Runoff Management Plan, intended to reduce polluted runoff from entering local waterways, has been adopted by the SCVWD, Santa Clara County and 13 cities and towns for the areas of the County that drain to San Francisco Bay. The Santa Clara Valley Urban Runoff Pollution Prevention Program's Urban Runoff Management Plan (URMP) consists of an area-wide plan and individual agency plans describing what the jurisdictions will do, collectively and individually, to reduce urban runoff pollution in accordance with the NPDES MRP permit.

In the southern portion of the project area, the Cities of Morgan Hill and Gilroy and the County of Santa Clara prepared and adopted a regional Storm Water Management Plan (SWMP) and were issued a NPDES Small MS4s General Permit by the Central Coast RWQCB. The SWMP outlines a comprehensive five year plan to establish Best Management Practices (BMPs) through six Minimum Control Measures (MCMs) to help reduce the discharge of pollutants into waterways and to protect local water quality effected by storm water and urban run-off. BMPs include Pollution Prevention/Good Housekeeping measures for residential, municipal and industrial uses to reduce trash and litter in stormwater. Program implementation under the SWMP also includes conducting trash clean up days.

[93] City of San José. "Watershed Maps". Accessed May 1, 2013. Available at: <http://www.sanjoseca.gov/index.aspx?NID=1868>.

4.17.1.3 *Wastewater*

Sanitary sewer service in Santa Clara County is the responsibility of municipalities and several service districts.

Sewer service consists of the transmission of municipal and industrial wastewater to a treatment facility, treatment, and then disposal of the wastewater and residual waste solids. As with water service, a number of the cities in the County operate their own local sewage collection systems and contract with one of four wastewater treatment plants to treat the effluent (refer to Table 4.17.-2).

Table 4.17-2
Sanitary Sewer Service for Jurisdictions within Santa Clara County

Jurisdiction	Served by	
	Collection	**Treatment**
Campbell	West Valley Sanitation District	San José-Santa Clara Regional Wastewater Facility (RWP)
Cupertino	Cupertino Sanitary District Rancho Rinconada	San José-Santa Clara RWP Sunnyvale Water Pollution Control Plant
Gilroy	City of Gilroy	South County Regional Wastewater Authority
Los Altos	City of Los Altos	Palo Alto Regional Water Quality Control Plant (WQCP)
Los Altos Hills	City of Los Altos (partial)	Palo Alto Regional WQCP
Los Gatos	West Valley Sanitation District	San José-Santa Clara RWP
Milpitas	City of Milpitas	San José-Santa Clara RWP
Monte Sereno	West Valley Sanitation District	San José-Santa Clara RWP
Morgan Hill	City of Morgan Hill	South County Regional Wastewater Authority
Mountain View	City of Mountain View	Palo Alto Regional WQCP
Palo Alto	City of Palo Alto	Palo Alto Regional WQCP
San José	City of San José	San José-Santa Clara RWP
Santa Clara	City of Santa Clara	San José-Santa Clara RWP
Saratoga	Cupertino Sanitary District	San José-Santa Clara RWP
Sunnyvale	City of Sunnyvale	Sunnyvale Water Pollution Control Plant
Unincorporated Santa Clara County	Various	All four treatment plants and septic systems

4.17.1.4 *Solid Waste*

Signed into law in 1989, the California Integrated Waste Management Act (AB 939) requires cities and counties to adopt and implement waste diversion programs for source reduction, recycling, and composting. Waste haulers serving the jurisdictions within Santa Clara County include West Valley Collection and Recycling, GreenWaste Recovery, Recology, Specialty Solid Waste and Recycling, Mission Trail Waste System, GreenTeam of San José, and Garden City Sanitation. These haulers are

responsible for providing waste processing services for the franchised waste stream in Santa Clara County, which includes landfilling, recyclables processing, composting, and management of household hazardous waste.

All jurisdictions in Santa Clara County met the 50 percent waste diversion goal mandated by AB 939 in 2006, the most recent year for which the diversion rates received approval.[94] In 2008, the California Integrated Waste Management Board (now the California Department of Resources Recycling and Recovery, or CalRecycle) updated the system for determining diversion goals for each city. At present, per capita landfill disposal limits are determined each year and the jurisdictions work to meet their respective goals. Fines of up to $10,000 per day may be imposed if the State decides that good faith efforts are not being made to implement the approved plan or other actions to achieve the State mandated reduction in landfill disposal of trash.

AB 939 established an integrated waste management hierarchy to guide the state and local agencies in its implementation, in order of priority: (1) source reduction, (2) recycling and composting, and (3) environmentally safe transformation and land disposal. That hierarchy was later abbreviated to "reduce, reuse, recycle", with emphasis on the overarching goal of reducing materials that are sent to disposal.

Signed in 2011, AB 341 amended AB 939 to set a goal of 75 percent solid waste diversion via source reduction, recycling, and composting, by 2020.[95] AB 341 also requires businesses that generate more than four cubic yards of commercial solid waste per week and multifamily residential dwellings (five units or more) to obtain recycling services. To meet this requirement, AB 341 also requires jurisdictions to implement commercial solid waste recycling programs.

Waste collection is organized by land use sectors such as single-family residential, multi-family residential, commercial, and industrial. Industrial waste is not discussed in this Initial Study because it does not contain EPS foam food service products that would be affected by the ordinance. Any EPS foam used by workers at an industrial facility would be disposed in a commercial waste stream, not among the byproducts of industrial processes (i.e. industrial waste).

Waste collected in Santa Clara County is processed and/or landfilled at any of the following landfills and transfer stations: Newby Island Resource Recovery Park, Guadalupe Rubbish Disposal Company, Kirby Canyon Landfill, Mission Trail Waste Management Transfer Station, San Martin Transfer Station, and the Sunnyvale Materials Recovery and Transfer (SMaRT) Station.[96] For a list of which facilities serve the participating jurisdictions, see Table 4.17-3 in *Section 4.17.2.2 Impacts to Solid Waste Disposal and Recycling*.

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[94] CalRecycle. "Countywide, Regionwide, and Statewide Jurisdiction Diversion/Disposal Progress Report." 2006. Accessed May 3, 2013. Available at: <http://www.calrecycle.ca.gov/LGCentral/Reports/jurisdiction/diversiondisposal.aspx>.

[95] California, State of. *Assembly Bill No. 341.* 2011. Legislative Counsel's Digest. Available at: http://www.leginfo.ca.gov/pub/11-12/bill/asm/ab_0301-0350/ab_341_bill_20111006_chaptered.pdf

[96] Center for the Development of Recycling. *City Recycling and Garbage Services in Santa Clara County.* 2013. Available at: <http://www.recyclestuff.org/Guides/CityGuide.pdf>.

Newby Island recycles clean polystyrene foam that is dropped off at the landfill. All other facilities landfill EPS foam. A waste characterization study sponsored by the City of San José found that in 2007, 0.7 percent of residential waste in San José was EPS foam and 0.8 percent was commercial waste. At the time of the study the City was trying to recycle expanded polystyrene for residential customers, so the study also found that 0.5 percent of residential recycling was EPS foam.[97]

4.17.2 Environmental Checklist and Discussion of Impacts

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
Would the project:					
1. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒	1
2. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒	1
3. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒	1
4. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐	1
5. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒	1
6. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐	1
7. Comply with federal, state and local statutes and regulations related to solid waste?	☐	☐	☐	☒	1

The proposed project is adoption and implementation of an ordinance that would restrict the use of EPS foam food ware containers. The proposed ordinance would cause a reduction in EPS foam food

[97] Cascadia Consulting Group. "City of San José Waste Characterization Study." May 2008. Prepared for the City of San José.

ware use and is anticipated to result in an increase in the use of plastic and fiber-based substitute materials. The ordinance is not expected to cause a decline in overall consumption of disposable food service ware and consumers are not expected to litter substitute containers at a higher rate than EPS foam.

4.17.2.1 *Water Supply and Wastewater Treatment Impacts*

The proposed restrictions on the use of EPS foam food ware and a shift to other types of single use food ware used in Santa Clara County would not result in substantial additional water use or wastewater generation. Plastic, but not fiber, containers that could be recycled would be rinsed by residents before placing in recycling bins.

Indirect Effects on Water Supply and Wastewater Treatment Related to Manufacture of Substitute Products

Differential water demand and wastewater generation associated with the manufacture of substitute products are possible indirect effects of the proposed project. Substitute fiber and other plastic food ware products are currently manufactured in California, the remainder of the U.S., and internationally. Since the City of San José cannot predict where substitute products would be manufactured, the following discussion is provided to generally characterize the available substitute types and to summarize what is known about their water supply and wastewater treatment impacts.

A 2011 study funded by the Plastic Foodservice Packaging Group found that EPS foam foodservice products use less water than comparable products made from paperboard or PLA. The authors note that the water use results of this study have a high level of uncertainty, however, due to a lack of water use data as well as an "inability to clearly differentiate between consumptive and non-consumptive uses of water." [98]

Studies from the European plastics industry show that water used in the production of plastic resins (prior to product manufacturing, use, and disposal) ranges from 4.79 grams of water per kilogram of polypropylene to 4.8 kilograms of water per kilogram of PET (e.g., PET production requires about 1,000 times more water per kilogram of plastic than polypropylene). The production of one kilogram of polystyrene resin requires approximately 510 grams of water.[99] See Table C-4 in Appendix C for further details on the results of these studies. Based on the results of these European life cycle inventories, the amount of water used to produce substitute plastic products can range approximately from one-hundredth of the water used to produce polystyrene to as much as ten times more.

Given the lack of definitive evidence that any one of the substitute products uses more water than EPS foam and uncertainties about the type of plastic or fiber replacements, the City of San José

[98] Franklin Associates, Ltd. "Life Cycle Inventory of Foam Polystyrene, Paper-Based, and PLA Foodservice Products." February 4, 2-11. Prepared for the Plastic Foodservice Packaging Group. See Page ES-19/
[99] PlasticsEurope. "Environmental Product Declaritions of the European Plastics Manufacturers: PETb, 2011; PP, 2008; GPPS, 2012." Available at: <http://www.plasticseurope.org/plastics-sustainability/eco-profiles/browse-by-list.aspx>

cannot conclude that the proposed project would result in a significant rise in demand for water resources, locally or in other areas.

While the exact locations of where substitutes selected by food vendors would be produced is not known, much of the manufacturing is likely to occur outside of Santa Clara County, since there are no large petrochemical plastics or fiber processing industries in the area.

The reduction of the use of EPS foam food ware and substitution with other available single use disposal food ware products would not substantially affect local water use or supply or wastewater generation or treatment for jurisdictions within the project area. Water use for manufacturing outside of Santa Clara County would be drawn from managed water resources and could involve water recycling or other measures to minimize water consumption. Similarly, wastewater generation and discharge to treatment facilities would be permitted and regulated to comply with local treatment capacity in other jurisdictions. Therefore, implementation of the project is not anticipated to result in substantial indirect water supply and wastewater treatment impacts. **(Less Than Significant Impact)**

4.17.2.2 *Impacts to Stormwater Drainage Systems*

As discussed in *Section 4.9.1.4 Water Quality,* litter in local communities can be transported into stormwater drainage systems. Litter (or trash), including single-use food ware, is transported to stormwater drainage systems and creeks through three primary pathways: 1) curbs/gutters, storm drain lines and open channels that are part of storm water collection systems in urban areas; 2) wind; and 3) illegal dumping into water bodies.[100] Trash that reaches stormwater inlets can be a result of littering by individuals along roadways (motorists or pedestrians), wind blowing unsecured trash from waste containers or vehicle loads, and from vehicles themselves (e.g., tires and vehicle debris), among other sources.[101] The largest amounts of trash and debris are pushed into and through the storm drainage system at the end of the dry season, with the first heavy rain.

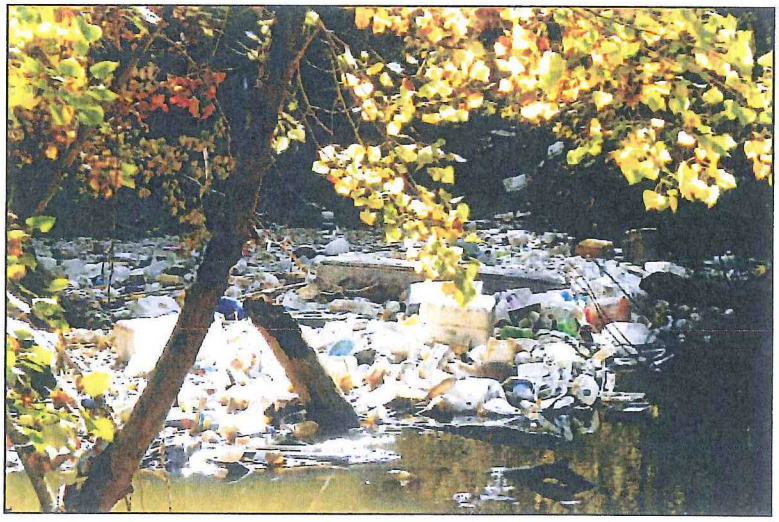


Photo 8: Trash conveyed in stormwater and dumping in Coyote Creek.

Litter can form large accumulations in stormwater systems and urban creeks, which can impact water quality and potentially hinder flood control protection (Photo 8). As noted above, the proposed

[100] SCVURPP. 2013. *Urban Runoff Trash Management Reducing Impacts in Santa Clara Valley Creeks and San Francisco Bay.* February 2013.
[101] Schultz, P. Wesley, et al. 2011. *Littering in Context: Personal and Environmental Predictors of Littering Behavior.* Environment and Behavior 2013 45:35.

ordinance would cause a reduction in EPS foam food ware use and is anticipated to result in an increase in the use of plastic and fiber-based substitute materials. The ordinance is not expected to cause a decline in overall consumption of disposable food service ware or change littering rates and the volume of litter on streets (e.g., cups and clamshells) would be similar to existing conditions. Substitute single-use food ware products are anticipated to be a mix of plastic (e.g., crystalline PS, PP, PLA) and fiber products. Substitutes for ice chests would be encapsulated EPS foam products or reusable coolers made of non-foamed plastics, such as PP.

PS foam food ware makes up about eight percent of litter reaching local waterways by volume. Therefore, the characteristics of substitute plastic and fiber products would have a low to moderate effect on required maintenance and clogging of storm drains. As discussed in *Section 4.9.2*, there are several characteristics of substitute products that could influence how much of the substitute products reach storm drains and whether they persist to clog storm drain systems at a greater rate.

Transport to Stormwater Inlets. Substitute plastic and fiber products do not break apart as easily as EPS foam food ware. Although lighter than similar paper products, substitute plastic products are not as likely as EPS foam to be transported by wind off haul truck loads and along streets if deposited as litter. Because the substitute products do not crumble as readily as EPS foam and are not as likely to become airborne, they may be removed by street sweeping or maintenance activities before entering the storm water collection system or by screens or trash racks (refer to Photo 8). The substitute products, therefore, are not more likely to reach waterways if inappropriately disposed of.

Persistence within the Stormwater System. [As discussed in *Section 4.9.1*, by count and volume, EPS foam food ware in the project area makes up about eight percent of litter by volume in stormwater systems, and by count in street litter surveys often less than two to three percent. While paper cups are usually several times the weight of EPS foam cups, given the proportion of EPS foam food ware in litter, there would not be a substantial change in the count, volume or mass of litter that could impact stormwater drainage systems. Replacing this material with substitute products (that are currently also found in litter) would reduce the amount of EPS foam in litter; however it would not result in a substantial change in the number, volume, or weight of litter items or trash in stormwater systems and would not interfere with implementation of regional plans or programs, such as the Basin Plan or NPDES municipal stormwater permits designed to protect beneficial uses and improve water quality. **(Less Than Significant Impact)**

4.17.2.3 *Impacts to Solid Waste Disposal and Recycling*

The proposed ordinance would result in a shift in the composition of food service ware waste. EPS foam products would be substituted for products made from materials including: petroleum-based plastic, plant-based plastic, paperboard, molded pulp, and plant fibers. See the introductory language in *Section 4.0 – Substitute Products* as well as Appendix D for further information on the available substitutes.

Whereas all EPS foam food ware products are landfilled, substitute products have a wide variety of waste disposal routes that they can follow based on the composition of the material and the waste

hauler. These routes are summarized in Figures 4.17-1 through 4.17-6, below. A detailed table with the information represented in these figures can be found in Appendix D.

Figures 4.17-1 through 4.17-6 show that while most jurisdictions recycle non-foam plastics, a smaller portion divert fiber-based materials to recycling or compost facilities, and those that compost bioplastics such as PLA generally only do so for certain sectors. The proposed project will reduce the quantity of EPS foam products disposed in landfills and will increase the proportion of substitute products that are recycled or composted. This is consistent with the main goals of AB 939 and AB 341, to reduce the sources of landfill trash and increase diversion via recycling, composting, and source reduction.

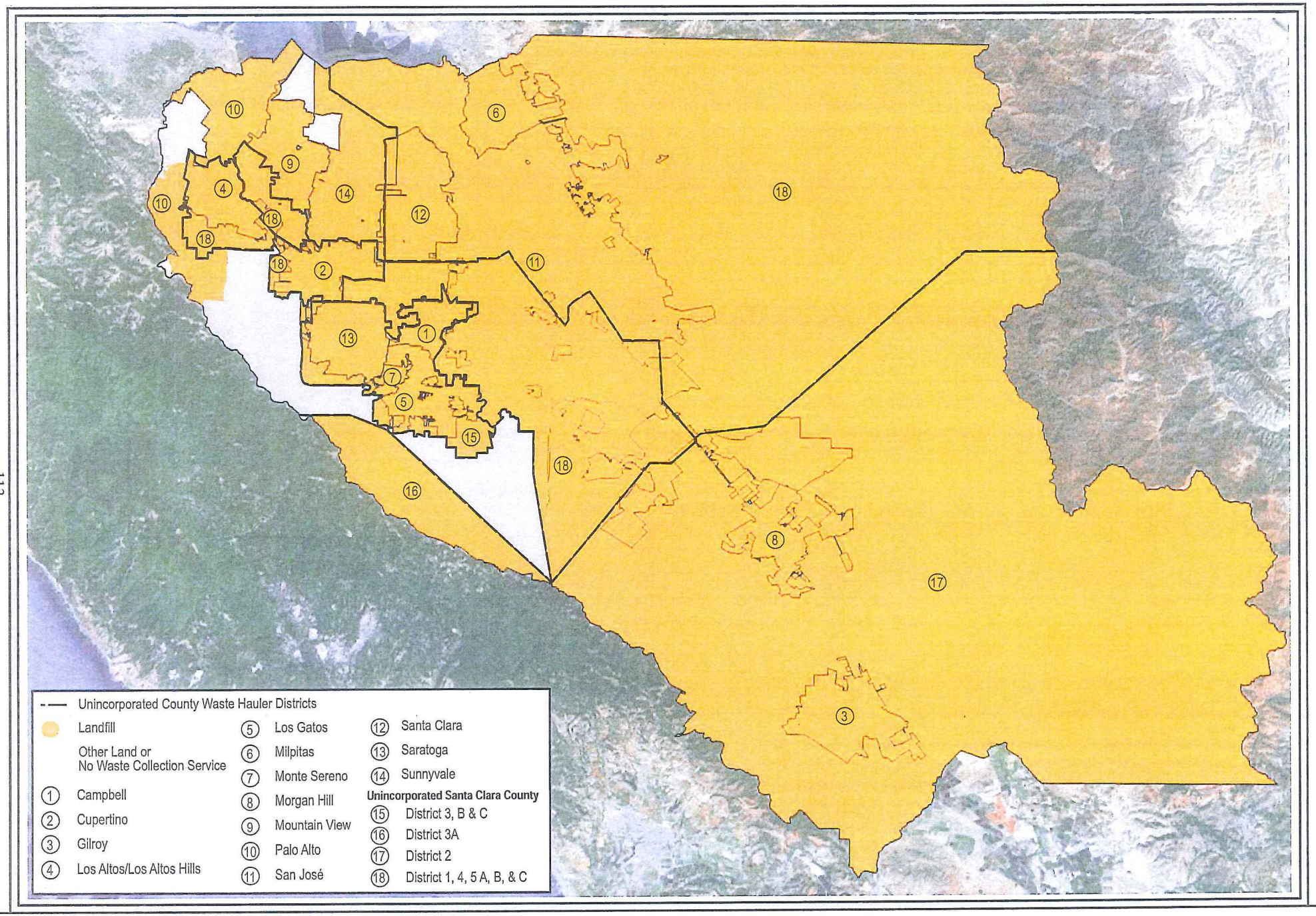
Determining how the weight and volume of waste will change, not the quantity, is fundamental to evaluating the solid waste impacts of the proposed project. Waste and recycling facilities do not have unlimited capacity and they have permits that limit the amount of material they can accept daily. A potential environmental impact would arise if the proposed project caused one or more facilities to expand their operations.

The capacity of solid waste facilities is not as affected by product volume as it is by product weight since not only are facilities permitted based on the weight of the solid waste they accept, but also because many facilities compact the waste before it is landfilled. Furthermore, according to a 2011 study funded by the Plastic Foodservice Packaging Group, the volume of solid waste for EPS foam products is in some cases greater and in others less than the volume of solid waste for substitute products.[102] This study revealed that depending on the product type (e.g. 16-ounce cup or 9-inch plate), PLA or paperboard substitutes could result in a higher or lower volume of solid waste than EPS foam. That is, paperboard products were not consistently more or less voluminous than EPS foam, and neither were the other substitutes considered. Though the City of San José expects that approximately 85 percent of substitutes would be compostable or recyclable plastic and 15 percent would be fiber-based, disposable food ware already makes up such a small percentage of the waste stream that minor changes in the volume of food ware waste would not cause existing waste disposal facilities to expand or to approach their capacities.

Based on measurements of various EPS foam products and their substitutes, as well as the product weights considered in many of the LCAs summarized in Appendix C, substitute products weigh between two and five times as much as their EPS foam counterparts.[103] In general, lined paperboard and solid PLA products tend to be the heaviest substitute disposable food ware products. The City of San José conservatively estimates annual EPS foam use at four pounds per service population or about six pounds per capita (see *Section 4 – Baseline EPS foam Food Ware Use* and Appendix B for further detail on this estimate). With a service population of 2,487,113 (excluding Palo Alto and Unincorporated Santa Clara County because they have already prohibited EPS foam food ware), the annual consumption of EPS foam food ware in the project area is approximately 5,000 tons.

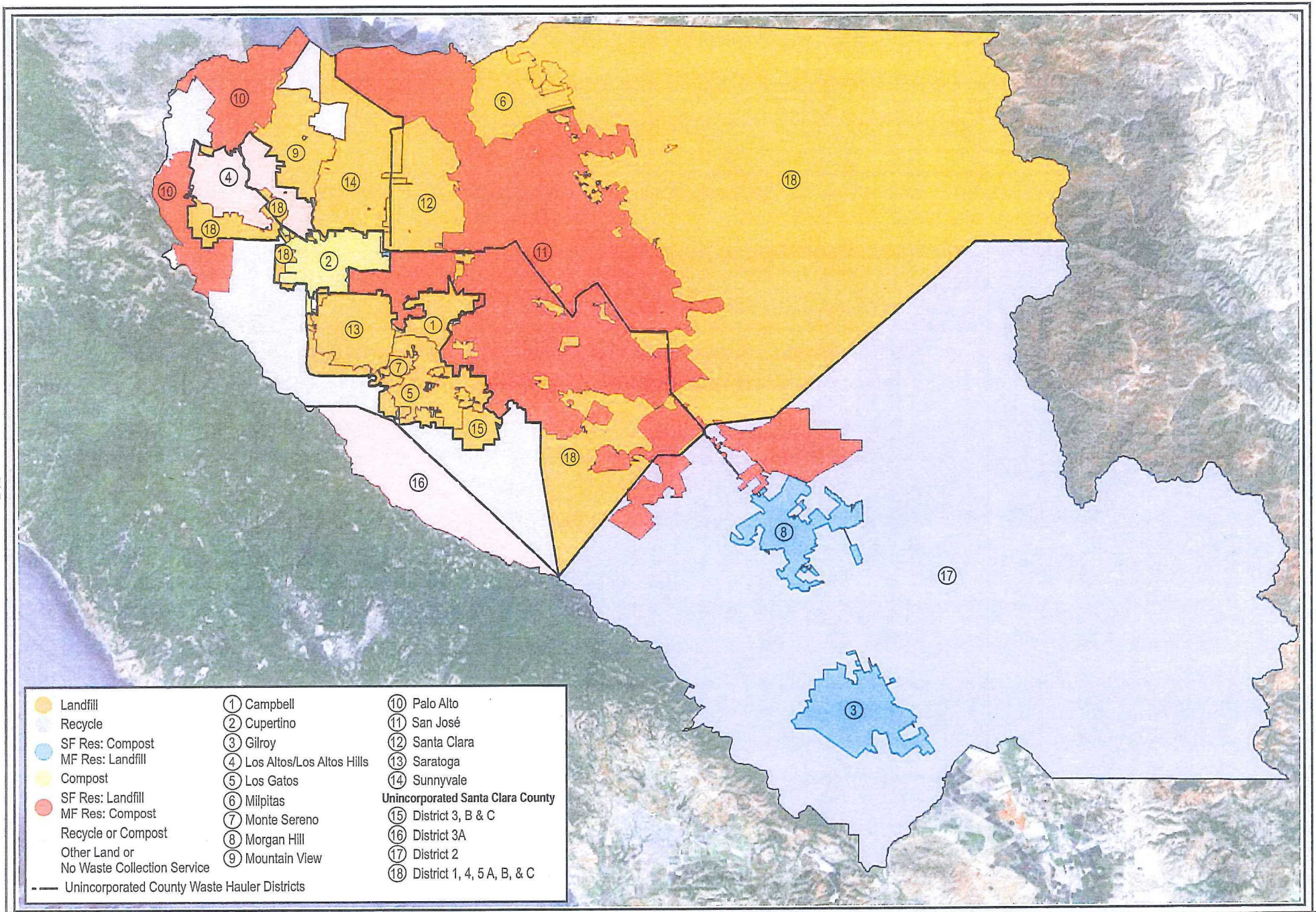
[102] Franklin Associates. "Life Cycle Inventory and Foam Polystyrene, Paper-Based, and PLA Foodservice Products." February 4, 2011. See Figures ES-9, -10, -11, -12.

[103] Product weight data from the following LCAs was used to contribute to the weight ratio estimate: Kuczenski et al., 2012. And; Franklin Associates, 2011. Additional measurements taken by David J. Powers & Associates, Inc. showed a maximum weight ratio of 5:1 for substitute products to EPS foam products.



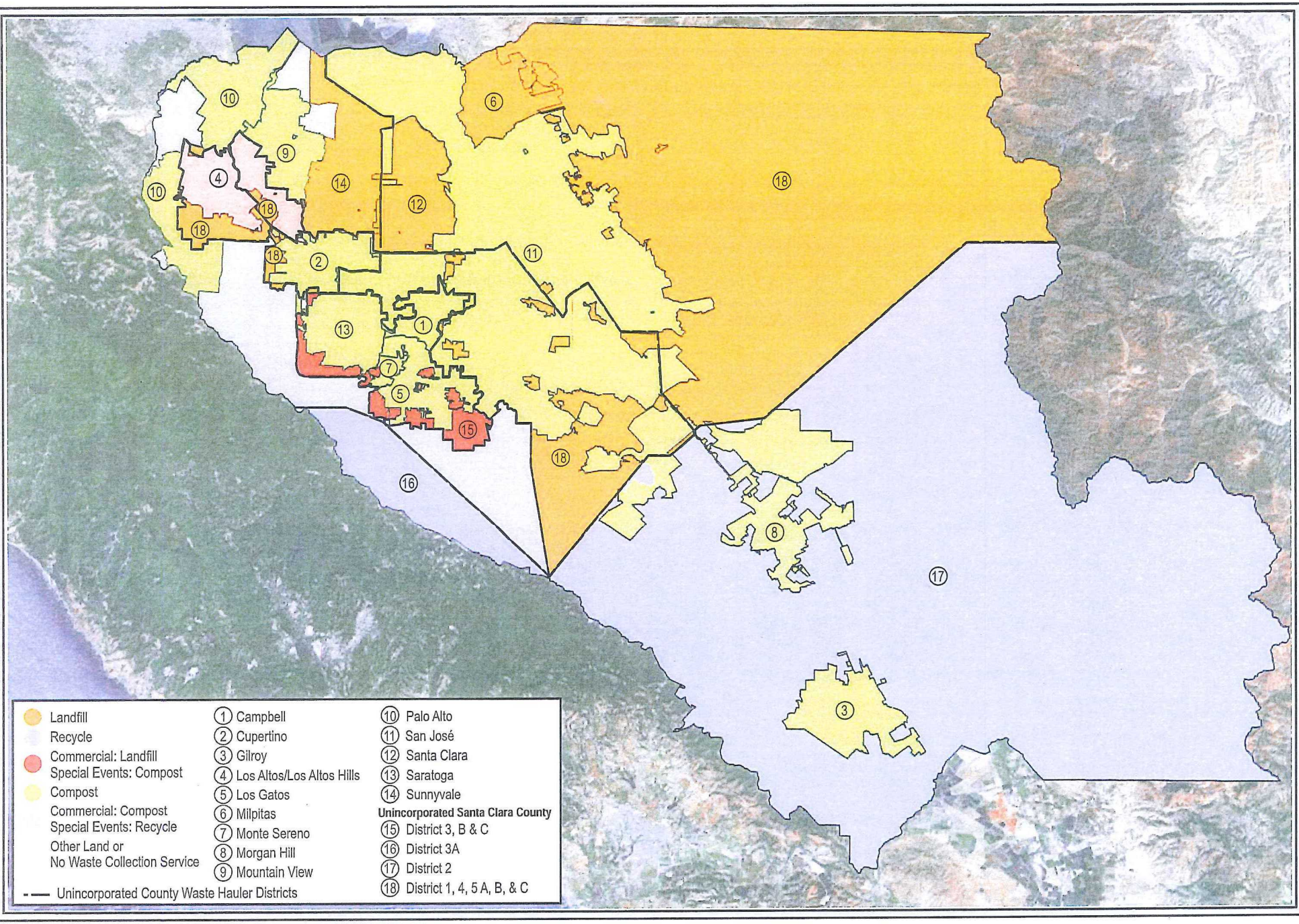
POLYSTYRENE FOAM DISPOSAL PATH (ALL SECTORS)

FIGURE 4.17-1



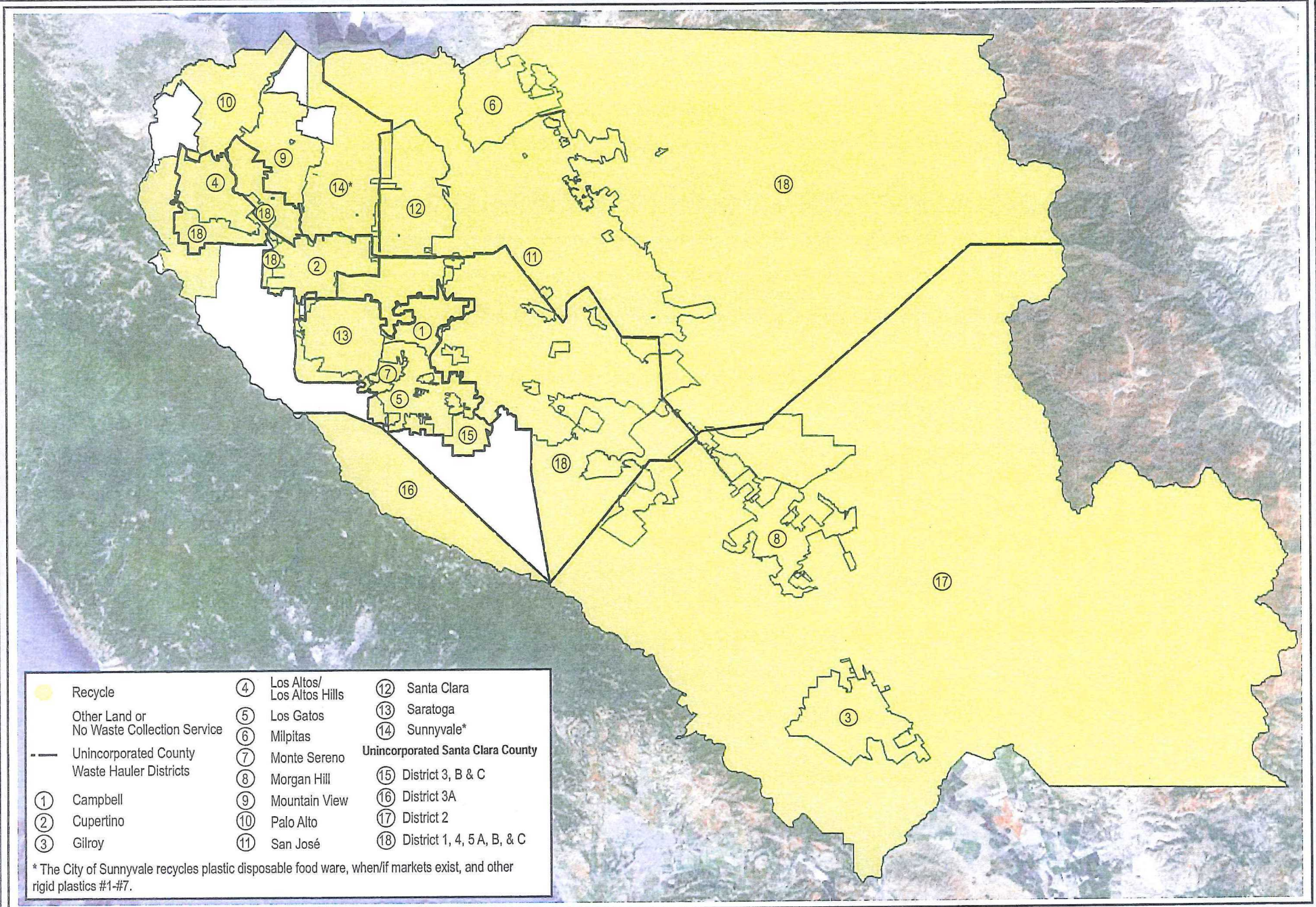
FIBER (PAPER, BAGASSE) DISPOSAL PATH (SINGLE FAMILY / MULTIFAMILY RESIDENTIAL)

FIGURE 4.17-2



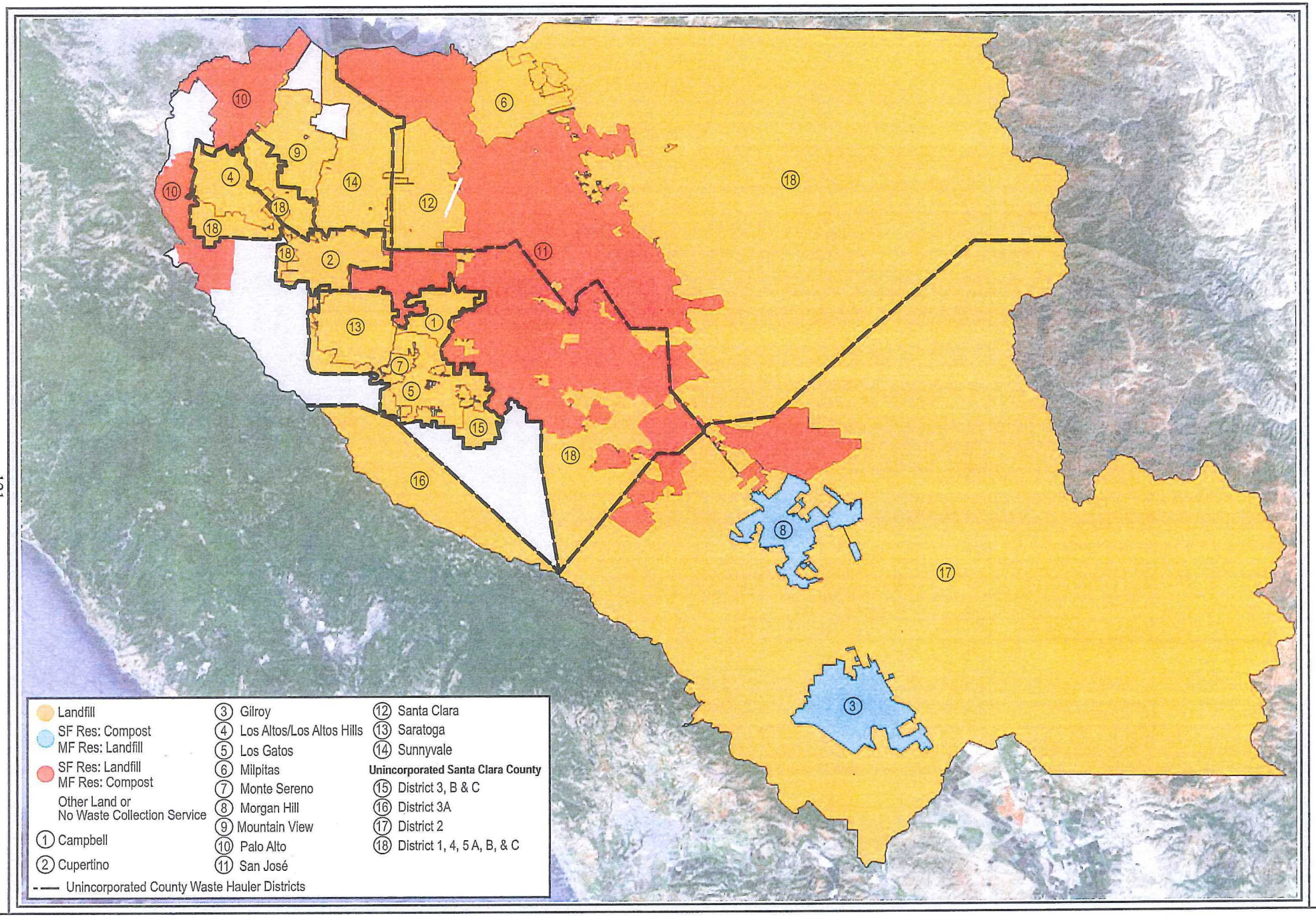
FIBER (PAPER, BAGASSE) DISPOSAL PATH (COMMERCIAL, SPECIAL EVENTS)

FIGURE 4.17-3



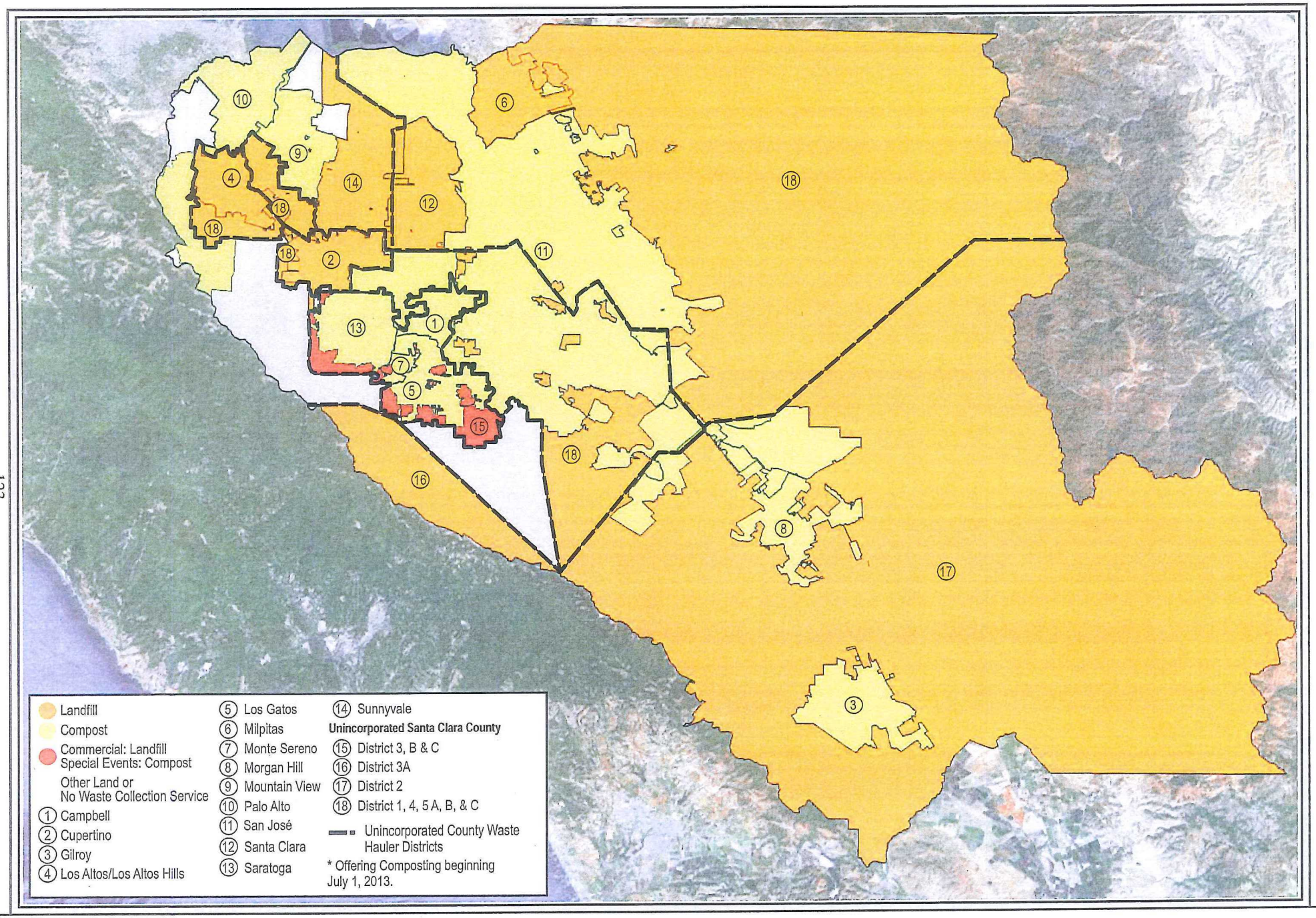
RIGID PLASTIC (PET, PP, PS) DISPOSAL PATH (ALL SECTORS)

FIGURE 4.17-4



COMPOSTABLE PLASTIC (PLA) DISPOSAL PATH (SINGLE FAMILY / MULTIFAMILY RESIDENTIAL)

FIGURE 4.17-5



COMPOSTABLE PLASTIC (PLA) DISPOSAL PATH (COMMERCIAL, SPECIAL EVENTS)

FIGURE 4.17-6

Table 4.17-3
Capacity of Waste Disposal and Diversion Facilities in Santa Clara County

Facility	Throughput Range (Tons/Year)	Capacity Range (Tons/Year)	Available Capacity (Tons/Year)	Jurisdictions Served
Landfills				
Guadalupe Recycling and Disposal Facility	375,000 - 499,999	1,000,000 - 1,499,999	625,000-1,000,000	San José /Countywide
Kirby Canyon Recycling and Disposal Facility	500,000 - 749,999	750,000 - 999,999	250,000	Sunnyvale, Mountain View, Palo Alto
Newby Island Sanitary Landfill	500,000 - 749,999	1,000,000 - 1,499,999	500,000 - 750,000	Milpitas, San José
Zanker Material Processing Facility	5,000 - 24,999	100,000 - 199,999	95,000 - 175,000	Various
Recycling Facilities				
California Paperboard Corp	50,000 - 99,999	50,000 - 99,999	NA	Various
Graphic Packaging International Inc.	100,000 - 249,999	100,000 - 199,999	NA	Various
California Waste Solutions	50,000 - 99,999	100,000 - 199,999	50,000 - 100,000	Various
Golden State Fibers	10,000 - 19,999	20,000 - 39,999	10,000 - 20,000	Various
Green Team Materials Recovery	100,000 - 149,999	200,000 - 299,999	100,000 - 150,000	Los Altos Hills
Lassen Solid Waste Disposal	50,000 - 99,999	100,000 - 199,999	50,000 - 100,000	Various
Norcal MRF	10,000 – 24,999	20,000 - 49,999	10,000 - 25,000	Unincorporated Santa Clara County
Recycled Fibers – Newark Group San José Plant	20,000 - 49,999	40,000 - 99,999	20,000 - 50,000	San José and others
Smurfit-Stone Recycling	50,000 - 99,999	100,000 - 199,999	50,000 - 100,000	Various
Sunnyvale Materials Recovery and Transfer (SMaRT)	500,000 - 999,999	500,000 - 999,999	about 300,000[1]	Mountain View, Sunnyvale, Palo Alto
Zanker Material Processing Facility	150,000 - 249,999	300,000 - 499,999	150,000 - 250,000	Various
Compost Facilities				
South Valley Organic Composting Facility	40,000 - 80,000	50,000 - 100,000	10,000 - 20,000	TBD
Z-Best Composting Facility	240,000+	300,000	~60,000	Los Altos Hills and others

Source: CalRecycle. "Facility Information Toolbox: Facility List." 2013. Available at: http://www.calrecycle.ca.gov/FacIT/Facility/Search.aspx

[1] The SMaRT Station has a permitted capacity of 1,500 tons per day. In a recent Local Enforcement Agency (LEA) inspection report for the facility, the peak tonnage day was 1,052 tons (April 1, 2013), indicating an excess weekday capacity of 448 tons per day. City of Sunnyvale staff estimates a theoretical excess capacity of 316,580 tons per year, assuming seven day per week operation based upon the peak tonnage day in April 2013.

In the maximum impact scenario, all substitute products are assumed to be disposed of in a single waste disposal route (e.g. all substitutes are landfilled *or* all substitutes are recycled). Though unrealistic given the County's demonstrated compliance with California's 50 percent waste diversion requirement, use of the maximum impact scenario will demonstrate the effects of the project on the capacities of existing waste disposal facilities.

If every substitute product weighed five times more than the EPS foam products they replaced, the maximum weight ratio found in preparation of this Initial Study (see Appendix C and Footnote 103 on Page 112), then the total weight of the substitute products disposed annually would not exceed 25,000 tons. Based on available capacities listed in Table 4.17-1, even if all of these products were landfilled, composted, or recycled, the facilities in Santa Clara County have enough capacity for the maximum impact scenario.

In the maximum impact scenario, in which 25,000 tons of substitute material are all disposed via a single waste disposal path, the facilities in Santa Clara County would have adequate capacity and would not require expansion.

The potential increased weight of disposed products would not necessarily cause California Paperboard Corporation and Graphic Packaging International Inc. facilities, which according to CalRecycle have a throughput range that matches their capacity range, to expand. Both of these facilities purchase recycled paper as a feedstock to manufacture products, so they are not collectors dedicated to providing solid waste service to the participating jurisdictions. If they are at capacity at the time of waste collection, materials can be sold to other such manufacturers or sent to other recycling facilities with available capacity.

Realistically, a portion of the substitute materials would be recycled, some would be composted, and the rest landfilled. Furthermore the estimation of annual EPS foam consumption (four pounds per service population) is made based on the high end of the available data, and the maximum weight ratio of the substitute products was used to calculate the weight of substitute product waste. This means that the 25,000 tons per year estimation represents the highest conceivable weight of disposed food service ware that would replace EPS foam products. Therefore based on the conservative estimate and the available capacity of the existing facilities in the County, the proposed project's impacts to solid waste services and waste diversion services would be less than significant.

4.17.3 Conclusion

The proposed ordinance would not result in significant utilities and service systems impacts. **(Less Than Significant Impact)**

4.18 MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact	Checklist Source(s)
1. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐	1 – 14
2. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐	1-14
3. Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?	☐	☐	☒	☐	1-14
4. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐	1-14

4.18.1 Project Impacts

As described in the specific sections of this report (refer to *Section 4.0 Environmental Setting, Checklist, and Discussion of Impacts, Sections 4.1-4.17*), on pages 10-113 of this Initial Study, the proposed project would not result in significant environmental impacts. The project would have no impacts in the areas of cultural resources, geology and soils, land use, minerals, population and housing, and public services. The project would have less than significant impacts in the areas of aesthetics, biological resources, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, noise, recreation, transportation, and utilities and service systems.

Compared to current baseline conditions of EPS foam food ware use and disposal in the project area, the project (i.e., ban of EPS foam food ware and shift to food ware made from substitute materials) would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or

animal or eliminate important examples of the major periods of California history or prehistory. **(Less Than Significant Impacts)**

4.18.2 Short-term Environmental Goals vs. Long-term Environmental Goals

The proposed project would not frustrate or conflict with long-term environmental goals in that the shift to substitute food ware materials would substantially reduce the amount of EPS foam food ware occurring in the environment as litter and disposed in landfills. EPS foam food ware persists for decades in the environment as litter and is not readily recyclable and must be disposed in landfills (where it persists indefinitely), and therefore it is in conflict with long-term environmental goals of protecting water quality and maintaining landfill capacity through increased waste diversion. Most substitute materials will be recyclable and/or compostable in support of long-term environmental goals of converting solid waste to resources. **(Less Than Significant Impacts)**

4.18.3 Cumulative Impacts

The analysis presented in this Initial Study evaluates adoption of an ordinance banning use of EPS foam food ware in all participating jurisdictions in Santa Clara County, including additional restrictions on retail sales and EPS foam ice chests in Palo Alto and unincorporated Santa Clara County (both jurisdictions already have bans on food vendor use of EPS foam food ware). Therefore, the analysis has accounted for the combined (cumulative) effects assuming participation by all jurisdictions in the county. Further, in completing the analysis for the project, the environmental analysis completed by numerous other jurisdictions was reviewed to determine whether a EPS foam food ware ban would lead to significant environmental effects in those jurisdictions. See Figure 2.3-3 depicting jurisdictions in the region that have adopted EPS foam food ware bans, including Marin, San Francisco, San Mateo, Santa Cruz, and Monterey counties. None of the jurisdictions with existing bans have found the restrictions on EPS foam food ware and shift to substitute food ware products would lead to significant environmental impacts, whether individually or in combination with past, present, or reasonably foreseeable future projects. The analysis in this Initial Study also supports the conclusion the project would cause no significant environmental impacts, whether individually, or in combination with the existing and proposed bans of other jurisdictions. **(Less Than Significant Cumulative Impacts)**

Secondary or Indirect Effects on Manufacturing Facilities

A drop in demand for EPS foam food service ware from Santa Clara County and other areas where bans or other limits on use are in place could result in several types of changes for manufacturing businesses. These changes may include a change in customers and target markets, reductions in production, shifts to manufacturing other products at the same facility, or in the most extreme cases potentially closing individual manufacturing facilities.

There are a number of companies that manufacture EPS foam food service ware that is used in California and they are not located or concentrated in one city, county or industrial district. If a manufacturing facility for EPS foam food ware were to be shut down and become vacant due to a drop in demand, it would be a localized economic effect and would not be expected to lead to urban

blight (an environmental impact) as a secondary effect. As noted above, an industrial building or buildings could be used for other purposes. Even if a building was to remain vacant, it would not necessary result in urban blight or other effects than could be considered environment impacts. Property owners in communities are expected or required to maintain their properties when vacant. Therefore, anticipated shifts in EPS foam food ware manufacturing associated with the project and in combination with other existing and proposed bans, would not result in reasonably foreseeable substantial environmental effects related to changes in demand or manufacturing of EPS foam food service ware. **(Less Than Significant Cumulative Impacts)**

4.18.4 Direct or Indirect Adverse Effects on Human Beings

As discussed previously in this Initial Study (*Sections 4.3 Air Quality, 4.8 Hazards and Hazardous Materials, 4.9 Hydrology and Water Quality, and 4.12 Noise*), the shift to food ware containers made from substitute materials will not adversely affect humans by emitting air pollutants, releasing toxic or hazardous materials, impairing drinking water supplies, and generating substantial noise. Compared to current baseline conditions involving manufacture, transport, use, and disposal of EPS foam food ware, the proposed project would not directly or indirectly cause significant effects on human beings. **(Less Than Significant Impacts)**

CHECKLIST INFORMATION SOURCES

1. Professional judgment and expertise of the environmental specialist preparing this assessment, based upon a review of the project area and surrounding conditions, as well as a review of the draft model ordinance.

2. General Plans.
   a. City of San José . *Envision San José 2040 General Plan*
   b. County of Santa Clara. *General Plan*
   c. South County Joint Area Plan

3. Municipal and County Codes for jurisdictions within Santa Clara County.

4. California Department of Conservation. *Santa Clara County Important Farmland 2010.* Map.

5. Bay Area Air Quality Management District. *Bay Area 2010 Clean Air Plan.* September 15, 2010.

6. Bay Area Air Quality Management District. *California Environmental Quality Act Air Quality Guidelines.* May 2011 and May 2012.

7. Final Santa Clara Valley Habitat Conservation Plan. August 2012.

8. State of California, Alquist-Priolo Earthquake Fault Zones, and County of Santa Clara Landslide & Fault Zone Maps.

9. USDA, SCS. *Soils of Santa Clara County.*

10. Climate Action Plans/GHG Reduction Strategies (see Table 4.7-1)

11. U.S. EPA Toxics Release Inventory and Industry Profiles.

12. California Ocean Science Trust. *Plastic Debris in the California Marine Ecosystem.* September 2011.

13. City of San José and SCVURPPP Litter Studies (2008-2013).

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Appendix A

A-1: City of San José Draft Ordinance

A-2: City of Sunnyvale Draft Ordinance

RD:SSW:SSW
1/15/2013

DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAN JOSE AMENDING CHAPTER 9.10 OF TITLE 9 OF THE SAN JOSE MUNICIPAL CODE TO ADD A NEW PART 17 TO PROHIBIT THE USE OF POLYSTYRENE FOAM DISPOSABLE FOOD SERVICE WARE BY FOOD VENDORS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SAN JOSE:

SECTION 1. Chapter 9.10 of Title 9 of the San Jose Municipal Code is hereby amended by adding a new Part to be numbered and entitled and to read as follows:

Part 17

Polystyrene Foam Disposable Food Service Ware

9.10.3200 Definitions.

The definitions set forth in this Section shall govern the application and interpretation of this Part 17.

A. "Director" means the director of the environmental services department or his or her designee.

B. "Disposable food service ware" means single-use disposable products used in the restaurant and food service industry for serving or transporting prepared foods and includes, but is not limited to, plates, cups, bowls, trays, and hinged or lidded containers, also known as clamshells. Disposable food service ware does not include straws, utensils or drink lids.

C. "Food vendor" means any establishment located in the City of San Jose that sells or otherwise provides prepared food for consumption on or off its premises, and includes, but is not limited to, any shop, sales outlet, restaurant, bar, pub, coffee

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shop, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, mobile food truck, vehicle or cart, or roadside stand.

D. "Large food vendor" means a food vendor that is part of a chain or franchise of food vendors that have the same name, are substantially identical, and operate in more than one state.

E. "Polystyrene foam" means the thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques, including but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). The term "polystyrene foam" also includes polystyrene that has been expanded or blown using a gaseous blowing agent into a solid foam (expanded polystyrene). Polystyrene foam does not include clear or solid polystyrene known as oriented polystyrene that has not been expanded or blown using a gaseous blowing agent.

F. "Prepackaged food" means properly labeled processed food sold or otherwise provided by a food vendor that arrives at the premises of the food vendor in a container or wrapper in which the food is wholly encased, enclosed, contained or packaged and is not removed from such container or wrapper (other than an outer container or wrapper that encases, encloses, contains or packages multiple units of the food) before its sale or provision at the premises.

G. "Prepared food" means food or beverages that are serviced, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared. Prepared food does not include uncooked eggs, fish, meat or poultry unless provided for consumption without further food preparation.

H. "Small food vendor" means a food vendor that is not a large food vendor.

9.10.3210 <u>Polystyrene Foam Disposable Food Service Ware Prohibited.</u>

A. By January 1, 2014, no large food vendor shall sell or otherwise provide prepared food in polystyrene foam disposable food ware service.

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B. By January 1, 2015, no small food vendor shall sell or otherwise provide prepared food in polystyrene foam disposable food ware service.

C. The prohibitions in paragraphs A and B do not apply to prepackaged food.

9.10.3220 Exemptions

A. Undue hardship. The director may exempt a food vendor from the prohibitions in Section 9.10.3210 on a case-by-case basis for undue hardship. For purposes of this Section, "undue hardship" means (1) situations unique to the food vendor where a suitable alternative to polystyrene foam disposable food service ware does not exist for a specific application; and/or (2) situations where no reasonably feasible available alternative exists to a specific and necessary polystyrene foam product prohibited by this part.

B. Financial hardship. The director may exempt a food vendor from the prohibitions in Section 9.10.3210 on a case-by-case basis for financial hardship. For purposes of this Section, "financial hardship" means a food vendor has been granted a financial hardship exemption from the payment of business license taxes from the director of finance pursuant to Section 4.76.345 of this code for the calendar year in which the vendor applies for an exemption from the provisions in Section 9.10.3210.

C. Exemption request.

1. A food vendor seeking an exemption for undue hardship or financial hardship shall submit a written exemption request to the director. The written exemption request shall include all information and documentation necessary for the director to make a finding that imposition of this part would cause an undue hardship or financial hardship as defined in this Section. For purposes of documenting a financial hardship, a food vendor must provide evidence that it has been granted a financial hardship exemption from the city's director of finance pursuant to Section 4.76.345 of this code.

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2. The director may require the applicant to provide additional information in order to make a determination regarding the exemption request.
3. The director may grant an exemption request in whole or in part, with or without conditions, for a period of up to one year upon a finding that a food vendor seeking the exemption has demonstrated that strict application of the prohibitions in Section 9.10.3210 would cause undue hardship or financial hardship as defined in this Section.
4. If a food vendor who has been granted an exemption wishes to have the exemption extended, the vendor must re-apply for the exemption thirty (30) days prior to the expiration of the exemption and demonstrate continued undue hardship or financial hardship. Extensions may be granted for a period not to exceed one year.
5. Exemption decisions are effective immediately and are final and not subject to appeal.

SECTION 2. This ordinance shall be effective on January 1, 2014.

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1/15/2013

PASSED FOR PUBLICATION of title this _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

_____
CHUCK REED
Mayor

ATTEST:

_____
TONI J. TABER, CMC
Acting City Clerk

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Chapter 5.39
ENVIRONMENTALLY ACCEPTABLE FOOD CONTAINERS AND SERVICE WARE

Sections:

5.39.010 Definitions

5.39.020 Polystyrene foam food containers and service ware prohibited

5.39.030 Exemptions

5.39.040 Violations

5.39.010. Definitions.

Unless otherwise expressly stated, whenever used in this chapter, the following terms shall have the meanings set forth below:

(a) "Customer" means a person obtaining prepared food from a food provider.

(b) "Food container" means a container that is used, or is intended to be used, to hold prepared food. "Food container" includes, but is not limited to, a cup, bowl, plate, tray, carton, or clamshell container that is intended for single use.

(c) "Food provider" means any vendor, business, organization, entity, group or individual located in the city of Sunnyvale that offers food or beverages to the public for consumption on or off premises, regardless of whether there is a charge for the food. "Food provider" includes, but is not limited to, restaurants, retail food establishments, caterers, cafeterias, stores, shops, sales outlets, grocery stores, delicatessens, itinerant restaurants, pushcarts, and vehicular food vendors.

(d) "Food service ware" includes plates, bowls, cups, lids, straws, stirrers, forks, spoons, knives, napkins, trays, and other items primarily designed for use in consuming food.

(e) "Polystyrene foam" means a container made of blown polystyrene, and expanded and extruded foams (sometimes called Styrofoam™) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of monomer spheres (expanded bead polystyrene), injection molding, foam

molding, and extrusion-blown molding (extruded foam polystyrene), which is used, or is intended to be used, to hold prepared food.

(f) "Prepared food" means any food, including beverages, that is served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared for consumption, including but not limited to ready-to-eat and takeout food.

(g) "Vendor" means any store or business which sells or offers goods or merchandise, located or operating within the City of Sunnyvale.

5.39.020 Polystyrene foam containers and service ware prohibited.

(a) On or after _____, 2013, a food provider shall not dispense prepared food to a customer in a polystyrene foam food container.

(b) On or after _____, 2014, polystyrene foam food containers and polystyrene foam food service ware shall not be sold or provided by any vendor in the City of Sunnyvale.

5.39.030. Exemptions.

The following are exempt from the provisions of this Chapter:

(a) Raw eggs and raw, butchered meat, fish, or poultry that is sold from a butcher case or a similar retail appliance.

(b) A food provider may dispense prepared food to a customer using polystyrene foam containers if that food provider demonstrates, in writing, to the satisfaction of the director of environmental services that compliance with the provisions of this Chapter will impose a unique problem, not generally applicable to other persons in similar circumstances, that will result in an undue economic hardship. The director of environmental services shall put the decision to grant or deny an exemption in writing and may exempt the food vendor pursuant to this subdivision until _____, 2014, or not more than one year from the date of the demonstration, whichever date is sooner. The Director's decision shall be final.

5.39.040. Violations.

(a) The director of environmental services has primary responsibility for enforcement of this chapter. The director of environmental services is authorized to promulgate regulations and to take any and all other actions reasonable and necessary to enforce this chapter, including,

but not limited to, investigating violations, issuing fines and entering the premises of any store during business hours.

(b) If the director of environmental services determines that a violation of this chapter has occurred, he or she will issue a written warning notice to the operator of the vendor or food provider that a violation has occurred and the potential penalties that will apply for future violations.

(c) Any vendor or food provider that violates or fails to comply with any of the requirements of this chapter after a written warning notice has been issued for that violation shall be guilty of an infraction.

(d) If a vendor or food provider has subsequent violations of this chapter that are similar in kind to the violation addressed in a written warning notice, the following penalties will be imposed and shall be payable by the operator:

(1) A fine not exceeding one hundred dollars for the first violation after the written warning notice is given;

(2) A fine not exceeding two hundred dollars for the second violation after the written warning notice is given; or

(3) A fine not exceeding five hundred dollars for the third and any subsequent violations after the written warning notice is given.

(e) A fine shall be imposed for each day a violation occurs or is allowed to continue.

(f) All fines collected pursuant to this chapter shall be deposited in the Wastewater Management Fund of the department of environmental services to assist the department with its costs of implementing and enforcing the requirements of this chapter.

(g) Any vendor or food provider who receives a written warning notice or fine may request an administrative review of the accuracy of the determination or the propriety of any fine issued, by filing a written notice of appeal with the director of environmental services no later than thirty days after receipt of a written warning notice or fine, as applicable. The notice of appeal must include all facts supporting the appeal and any statements and evidence, including copies of all written documentation and a list of any witnesses, that the appellant wishes to be considered in connection with the appeal. The appeal will be heard by a hearing officer designated by the director of environmental services. The hearing officer will conduct a hearing concerning the appeal within forty-five days from the date that the notice of appeal is filed, or on

a later date if agreed upon by the appellant and the city, and will give the appellant ten days prior written notice of the date of the hearing. The hearing officer may sustain, rescind, or modify the written warning notice or fine, as applicable, by written decision. The hearing officer will have the power to waive any portion of the fine in a manner consistent with the decision. The decision of the hearing officer is final and effective on the date of service of the written decision, is not subject to further administrative review, and constitutes the final administrative decision

Appendix B

Baseline Estimates

BASELINE ESTIMATES OF DISPOSABLE POLYSTYRENE FOAM FOOD WARE CONTAINER USE IN THE PROJECT AREA

Prepared by

David J. Powers & Associates, Inc.

For

City of San José

July 2013

ENVIRONMENTAL BASELINE

The project proposes to ban the use of expanded or extruded polystyrene (EPS) foam food service ware by restaurants and food service establishments within participating jurisdictions in Santa Clara County. Foam food service ware products generally include hot and cold cups, plates, clamshells, and in some cases food trays.[1] Some jurisdictions may also choose to adopt ordinances restricting EPS foam foodservice ware sales in stores and retail outlets. A restriction on sales of EPS foam coolers or ice chests could also be included in ordinances adopted by participating jurisdictions.

The California Environmental Quality Act (CEQA) requires that environmental analysis identify the impact of a proposed project upon the existing physical conditions 'on the ground". "Existing conditions" is usually defined as conditions that exist when the environmental analysis begins. The environmental analysis for this project was undertaken in Spring 2013. Data available in the Spring of 2013 from prior years therefore defines the baseline period for this environmental analysis.

1.0 Baseline EPS Foam Food Ware Use

EPS foam is one of a number of materials used to manufacture disposable or single-use food service ware. Precise information on the number of EPS foam cups, plates, clamshells and food trays used or distributed within the project area (i.e., within each jurisdiction or cumulatively across Santa Clara County) is not readily available from government agencies or other independent sources. In the absence of precise data, an estimate for the project area can be derived in several ways, as discussed below. The following discussion summarizes estimated baseline use projected from readily available information on EPS foam food service ware 1) manufacture, 2) occurrence in the waste disposal stream and 3) as litter. Where information is for larger sample areas (e.g., national or state) estimates are presented on a per capita basis. For smaller sample areas (e.g., an individual city or town), projected baseline rates are adjusted on a per capita or per service population (residents + employees) basis to reflect the influence of both residents and the daytime population of employees.1.1

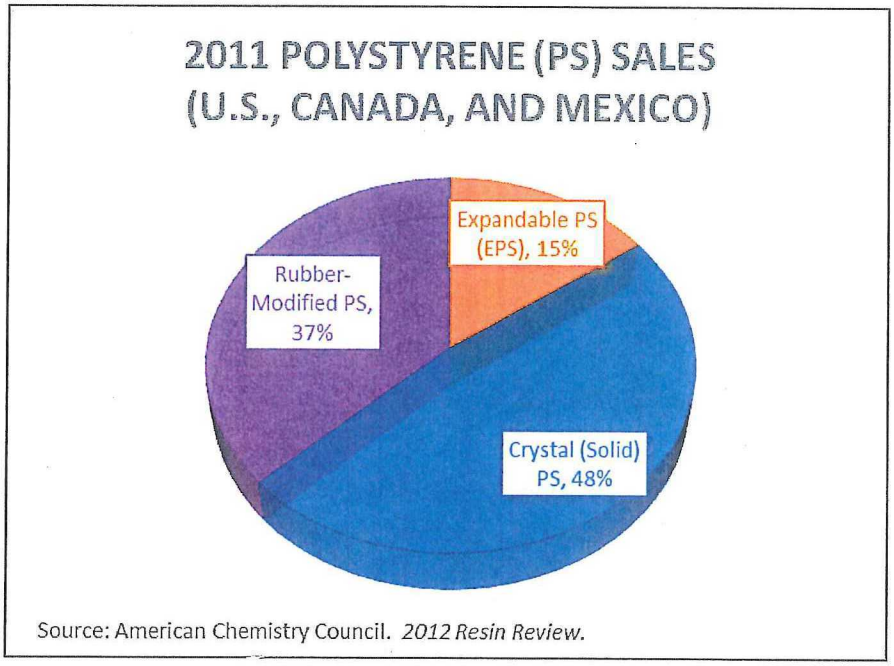
Baseline Estimates Based on EPS Foam Food Ware Production

In a 2004 report to the California State Legislature, the California Integrated Waste Management Board (now CalRecycle) estimated the statewide annual amount of polystyrene production and sales for various categories.[2] In terms of market share, an estimated 156,829 tons of EPS were used in consumer and institutional settings, This category includes: disposable food serviceware (including disposable cups) and a range of other goods such as dinner and kitchenware, toys, sporting goods, household and institutional refuse bags and film, personal care items, healthcare and medical products, hobby and graphic arts supplies (including photographic equipment and supplies), apparel,

[1] A clamshell is a foldable, closable container that holds food ranging from sandwiches to take-out dinners.
[2] California Integrated Waste Management Board. 2004. *Use and Disposal of Polystyrene in California A Report to the California Legislature.* December 2004.

footwear, luggage, buttons, lawn and garden tools, signs and displays and credit cards. It is important to note that not all of the polystyrene included in this estimate would be foamed or expanded polystyrene. These estimates were based on an extrapolation of California's share of a larger market in the 2002 Edition of *The Resin Review: The Annual Statistical Report of the U.S. Plastics Industry* prepared by the American Chemistry Council. Using 2000 census figures, annual per capita use of all polystyrene in a consumer and institutional settings in California would be about 9.3 pounds per person.[3] The percentage of food ware that makes up this category was not specified and therefore, is unknown.

In the 2012 Edition of *The Resin Review,* total sales of polystyrene to the NAFTA region (Canada, Mexico, and the United States) were listed as 4.7 billion pounds in 2011.[4] This total includes all types of polystyrene and is not limited to EPS foam.



Food packaging and food service and expandable polystyrene (EPS) sales categories were tabulated in the 2012 Resin Review, however, there was not a standalone category of single-use EPS food ware. Total sales of EPS in 2011 in the NAFTA region was 821 million pounds (about 1.8 pounds/capita), however, this amount includes exports and products other than food ware.

In comparison, EPS sales in 2010 for just the United States and Canada, were 782 million pounds, or about 2.3 pounds/capita. The percentage of EPS as a proportion of total polystyrene resin sales was about the same (15 percent).

The statistics included in the 2012 Resin Review also included data for 2007-2010 for distribution in Canada and the United States and for 2011 in the NAFTA region. Using a similar technique of adjusting values to reflect California's share based upon U.S. Census data as in the 2004 report to the California Legislature, the distribution to the major market of Consumer and Institutional uses is shown in Table B-1. For the most recent year with production data for the U.S. and Canada (2010),

[3]Based upon U.S. Census Bureau data, California's population on April 1, 2000 was about 33,871,648 persons.
[4] American Chemistry Council. 2012. *The Resin Review (The Annual Statistical Report of the North American Plastics Industry.* 2012 Edition.

the production data on a per capita basis for the Consumer and Institutional Market would be about seven (7) pounds of EPS per capita.[5]

A challenge with obtaining or using information based upon EPS foam food ware production is that information is generally collected by research firms or trade organizations on a fee basis and based upon confidential reporting. As noted in a recent report prepared by MB Public Affairs on EPS foam food ware use in New York City, food service ware sales (in dollars) were estimated from the confidential sales information provided from industry sources.[6]

Table B-1
Distribution of Polystyrene Resin to Consumer and Institutional Market
(millions of pounds)

	2007	2008	2009	2010	2011
Canada & United States	3,028	2,851	2,647	2,376	--
Canada, Mexico and United States	--	--	--	--	2,518
California	333	314	291	261	209
Santa Clara County	16	15	14	12	10

Notes: California makes up about 12 percent of the population of the United States and about 11 percent of the combined populations of the United States and Canada based U.S. and Canadian census values. California made up about eight (8) percent of the population of the United States, Canada, and Mexico in 2011.
The combined population of the United States and Canada in 2010 was about 342 million people. The combined population of the United States, Canada and Mexico (NAFTA) was about 450 million people.
Santa Clara County's population was about 4.8 percent of the total population of the State of California during this period. Population estimates for Santa Clara County for the period of 2007-2011 are from the California Department of Finance.[7]

Based upon a review of the categories for polystyrene resin sales and production in the 2012 Edition of *The Resin Review*, the baseline use of EPS foam food ware could range from about 1.8 pounds per capita to a high of about seven (7) pounds per capita.

[5] The production estimates for 2011 in the 2012 report, which include the entire NAFTA area, increased by approximately six (6) percent from 2010 when the survey area was the United States and Canada. The additional population of Mexico represents about 24 percent of the population of the United States, Canada and Mexico (the NAFTA area). Since the increase in production for the larger area does not appear proportional to the increase in population and this is the first year of reporting, the 2010 estimate likely is a more representative value for California on a per capita basis.

[6] MB Public Affairs. 2013. *Fiscal & Economic Impacts of a Ban on Plastic Foam Foodservice and Drink Containers in New York City.* March 2013. Accessed April 19, 2013. Available at: <http://www.prnewswire.com/news-releases-test/new-study-details-economic-and-environmental-costs-of-nyc-polystyrene-ban-199167951.html>. Estimates of use by number of units or by weight were not provided in this economic study.

[7] State of California, *Department of Finance, E-8 Historical Population and Housing Estimates, 2000-2010 Report, by Year.* Sacramento, California, November 2012.).

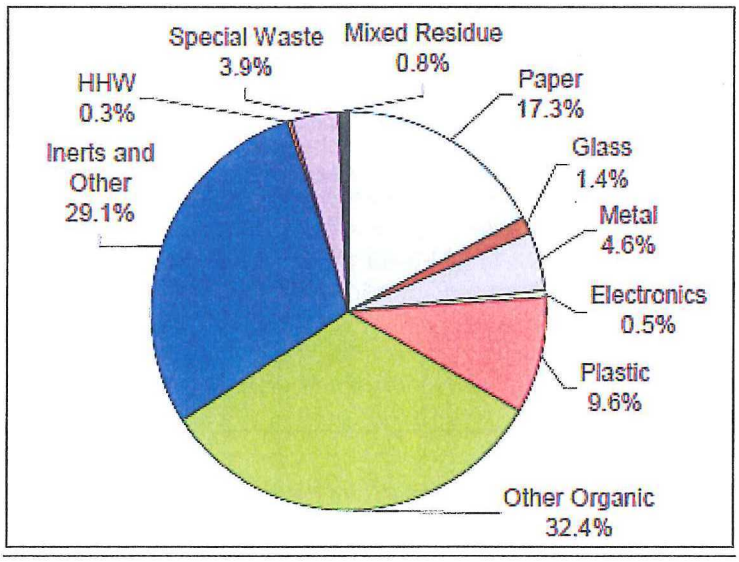
1.2 Baseline Estimates Based on Waste Characterization and Litter Studies

1.2.1 EPS Foam Food Ware in Solid Waste

Waste characterization studies that cover some or all of the project area include both statewide studies and studies conducted within the Cities of San Jose, Sunnyvale, Mountain View and Palo Alto. EPS foam food ware is a component of solid waste in the plastics category.

Statewide Waste Characterization

The State of California periodically completes waste characterization studies to assist with the implementation of waste management strategies, including waste diversion programs, improvement of existing programs, and measures to reduce greenhouse gas emissions. The most recent statewide surveys were completed in 2008.[8]



Material Classes in California's Overall Disposed Waste Stream (2008)

Source: CIWMB. 2009. 2008 Statewide Waste Characterization Study

By weight, plastics are not in the top ten types of materials disposed of in California. PS foam food ware would generally be placed in one of two subcategories: *#3-#7 Other Containers* or *Remainder/ Composite Plastic.* These subcategories include other materials such as bottles for salad dressings and vegetable oils, flexible and brittle yogurt cups, egg and other food trays, and plastic strapping that would not be limited by the ordinance. An estimated 163,008 tons of *#3-#7 Other Containers* and 1,104,719 tons of *Remainder/Composite Plastic* was disposed of in 2008. Single use EPS foam food ware uses statewide would be a subset of these two subclasses, however, as these categories

[8] CIWMB. 2009. *California 2008 Statewide Waste Characterization Study.* Prepared by Cascadia Consulting Group. Available at: < http://www.calrecycle.ca.gov/WasteChar/WasteStudies.htm>

include a wide range of other items and EPS foam is relatively light, a meaningful estimate of EPS foam food ware use cannot be made from this data.

2008 Waste Characterization Study for the City of San Jose

A waste characterization study for the residential and commercial sectors was conducted in the City of San Jose in March 2008.[9] Unlike the 2008 statewide survey, expanded polystyrene was specifically assessed. In the 2008 San Jose study the polystyrene subcategory includes food and non-food containers and packing materials. Examples included cups and plates, egg cartons, foam packing, meat trays, packing "peanuts," take-out and other food and beverage containers. A total of 1,011 tons (0.1 percent of the total) were generated by the residential sector citywide and 1,610 tons were generated by the commercial sector. These values would include some materials such as egg cartons, foam packing, meat trays and packing peanuts that would not be covered by the proposed ordinance. The study also noted that 563 tons of polystyrene was recycled; this would not include single use EPS foam food ware.

Based on this waste characterization study, an estimate of EPS foam food ware use (not accounting for materials improperly disposed of as litter and not collected) would be up to 2,621 tons, or 5.3 pounds per capita and 3.9 per service population.[10] This estimate could be a conservatively high value for EPS food ware use as the total expanded polystyrene subcategory includes some items, such as egg cartons and packing material, not effected by the model ordinance.

2010 Waste Characterization for Sunnyvale and Mountain View

A 2010 waste characterization report found that EPS[11] food packaging makes up an estimated 689 tons per year of waste transferred to the landfill from the cities of Sunnyvale and Mountain View after materials recovery at the Sunnyvale Materials Recovery and Transfer Station (SMaRT Station®). This is about 0.5 percent of the total waste disposed.[12] The EPS food packaging subcategory specifically included clamshells, cups, plates, and bowls. This represents approximately 6.4 pounds per year per capita or 4.1 pounds per year per service population of the two cities.[13]

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[9] Cascadia Consulting Group. 2008. *City of San Jose Waste Characterization Study Final Report - DRAFT* May 2008.

[10] Based upon an estimated population of 985,307 and a service population of 1,354,757 (985,307 residents plus 369,450 jobs) for the City of San Jose in 2008. (Source: City of San Jose. 2010. *Envision San Jose 2030 General Plan Final Program EIR*).

[11] Note: In some studies, the term EPS refers to all PS foam food ware, both expanded (e.g., cups) and extruded foam (e.g., plates and clamshells). Unless otherwise noted, EPS categories in waste categorization studies includes both types of PS foam food ware.

[12] City of Sunnyvale. 2010. *City of Sunnyvale Waste Characterization Report.* Prepared by Cascadia Consulting Group. November 2010.

[13] Based upon a combined population for the cities of Sunnyvale and Mountain View in 2010 of 214,147 persons and a service population of 337,147 (jobs + residents. (Sources: 2010 Census data and Association of Bay Area Governments. 2013. *Draft Plan Bay Area: Draft Forecast of Jobs, Population and Housing.* March 2013)

The report also included waste survey estimates for the City of Sunnyvale alone. EPS food packaging in the waste stream was estimated at 314 tons, or 29 pounds per year per service population (140,081 residents + 75,000 jobs).

Other Waste Characterization or Use Studies

A recent waste characterization study completed for the City of Palo Alto sampled waste materials taken to the SMaRT Station® in the City of Sunnyvale in 2012. EPS foam (EPS) materials made up 114.3 tons or approximately 0.4 percent of waste materials from the City overall[14]. This waste characterization was completed at a time that the City's existing ordinance on foam food ware was in place. Unlike the 2010 waste categorization for Sunnyvale and Mountain View, this study did not separate EPS packaging from food ware and by definition included drinking cups, egg cartons, meat trays, packing blocks, packing peanuts, plates and bowls, and take-out containers. Sources of EPS materials in the waste stream could include allowed meat trays and containers used in residences or for food purchased outside the City. Some, but an undetermined amount of EPS materials estimated in this study would be effected by implementation of an ordinance in neighboring cities or adoption of a limit on sales of empty containers or EPS foam ice chests in the City.

Limited user surveys have been undertaken in the City of Milpitas and unincorporated Santa Clara County of businesses that use single-use disposable food containers. In a survey of 25 businesses in the City of Milpitas, about one-half (13) used EPS foam food containers. Of the businesses that use polystyrene take-out containers, the majority estimated use of more than 2,000 pieces per month of clamshells, soup cups with lids, hot drink cups, cold drink cups, plates, and other products.[15] An estimate of monthly use by food service businesses was not projected citywide, however.

The County of Santa Clara survey results were also limited by sample size and are discussed under *Baseline Estimates Used in Other Environmental Review,* below.

1.2.2 EPS Foam Food Ware in Litter

Litter is waste that is improperly discarded. Due to the aesthetic, health, and environmental effects of litter, a number of organizations and government agencies track and characterize trends in litter generation, human behavior, and fate in the environment. The following section reviews some of the results of litter studies, as they apply to the estimation of EPS foam food ware use and contribution to litter in the project area.

It is important to note that it is difficult to document and categorize litter because it is the result of human behavior (frequently impulsive behavior) and littered materials are operated on by various environmental factors, such as wind, sunshine, and rain. It is also difficult to compare study results because there is no one standardized methodology that is appropriate for studies in all environments (e.g., streets, highways, parks, waterways, and shorelines). Comparisons are further complicated by

[14] Cascadia Consulting Group. 2013. *Waste Characterization Report City of Palo Alto.*
[15] Cascadia Consulting Group. 2011. *Expanded Polystyrene Food Service Take-Out Container Study.* Prepared for the City of Milpitas. April 26, 2011.

different systems or categories used to identify the materials that are littered. For example, EPS foam food ware is a type of plastic and may not be counted separately from other plastics or miscellaneous categories.

National Litter Generation Studies and Review

Keep America Beautiful is a national organization that has funded a number of studies that characterize quantities, types, and location of litter. In a recent fact sheet, it was noted that litter is often discarded at transition points where pedestrians consuming a food (or tobacco products) discard the product before entering. [16] In addition to being found along roadways, litter also collects in storm drains, loading docks, recreation areas, near construction sites and in retail districts. A 2009 study estimated that 4,660,930 tons of litter is collected annually nationwide by cities, counties, state government, educational institutions and businesses.[17] On a per capita basis, this would be about 30 pounds of litter per person.

In a 2012 study underwritten by the American Chemistry Council Plastics Foodservice Packaging Group, Environmental Resources Planning LLC summarized the results of a number of litter characterization studies, including one from San José that recorded amounts of polystyrene foam food service products in urban street litter. A median value of 1.5 percent of "large" litter[18] (by count) was reported to be EPS foam food ware, based upon 19 surveys between 1994 and 2008 in jurisdictions in the United States and Canada.

The 2009 San Jose study of litter "hot spots" reported 2.3 percent of litter was polystyrene foam food ware, which was higher than a number of the other studies and the median value. About 0.8 percent EPS foam food ware (of total large litter) was also listed for a 2008 San Jose street litter audit. EPS foam food ware reported in the small litter category was less than the large litter category. Only studies that use techniques of characterizing EPS foam litter by count, rather than volume or weight were reviewed as the author opined that counts are

Methods of Measuring Litter in the Environment

Several different metrics are used in litter or trash assessments and in some cases more than one type of measurement is used to meet the goals or purpose of the assessment. Counts of "large" or "small" litter by category or type of material have been chosen as an appropriate metric for a number of street and roadway litter studies. Other ways to assess quantities of litter on streets or in waterways include by weight and by volume. Characterizing litter by weight can distort the proportion of each litter type by heavy items, such as wood, metal, and containers with liquids, though it provides information that is of interest in terms of litter collection, in terms most people can understand. For a recent estimate of trash loading in stormwater runoff in the South Bay Area, the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) chose to primarily use a volume metric. This was done in part to assess the visual impact of litter as well as characterizing the relative amounts of litter that could reach local waterways, including pieces of PS foam.

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[16] Keep California Beautiful. *Litter Facts*. April 18, 2010. Accessed April 12, 2013. Available at: <http://www.keepcabeautiful.org/facts/litter-facts.html>.

[17] MSW Consultants. 2009. *2009 National Visible Litter Survey and Litter Cost Study*. Prepared for Keep America Beautiful, Inc. September 18, 2009.

[18] "Large Litter" in the San Jose and other litter studies referenced in the review generally consisted of litter greater than or equal to four square inches in size.

more precise and have lower variability than surveys by volume or weight (unless tallies are also included). The review of national and Canadian litter counts concluded that EPS foam food ware is a small proportion (1.5 percent) of litter.

City of San Francisco Street Litter Audits

Audits of litter on streets in the City of San Francisco were conducted in 2007, 2008, and 2009. Litter was categorized by size and material type.[19] Litter was classified as "large litter" for those items over four (4) square inches in size or as "small litter" for items less than 4 square inches. In the large litter category, paper and fiber[20] materials contributed the largest component (46 – 54 percent percent) of the total large litter. Plastic materials, including unidentified miscellaneous plastic litter that is weathered and could not be identified with certainty, were the second most significant material type in the large litter category. In the small litter category, glass and cigarette butts were in the top two by number of items. Polystyrene foam pieces made up one percent of the counted small litter in 2009.

At the time of the 2009 litter audit two types of items, retail plastic bags and polystyrene packaging materials, were regulated under the municipal code. Ordinances regulating the use of these products were not in place at the time of the first audit in 2007. Both retail plastic bags and polystyrene litter decreased as a percentage of total large litter between 2007 and 2009. In the analysis of litter observations by major category, the percent of polystyrene cups making up "large litter" decreased between 2007 and 2009 while paper and plastic cups increased (HDR at p. 41).

These litter audits observed the number of pieces of litter at selected sites and do not provide an estimate of total numbers or weight of food service ware in litter citywide. The results for the one sample year after implementation of an ordinance on EPS foam food ware appears to show a decrease in the number of polystyrene cups while other cups increased in frequency. In other words, it appears that in 2009 there was a shift from EPS foam to substitutes, but no change in the overall amount of food ware litter.

City of San Jose Litter and Trash Characterization Studies

The City of San Jose has conducted a number of trash characterization studies at locations throughout the City that look at the volume, counts, and/or weight of litter found in the environment. These studies include:

- SAIC. 2008. *The City of San Jose Streets Litter 2008*. Prepared for City of San Jose Department of Environmental Services. September 30, 2008.
- City of San Jose. 2009. *Targeted Litter Assessment.*
- City of San Jose. 2012. *Litter Assessment Data.* Spreadsheet.

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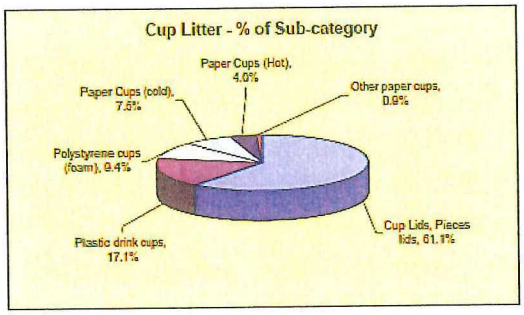
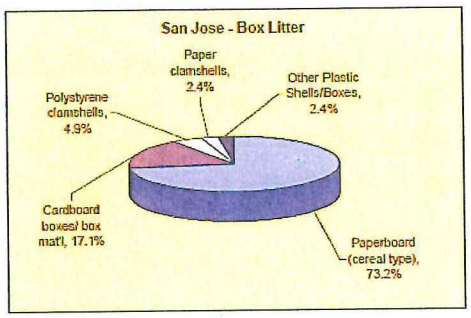
[19] HDR. 2009. *The City of San Francisco Streets Litter Re-Audit 2009.* Prepared for the City of San Francisco San Francisco Environment Department. September 2009.

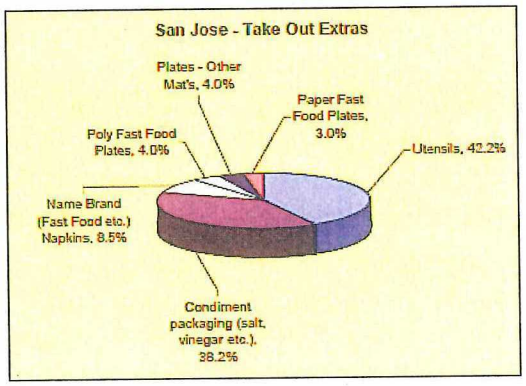
[20] Fiber based litter included paper, paperboard, cardboard, towels, napkins, newspapers, books, flyers, printed materials, business forms, stationary, paper packaging, and paper bags.

The 2008 street litter survey counted items of litter found at 125 randomly selected sites. Like the studies conducted for the City of San Francisco, litter was categorized by size and material type. EPS foam cups were found to make up 0.65 percent of the "large litter" counted. EPS foam plates and clamshells made up 0.1 and 0.05 percent respectively, for a total of 0.8 percent of EPS foam food ware.

The relative breakdown of EPS foam food ware within three categories, cups, plates and boxes in the 2008 study provides some insight into other products reported in 2008. These breakdowns are shown below.







Categories of Litter Reported at Selected San Jose Locations
By Litter Count (2008)
Source: SAIC, 2008.

The 2009 targeted litter assessment included litter counts at 48 sites in the City of San José with relatively high concentrations of litter (e.g., litter "hot spots"). The goal was to quantify and characterize litter found at these hot spot sites. A total of 7,917 pieces of litter were counted from the 48 sites for an average of 165.5 items per site. Overall, about 12.4 percent of the items were classified as fast food items and 9.5 percent were cups. The assessment also included sub-categories for several polystyrene food ware products. At the targeted sites, the percent of total "large litter" included:

- 1.6 percent polystyrene foam cups
- 0.4 percent polystyrene foam food plates
- 0.2 percent polystyrene clamshells.

Polystyrene trays, which depending on their use, may not be covered by the proposed ordinance made up about 0.2 percent of the total large litter.

In 2012, litter was counted at 31 sites in the city. Polystyrene food ware products made up about 3.5 percent of the total litter counts. The breakdown by polystyrene food ware type was:

- 2.2 percent polystyrene foam cups
- 0.8 percent polystyrene foam food plates (rounded)
- 0.1 percent polystyrene clamshells (rounded).

Polystyrene foam trays were approximately 0.5 percent of the 2012 total litter count.

In summary, the street litter assessments completed in San Jose range from a random sampling of counted litter to surveys of litter "hot spots" with litter counts recorded. EPS foam food ware generally makes up four percent or less of total litter. EPS cups and plates appear to be more prevalent in these assessments, where measured, than EPS clamshells. Individual subcategories (e.g., EPS foam plates, clamshells) likely are less than one percent of total litter by count, volume or weight. The 2008 study, using random samples, provides the most representative assessment of litter citywide, while the other assessments focus on areas where litter has found to be more prevalent or concentrated.

NPDES Audits and Studies

Trash characterization and loading in waterways has been addressed in a number of recent studies undertaken starting in 2009 in the portion of the project area that drains to San Francisco Bay (i.e., the jurisdictions and area of the County roughly north of Morgan Hill). As a part of the Municipal Regional Stormwater Permit (MRP) issued by the San Francisco Bay Regional Water Quality Control Board, litter audits have been completed for a regional study to assess the types and amounts of trash transported via urban runoff.

Trash, including single-use food ware, is transported to local creeks and San Francisco Bay shorelines through three primary pathways: 1) curbs/gutters, storm drain lines and open channels that are part of storm water collection systems in urban areas; 2) wind; and 3) illegal dumping into water bodies.[21]

Preliminary findings for each of the Santa Clara County MRP co-permittees are summarized in Table B-2. Approximately 3,900 cubic yards of trash that could reach creeks in the San Francisco Bay Basin is estimated to be generated annually. SCVURPPP estimates that approximately eight percent of this trash by volume, or 311 cubic yards, is EPS foam food ware. These values are projected, in part, based upon land use types in an effort to identify baseline trash generation that is transported to waterways via urban runoff. The results of studies will be presented to the SF Bay RWQCB in 2013.

[21] SCVURPP. 2013. *Urban Runoff Trash Management Reducing Impacts in Santa Clara Valley Creeks and San Francisco Bay*. February 2013.

Table B-2
Estimated Volume of Trash Reaching Storm Drain Inlets[1]
(Stormwater Trash)

Jurisdiction	Estimated Volume of Trash Generated Annually[1]	Estimated Volume of EPS Foodware & Beverageware Trash Generated Annually[3]		
	Best Estimate (Gallons)	Low Estimate (Gallons)	**Best Estimate (Gallons)**	High Estimate (Gallons)
Campbell	17,186	1,025	**1,367**	1,709
Cupertino	25,292	1,509	**2,012**	2,515
Los Altos	10,393	620	**827**	1,034
Milpitas	38,302	2,285	**3,047**	3,809
Monte Sereno	426	25	**34**	42
Mountain View	44,736	2,669	**3,559**	4,449
Palo Alto	31,955	1,907	**2,542**	3,178
San Jose	302,474	18,048	**24,064**	30,080
Santa Clara	64,636	3,857	**5,142**	6,428
Saratoga	8,032	479	**639**	799
Sunnyvale	82,628	4,930	**6,574**	8,217
County of Santa Clara	37,425	2,233	**2,977**	3,722
Los Altos Hills	835	50	**66**	83
Los Gatos	13,224	789	**1,052**	1,315
Totals (Gallons)	**677,543**	**40,428**	**53,904**	**67,380**
Totals (Cubic Yards)	**3,904**	**233**	**311**	**388**

[1]As reported in Short-Term Trash Load Reduction Plans as a part of Baseline Trash Generation Rates Characterization in the San Francisco Bay Area.

[2]Estimates based on the total amount of uncompacted trash/EPS measured in Storm Drain inlets and CDS units (5 events) in San Jose and Sunnyvale. Best = percentage of EPS compared to all trash; High and low assume measurement error of (+/-) 25% when characterizing trash/EPS.

[3] Simple multiplication of annual trash load generated and percentage EPS (low = 6 percent, best estimate = 8 percent, and high = 10 percent)

Source: Chris Sommers, EOA, Inc. for SCVURPPP. April 24, 2013.

Information on Litter in the South Santa Clara County Area

The area of Santa Clara County south of Morgan Hill, including the cities of Morgan Hill and Gilroy, drain to Monterey Bay and have not been covered by trash and litter assessments and characterization conducted as a part of the MRP under the NPDES program. Trash has been collected twice per year along several local creeks on an annual basis since 2007 and the weight of trash (and recyclables) collected reported.[22] Tens of pounds to over 1,000 pounds of trash were collected at individual sites. A breakdown of the composition of trash collected (e.g., plastics, paper, EPS foam food ware) is not included in the past events results posted by the *Creek Connections Action Group*, which organizes the annual cleanups. The City of Morgan Hill also periodically conducts a trash collection along creeks as part of an annual City Beautification event.[23] Trash collection locations have included Llagas Creek, Chesbro Reservoir, Anderson Lake and West Little Llagas Creek in the Morgan Hill area and Coyote Lake, Uvas Reservoir, Uvas Creek and Upper Miller Slough near Gilroy.

Conclusions Regarding Baseline EPS Foam Food Ware Quantities in Litter

Data collected in some recent street and creek litter surveys provides information on the relative proportion of EPS foam food ware in total litter. By all measures (count and volume) the proportion is generally less than 10 percent by volume in stormwater systems and ranging from less than one percent to 3.6 percent by count in street litter.

There are several challenges with using litter surveys to estimate the amount of EPS foam food ware use not captured by waste characterization studies. First, the material surveyed may not have been deposited within a measurable time frame, such as a month or year. Second, litter studies in urban settings are generally conducted to count pieces of litter and/or the volume of litter in order to assess visual impacts or provide information for collection or minimization efforts and the results are not extrapolated to a community wide basis. Third, due to the fact that some litter is more friable (e.g., EPS foam breaks into pieces more readily that crystalline EPS or fiber products), counts of litter, especially in storm drains and creeks, makes estimates by weight or numbers of whole cups, clamshells or plates difficult, if not infeasible.

The recent survey conducted for SCVURPPP as part of a regional characterization of trash reaching creeks estimates 311 cubic yards of uncompacted polystyrene foam food ware trash for the jurisdictions covered by the SF Bay RWQCB's MRP in Santa Clara County (this area does not include south county areas from Morgan Hill south). Assuming the density of this uncompacted litter would be similar to that of collected waste, the estimated 311 cubic yards of expanded polystyrene foam could weigh about 3,000 pounds (or 1.5 tons).[24] This would be a conservatively

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[22] Creek Connections Action Group. "Past Events Results". Accessed April 24, 2013. Results for individual clean ups Available at: <http://www.cleanacreek.org/Pasteventsresults_main%20page.asp>.

[23] City of Morgan Hill. "City Beautification Day 2011". Accessed April 25, 2013. Available at: <http://www.morgan-hill.ca.gov/index.aspx?NID=1002&ART=3302&ADMIN=1>.

[24] The weight of expanded polystyrene materials are variable. One manufacturer of non-food products offers expanded PS foam insulation at densities ranging from 0.7 – 3 pounds per square foot (Source: American Insulation Corporation. "What is EPS?". Available at: http://insulationcorp.com/eps/)/). CalRecycle lists the density of "Polystyrene blown, formed foam" as 9.62 pounds per cubic yard in a posted list of conversion factors for various

high estimate of the weight of EPS foam food ware in stormwater system litter extrapolated from the data if the spaces between items was greater than those for the CalRecycle waste conversion factors. On a weight and volume basis, the amount of EPS foam food ware found in litter transported in storm drain systems appears to be a fraction of the approximately four pounds per service population of EPS foam food ware properly disposed of and collected by various jurisdictions in the project area. Several thousand tons of annual EPS foam food ware were tabulated for three jurisdictions, Sunnyvale, Mountain View and San Jose, in waste characterization studies discussed previously. Therefore, the addition of EPS foam food ware found as litter would not substantially effect per service population estimates of use by weight.

In conclusion, the baseline for EPS food ware appearing as litter in Santa Clara County is:

- Street Litter: about 0.8-3.6 percent by count of large litter (four square inches in area or more) on streets based upon citywide and hot spot street litter surveys in San José; and
- Stormwater System Litter:
  - about eight (8) percent by volume based upon SCVURPP litter characterizations (i.e., trash loading) in storm drain systems discharging to creeks and waterways.[25]
  - about 311 cubic yards of EPS trash (roughly 3,000 pounds) per year in the SVURPP area.

While the PC foam trash in storm drain systems is roughly equivalent to about 3,000 pounds for the SCVURPP area, it should be noted that the SCVURPP litter characterizations do not include litter directly deposited in waterways by wind or dumping. Weight is generally not used in local litter studies as it does not assist with the assessment of the visibility or persistence of different types of litter in the storm drain systems and creeks.

types of waste (Available at: http://www.calrecycle.ca.gov/LGCentral/Library/DSG/Irecycl.htm). The estimate of 3,000 pounds is made using the density of 9.62 pounds per cubic yard.

[25] Refer to Table B-2 for a breakdown by jurisdiction.

1.3 Baseline Estimates Used in Other Environmental Review

1.3.1 County of Santa Clara

The County of Santa Clara conducted a telephone survey in 2011 and contacted approximately 80 percent of the 60 food service vendors in unincorporated areas of the County.[26] Use of EPS food and beverage containers at these vendors would be restricted by the then proposed Expanded Polystyrene Food and Beverage Containers Ordinance. Nineteen of the 29 vendors who participated in the survey did not use food containers or cups made from EPS. Use of EPS food containers by eight vendors ranged from a low of 50 to a high of 300 per month while use of cups by nine vendors ranged from 30 to 450. As the sample size was limited, the County concluded it was not possible to make an estimate of the total volume of EPS containers used by vendors in the unincorporated area of the County. A likely annual usage of 100,000 to 150,000 units was stated with the qualification that it was based on a limited response.

1.3.2 City of Fremont

Based in part upon a 2008 waste characterization study, the City of Fremont estimated that approximately 15% of plastic containers (129.1 tons) in the waste stream were expanded polystyrene food containers.[27] Assuming a population of approximately 209,257 in 2008;[28] that would represent approximately 1.2 pounds per person per year. On a service population basis, this estimate would be about 0.9 pounds (per residents + employees), assuming about 94,240 jobs within the City in 2008. On a per capita and service population basis, this would be lower than the estimates derived above for San Jose and Sunnyvale/Mountain View.

1.3.3 County of San Mateo

In a 2010 Notice of Intent to Adopt a Negative Declaration, a total of 2,696 food vendor business were reported in the County of San Mateo and these businesses were estimated to consume 351,500 units of polystyrene-based food ware containers, such as cups, clamshells and plates. The basis for this estimate was not listed.[29]

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[26] County of Santa Clara. 2012. *Expanded Polystyrene Food and Beverage Containers Ordinance.* April 12. 2012. p.9.
[27] City of Fremont. *Expanded Polystyrene Food Service Ware Ban Draft Negative Declaration.* April 2010.
[28] State of California, *Department of Finance, E-8 Historical Population and Housing Estimates, 2000-2010 Report, by Year.* Sacramento, California, November 2012.
[29] County of San Mateo. 2010. Notice of Intent to Adopt a Negative Declaration for the *Ordinance Prohibiting Food Vendors From Using Polystyrene-Based Disposable Food Containers.*

1.4 Summary of EPS Foam Food Ware Annual Use Estimates

Information on the number single use EPS foam food ware containers (e.g., cups, bowls, plates, clamshells and ice chests) used in the project area was not found to be readily available. Estimates of EPS foam food ware use were assessed based upon available information on EPS foam production and sales, waste characterization and litter studies and are summarized in Table B-3.

Challenges were encountered where EPS foam and/or food ware information was not separately characterized and where the units measured (such as litter counts) could not reliably be projected to the various uses with the jurisdictions in the project area.

An industrywide review of polystyrene resin production which covered the years 2007-2011 and the United States and Canada (and Mexico in 2011) unfortunately did not include a specific category for EPS foam food ware. The EPS category and institutional and consumer categories, which both include food ware, were examined and a per capita use estimate of 1.8 pounds per person of EPS in 2011 within the U.S., Canada, and Mexico made. Uncertainties include the amount of foam food ware (e.g., versus building insulation) within this category as well as the possible differences in per capita use between Santa Clara County and Canada and Mexico, which were included in the sales information.

Local waste characterization studies completed in 2008 and 2010 contain appropriate information on the weight of EPS foam food ware that can be averaged on a per service population (jobs + residents) basis. The use of the service population metric is appropriate in this case as single-use food ware is used by both residents and workers and in most of the larger communities in the project area there are considerable numbers of workers that use single use food ware who commute and do not reside within those jurisdictions. There is some uncertainty in the estimates where the percentage of EPS foam food ware was estimated (City of Fremont) or where some EPS foam food ware that would not be covered by the ordinance was included (2008 San Jose Waste Characterization).

Available litter studies did not generally attempt to quantify the weight, volume or counts of litter across an entire community or region. Recent surveys prepared for SCVURPP estimate that EPS foam food ware contributes about 133 cubic yards of uncompressed materials to litter in creeks that drain within the project area to San Francisco Bay (with just over 90 percent of the service population). By weight, this would not result in a discernable change in estimated EPS foam wood ware use based on 2008 and 2010 waste characterization studies undertaken for San Jose, Sunnyvale and Mountain View. In other words, for the purposes of estimating the magnitude of EPS foam food ware use within the project area, it appears that most EPS foam food ware use is captured in the rates derived from waste characterization studies.

Table B-3 Summary of EPS Foam Food Ware Use Best Estimates					
Source	**Tons**	**Population**	**Service Population**	**Rate per Capita (pounds)**	**Rate per Service Population (pounds)**
Estimate for 2011 Derived from EPS Sales in 2012 Resin Review[1]	410,500 (821 million pounds)	453 million (U.S., Canada, and Mexico)	--	about 1.8	--
2008 San Jose Waste Characterization[2]	2,621	985,307	1,354,757	5.3	3.9
2010 Sunnyvale Waste Characterization	314 (survey of collected waste)	140,081 (Sunnyvale)	215,081 (Sunnyvale)	4.5	2.9
	689 (survey of residual waste from Sunnyvale and Mountain View after sorting)	214,147 (Sunnyvale: 140,081, Mountain View: 74,066)	337,147 [Sunnyvale: 215,081, Mountain View: 122,066}	6.4	4.1
2008 Fremont Waste Characterization Estimate	129.1	209,257	303,497[3]	1.2	0.9
Range of Estimates	--	--	--	**1.2 – 6.4**	**0.9 -4.1**

[1]Also includes EPS other than food ware.
[2]Includes other EPS foam products, such as egg cartons and packing peanuts.
[3]Includes interpolated estimate of jobs in 2008 from ABAG Projections 2009.

EPS foam food ware used in the project area consists of an unknown mixture of products, including plates, cups, trays and clamshells. An equivalent number of items per pound for individual products can be estimated, however. As shown in Table B-4, one pound of EPS foam food ware per service population would be equivalent to about:

- 46, 8-inch clamshells *or*
- 53, 9-inch plates *or*
- 91 16- ounce cups *or*
- 53 32-ounce cups

Table B-4
Equivalent Number of PS Foam Food Ware Clamshells or Cups

PS Foam Product	Item Size	Measured Weight (grams)	Weight (in Pounds)	Number of Items per Pound	Number of Items per 4 pounds[5]
Clamshell[1]	8-inch	10	0.022	46	182
Plate[2]	9-inch	8.5	0.019	53	211
Cup[3]	16 ounce	5	0.011	91	364
Cup[4]	32-ounce	8.8	0.019	53	211

[1] Manufacturer: DART Corporation
[2] Weight data from: Horvath, A. & Chester, M. *Greenhouse Gas Emissions of Expanded Polystyrene Food Containers and Alternative Products Used in Los Angeles County.* July 14, 2009.
[3] Manufacturer: DART Corporation for the Jamba Juice Company.
[4] Weight data from: Franklin Associates, Ltd. *Life Cycle Inventory of Foam Polystyrene, Paper-Based, and PLA Foodservice Products.* February 4, 2011.
[5] Items per pound and Items per 4 pounds may not correspond exactly due to rounding. The baseline use of PS foam food ware in the project area is conservatively estimated at about four pounds per service population (residents + employees).

2.0 USERS AND MANUFACTURERS OF EPS FOAM FOOD WARE

The proposed model ordinance would restrict the use of single-use disposable EPS foam food ware in participating jurisdictions. A summary of the number of facilities and vendors with food handling permits in Santa Clara County is provided in Table B-4. Food facilities covered by the County's permit program include restaurants, markets, bakeries, liquor stores, bars, certified farmers' markets, food service at fairs and festivals, catering trucks, hot dog carts, ice cream trucks, produce vehicles, and food vending machines.

Provisions of the ordinance, including the sale of empty EPS foam food ware and ice chests, could also apply to other vendors within the project area. The number and types of businesses and facilities are summarized in Table B-5.

Manufacture of EPS foam food ware would not be restricted under the ordinance, however, manufacturing facilities within the State of California could experience a change in demand for EPS foam food ware products with implementation of existing or reasonably foreseeable EPS foam food ware ordinances in County of Santa Clara and throughout California. The number of EPS foam manufacturers in 2007 are also listed.

Table B-5: Permitted Food Vendors in Santa Clara County					
Jurisdiction	**Food Service[1]**	**Caterer**	**Mobile Food Facility**	**Grocery Stores**	**Other[2]**
San Jose	2,636	49	710	617	354
Campbell	188	14	6	42	54
Cupertino	230	2	4	28	36
Gilroy	188	0	31	66	19
Los Altos	89	1	2	15	30
Los Altos Hills	4	0	0	1	0
Los Gatos	157	3	4	37	31
Milpitas	347	3	5	55	40
Monte Sereno	0	0	0	0	0
Morgan Hill	154	0	6	39	21
Mountain View	380	4	50	70	159
Palo Alto	350	0	7	40	60
Santa Clara	568	13	144	102	57
Stanford	120	0	18	3	8
Saratoga	78	0	7	13	38
Sunnyvale	449	1	10	93	57
Unincorporated Santa Clara County	56	0	118	15	67
Total	5,994	90	1,122	1,236	1,031

Source: County of Santa Clara Department of Environmental Health, Food Safety Permit Program (2013)
[1] Food Service includes restaurants, cafes, delicatessens and other locations where food is prepared on-site (e.g., delicatessens in grocery stores).
[2] Other includes: food demonstrators and short-term events.

Table B-5 Summary of Businesses and Facilities That May Sell, Use or Manufacture EPS Foam Food Ware		
Information Category	**Data**	**Sources**
	Consumption	
Restaurants/Food Service Vendors in Santa Clara County	• 224 gas stations with convenience stores	• U.S. Census Bureau. *2010 County Business Patterns.* 2010.
	• 8,237 permits for food service, caterers, mobile food service, and other	• County of Santa Clara Department of Environmental Health (refer to Table A-1)
Grocery Stores	• 1,236	• County of Santa Clara Department of Environmental Health, Food Safety Permit Program (refer to Table A-1)
Sporting Goods Stores in Santa Clara County	• 123 sporting goods stores	• U.S. Census Bureau. *2009 County Business Patterns.* 2009.
Merchandise Stores in Santa Clara County	• 42 department stores (includes discount department stores) • 71 general merchandise stores (includes warehouse clubs and supercenters)	• U.S. Census Bureau. *2010 County Business Patterns.* 2010.
Retail/Pharmacy	• 190 pharmacies and drug stores	• U.S. Census Bureau. *2010 County Business Patterns.* 2010.
Hardware Stores in Santa Clara County	• 38 hardware stores	• U.S. Census Bureau. *2010 County Business Patterns.* 2010.
	Statewide Producers	
PS Foam Manufacturers	• 77 Polystyrene foam manufacturers in California – 9.74 percent of value of U.S. shipments – 3,389 employees	• U.S. Census Bureau. *Industry Statistics Sampler*. 2007.

3.0 BASELINE CONCLUSIONS

In summary, the baseline estimates for the project area (Santa Clara County) are follows:

1. **Baseline for EPS food ware <u>used</u> annually in Santa Clara County –**
   Counts for various products (cups, plates, clamshells) that could be applied countywide are not readily available. Based upon a review of the categories for polystyrene resin sales and production in the 2012 Edition of *The Resin Review*, the baseline use of EPS foam food ware could conservatively range from about 1.8 pounds per capita to a high of about seven (7) pounds per capita per year.

2. **Baseline for EPS food ware appropriately disposed as <u>waste</u> annually in Santa Clara County** – Based upon waste local characterization studies within Santa Clara County, EPS food ware appropriately disposed of annually is conservatively 2.9-4.1 pounds per service population (residents + jobs) or 5.3-6.4 pounds per capita per year. The per capita estimate of about six pounds per year is within the range of the estimate noted above for food ware used (based upon production).

3. **Baseline for EPS food ware appearing as <u>litter</u> in Santa Clara County-**

   - Street Litter: about 0.8-3.6 percent by count of large litter (four square inches in area or more) on streets based upon citywide and hot spot street litter surveys in San José; and
   - Stormwater System Litter:
     - about eight (8) percent by volume based upon SCVURPP litter characterizations (i.e., trash loading) in storm drain systems discharging to creeks and waterways.[30]
     - about 311 cubic yards of EPS trash (roughly 3,000 pounds) per year in the SVURPP area.

4. **Baseline for types of businesses and activities covered by the ordinance –**
   The ordinance would apply to a wide range of businesses and activities within the Santa Clara County project area. Over 8,000 businesses or organizations have food handling permits from the County of Santa Clara, including restaurants, cafes, mobile food service, caterers, grocery stores, convenience stores, and one-time. Other vendors whose sales would be covered activities include several hundred restaurant and food service suppliers, warehouse stores, retail/pharmacy stores, sporting goods and hardware stores.

[30] Refer to Table 4.9-2 in Section 4.9 Hydrology and Water Quality for a breakdown by jurisdiction.

Appendix C

Summary of Life Cycle Assessments (LCAs)

A SUMMARY OF LIFE CYCLE ASSESSMENTS (LCAs) AND LIFE CYCLE INVENTORIES (LCIs)

Prepared by

David J. Powers & Associates, Inc.

For

City of San José

June 2013

LIFE CYCLE ASSESSMENTS AND INVENTORIES

A life cycle assessment (LCA) is a process used to assess the environmental impact of a given product throughout its lifespan. A LCA assesses the raw material production, manufacture, distribution, use, and disposal (including all intervening transportation steps) of a given product. The methodology for completing a LCA is standardized by the International Organization for Standardization (ISO).[1]

A life cycle inventory (LCI) is a study of the inputs and outputs for a product system and is typically a part of a comprehensive LCA. Raw materials and resource inputs as well as emissions to water, air, and land are accounted for. An LCI identifies the outputs without trying to analyze the impacts to an environmental system. For example an LCI would show how many kilograms of carbon dioxide, methane, and nitrous oxide are produced in a manufacturing process but would not calculate assess the global warming impacts that would result from those emissions.

LCAs are useful because they provide specific analysis and quantifiable results for the purpose of assessing environmental impacts of a given product. However, the LCA process is complex and involves many variables that can differ from report to report. Each LCA assumes different parameters and system boundaries in its calculations, and utilizes a unique set of data to reach its conclusions. Often, LCAs are completed in different regions of the world that have unique environmental factors such as transportation distances and composition of energy supply that may not apply elsewhere. Similar issues arise with LCIs. For these reasons, the results contained in LCAs and LCIs consulted for this Initial Study may not precisely reflect conditions in Santa Clara County.

Due to the variations and limitations involved in the LCA/LCI process, direct comparisons between the results of two or more studies involve a level of uncertainty. Many environmental impacts occur on a local or regional scale, and the location of those impacts is difficult to define. However, by examining the results of several LCAs and LCIs, it is possible to get a reasonable range of the likely impacts associated with a given product over the course of its lifetime such that a qualitative comparison of impacts can be presented.

Summaries of the relevant studies consulted in this Initial Study are provided in this Appendix. Materials referenced in the discussions are defined in Table C-1, below.

[1] ISO standards 14040:2006 and 14044:2006 establish the principles, framework, requirements, and guidelines for LCAs. International Organization for Standardization. "ISO standards for life cycle assessment to promote sustainable development." July 7, 2006. Accessed April 9, 2013. Available at: <http://www.iso.org/iso/home/news_index/news_archive/news.htm?refid=Ref1019>

Table: C-1 Abbreviations for Food Container Materials	
Acronym	**Material Type**
EPS	Expanded or Extruded Polystyrene
GPPS or PS	General Purpose Polystyrene
HDPE	High-Density Polyethylene
LDPE	Low-Density Polyethylene
PC	Polycarbonate
PET	Polyethylene Terephthalate
PHA	Polyhydroxyalkanoate
PLA	Polylactic Acid
PP	Polypropylene
PVC	Polyvinyl Chloride

LCA/LCI Summaries:

- Tabone et al. *Sustainability Metrics: Life Cycle Assessment and Green Design in Polymers.* 2010.
- Madival et al. *Assessment of the environmental profile of PLA, PET, and PS clamshell containers using LCA methodology.* 2009.
- Franklin Associates. *Life Cycle Inventory of Foam Polystyrene, Paper-based, and PLA Foodservice Products.* 2011.
- Kuczenski et al. *Plastic Clamshell Container Case Study.* 2012.
- PlasticsEurope. *Environmental Product Declarations of the European Plastics Manufacturers.* 2008-2012.
- Zabaniotou, A. & Kassidi, E. *Life cycle assessment applied to egg packaging made from polystyrene and recycled paper.* 2002.
- Franklin Associates. *Life Cycle Inventory of 16-ounce Disposable Cups.* 2009.
- PE Americas. *Comparative Life Cycle Assessment Ingeo™ biopolymer, PET, PP Drinking Cups.* 2009.

Tabone et al.
Sustainability Metrics: Life Cycle Assessment and Green Design in Polymers

Authors: Michaelangelo D. Tabone, James J. Cregg, Eric J. Beckman, Amy E. Landis

Sponsor: University of Pittsburgh, Department of Civil and Environmental Engineering

Date: September 2, 2010

Products Analyzed: PET, HDPE, LDPE, PP, PC, PVC, GPPS, PLA-G (general process), PLA-NW (NatureWorks LLC), PHA-G (general process), PHA-S (corn stover), B-PET (hybrid bio/petroleum)

Functional Unit: One liter of polymer contained in pellets (prior to product molding)

Impact Categories: Acidification, Carcinogenicity, Ecotoxicity, Energy Use, Eutrophication, Global Warming, Non-carcinogenicity, Ozone Depletion, Respiratory Effects, Smog, Fossil Fuel Depletion

Summary:

The report assesses the environmental impacts of each polymer's production as well as its adherence to green design principles. The scope of the study is "cradle-to-gate," meaning that the study only compares impacts resulting from the production of each plastic and not the use or disposal. The analysis was broken down into the impact categories listed above, and normalized so that impacts are compared relative to the greatest impact exhibited by a product for each impact category. A chart displaying the relative impacts is available within the LCA, but is not reproduced here.

The LCAs for the study show that the production of biopolymers such as PLA and PHA has lower global warming potential than the production of traditional plastics. However because of the fertilizer use and pesticide use where the feedstocks are grown, as well as the chemical processing steps where the polymer is produced, biopolymer production results in greater eutrophication, eco-toxicity, and human health impacts.

Polypropylene (PP) is the best performer based on the LCAs primarily because its production releases very little benzene and $PM_{2.5}$, and was also the least energy demanding of the products considered. Benzene is classified as a known human carcinogen by the U.S. Environmental Protection Agency.[2]

[2] United States Environmental Protection Agency. "Benzene." January 2012. Accessed April 23, 2013. Available at: http://www.epa.gov/ttnatw01/hlthef/benzene.html

Limitations in Application of the LCA to Santa Clara County:

The Tabone et al. LCA offers a low potential for bias compared to other LCAs because it was funded by a University and published in an academic journal. Though the calculated releases of benzene, toluene and $PM_{2.5}$ show relative performance of the studied polymers, they lack the context necessary to conclude that one or more may have a substantially greater impact than the other.

The study does not directly apply to the proposed project because it does not consider the full life cycle of the products (resins). The "Cradle-to-Gate" scope means that the manufacturing of specific products, as well as the use and disposal of the products is not considered. As a result, some materials such as polylactic acid may appear to have greater impacts relative to other materials since their potential for material recovery via compost and reuse is not incorporated into the impact calculation.

Another issue with the LCA is that impacts are analyzed based on the European average for emissions resulting from crude oil and natural gas extraction, processing, and transportation. Emissions associated with these processes could differ in the United States due to the distances to the feedstock and the transportation methods used to deliver it to the manufacturing facilities. Along with the differences in energy supply between Europe and the United States, these factors are evidence that the results of these LCAs would likely differ if calculated using United States data and assumptions.

Applications of the LCA to Santa Clara County:

Tabone et al. show that in order to manufacture one liter of polymer in pellets, between 60 and 150 megajoules of energy are expended depending on the material. PP is the least energy intensive of the studied products, polystyrene is close to the average, and PET and PC are the highest. Though the results of the study's calculations cannot be extrapolated to make quantitative conclusions about the production of these polymers, it is helpful to know that the energy required to produce the range of plastic substitutes to EPS foam is within one order of magnitude.

Ultimately, the impacts analyzed in this study such as eutrophication, carcinogenicity, acidification, smog, and eco-toxicity, are regional in nature. Since the content of the report does not specify the exact locations of the steps in polymer production, the locations of the impacts are undetermined. These impacts are likely to occur outside of Santa Clara County since there is not a large petrochemical processing industry in the area. While the study gives a broad picture of the relative impacts of resin production and the issues that arise from it, no conclusions can be drawn about environmental impacts in Santa Clara County.

Conclusion:

When one considers the end of life scenario, the extra steps required to foam GPPS, and the small range of energy demands for all substitutes, it becomes clear that this LCA does not show that any one substitute requires so much energy that its use in place of polystyrene foam would create a substantial increase in energy use and associated greenhouse gas emissions.

Madival et al.
Assessment of the environmental profile of PLA, PET and PS clamshell containers using LCA methodology

Authors: Santosh Madival, Rafael Auras, Sher Paul Singh, and Ramani Narayan

Sponsor: Michigan State University, Department of Chemical Engineering and Material Science

Date: May 23, 2009

Products Analyzed: PLA (NatureWorks LLC), PET, and PS Clamshells

Functional Unit: 1,000 containers with a capacity of 0.4536 kg (1lb) each for strawberries

Impact Categories: Global Warming (CO_2), Acidification (SO_2), Ozone Depletion (CFC-11), Eutrophication (PO_4), Respiratory Organics (ethylene), Respiratory Inorganics ($PM_{2.5}$), Ecotoxicity (TEG[3]), Energy Use, Land Occupation

Summary:

The goal of this study was to compare the environmental impacts of PLA, PET and PS thermoformed containers used for strawberry packaging. The Madival et al. LCA is a "cradle-to-cradle" study that includes in its impact evaluation the extraction of the raw material, the resin production process, container formation, and end-of-life disposal. The LCA also includes shipping distance and transportation impacts for each product.

The report looked at "Cradle-to-Gate" (i.e. resin production) impacts first and found that PLA had the greatest impact related to respiratory inorganics such as $PM_{2.5}$. PET production was found to have the highest impacts in all production impact categories except for respiratory inorganics, respiratory organics, and aquatic acidification. The study attributes this to the greater weight of the PET containers and the transportation distance of the resin.

The study includes a "Cradle-to-Grave" impact assessment which is summarized in Table C-2 below. As with the Cradle-to-Gate component of the study, polystyrene (not expanded) did not have the biggest impact in any of the categories.

[3] TEG = triethylene glycol

Table C-2 Madival et al. Strawberry Clamshell LCA Impact assessment values for 1,000 PLA, PET, and PS Containers			
Impact Category	**PLA**	**PET**	**PS**
Global warming, kg CO_2	735	763	730
Aquatic acidification, kg SO_2	5.66	4.97	4.87
Ozone layer depletion, kg CFC-11	9.15×10^{-5}	9.48×10^{-5}	8.71×10^{-5}
Aquatic eutrophication, kg PO_4	0.0886	0.1480	0.0819
Respiratory organics, kg ethylene	1.33	1.29	1.24
Respiratory inorganics, kg $PM_{2.5}$	1.31	1.26	1.22
Aquatic ecotoxicity, water, kg TEG	257,000	266,000	260,000
Energy, MJ surplus	13,400	14,000	13,500
Land occupation, m^2org.arable[a]	10.3	11.0	9.8
[a] m^2org.arable = square meters equivalent of organic arable land.			

Limitations in Application of the LCA to Santa Clara County:

The Madival et al. study does not consider composting as a possible end-of-life scenario for food containers because at the time of the study, emissions data was not available. While composting emissions data may continue to be unavailable, it is important to take into account all disposal paths, especially when considering a PLA material. This is because when plastics made from plant feedstocks are composted, the carbon that went into the material is released back into the atmosphere, and the greenhouse gas impacts of the product change. Bioplastics are generally inert in landfills and act as a carbon sink in those scenarios. Multiple cities in Santa Clara County including San José have access to industrial scale composting facilities and could divert PLA containers to compost rather than to the landfill.

The Madival et al. LCA evaluates four end-of-life scenarios as well as the 'current condition.' The current scenario for disposal paths used in the study is based on the average U.S. municipal waste stream for polymers, which in 2005 resulted in 76.5 percent of polymers being landfilled and 23.5 percent being incinerated. Since the cities of Santa Clara County do not incinerate waste and since almost all of them offer a robust recycling program for disposable food ware plastics, these end-of-life assumptions are not representative of the project area.

The study incorporates renewable energy credits purchased by NatureWorks LLC into the calculation of PLA greenhouse gas impacts. The integrity and reliability of the renewable energy credits is not vetted in this study so it is not clear to what extent they actually reduce global warming impacts. Furthermore the purchase of energy credits is the practice of one company (NatureWorks) and is not representative of all PLA products.

Finally, and perhaps most importantly, the LCA does not consider any of the food containers that would be affected by the proposed project. Produce-containing clamshells such as those considered in the study are not made from polystyrene foam, so they would not be affected by the project. It

would be difficult to extrapolate the results of this impact assessment to apply to the food containers subject to the proposed ordinance since products differ substantially in weight and volume.

Applications of the LCA to Santa Clara County:

The Madival et al. strawberry clamshells study demonstrates the similarities between the life cycle impacts of PLA, PET, and PS products. No one product has an environmental impact substantially greater than another. The study also indicates that the land use and eutrophication issues typically associated with PLA products may be overstated, since PLA accounts for less phosphate release and land occupation than PET.

Conclusion:

Three similar products made from PLA, PET, and PS have life cycle environmental impacts on par with one another. When composting is not considered as an end-of-life scenario for PLA, its greenhouse gas impacts are comparable to polystyrene (unfoamed).

Franklin Associates
Life Cycle Inventory of Foam Polystyrene, Paper-based, and PLA Foodservice Products

Author: Franklin Associates

Sponsor: American Chemistry Council

Date: February 2011

Products Analyzed:

- 16-oz hot cups (EPS foam, LDPE-coated bleached paperboard, PLA-coated paperboard, corrugated sleeve),
- 32-oz cold cups (EPS foam, LDPE-coated paperboard, wax-coated bleached paperboard, PLA 1, PLA 2),
- 9-inch high-grade (heavy-duty) plates (GPPS foam, LDPE-coated bleached paperboard, solid PLA, molded pulp)
- 9-inch Lightweight plates (GPPS foam, LDPE-coated paperboard)
- 5-inch sandwich-clamshells (GPPS foam, fluted paperboard, solid PLA)

Functional Unit: 10,000 product units

Impact Categories: Energy (process, transportation, energy of material resource, and end of life credit), solid waste, greenhouse gases, water use

Summary:

In 2011, Franklin Associates Ltd. updated a 2006 Life Cycle Inventory in order to include an evaluation of the carbon footprint and water use of PLA food service products along with those of EPS foam and paperboard products. The scope of the report was "cradle-to-grave" and included energy credits for the various products based on their end-of-life scenarios and the national average for waste incineration (20 percent was used in this study). The PLA products studied were made by NatureWorks LLC of Blair, Nebraska.

The study found that polystyrene foam products use less energy, generate less solid waste (by weight), and use less water than comparable products made from paperboard or PLA.[4] The greenhouse gas and solid waste by volume impacts were mixed, with EPS foam products generally performing in the middle of the pack.

[4] Since data sources did not distinguish between consumptive use of cooling water and recirculating use of cooling water, water is defined as *use* rather than *consumption*.

Limitations in Application of the LCI to Santa Clara County:

Similar to the Madival et al. LCA (2009), this LCI is limited by the inclusion of an energy credit for waste-to-energy (WTE) combustion of 20 percent of the products. Credit is also given for landfill gas recovery from decomposition of the paperboard products. Since these assumptions are made based on national data from the U.S. Environmental Protection Agency, they do not necessarily apply to Santa Clara County.

The analysis of product carbon footprints includes estimates of carbon dioxide from WTE, methane from decomposition, electricity displaced by WTE, landfill gas recovery, and carbon sequestration from landfilled biomass-derived material that does not decompose. These assumptions are fundamental to the outcome of the greenhouse gas analysis in the LCI, particularly for paperboard products. No plastic or paper products collected in Santa Clara County are incinerated and landfill gas recovery is limited.

Another problem with applying the results of this LCI to products consumed in Santa Clara County is that the weights of the products studied in the report are based on the averages calculated for the original 2006 study as well as some PLA product samples. The study includes a disclaimer on the first page of the executive summary that says in boldface print:

> "...the results of this study should *not* be used to draw general conclusions about comparative results for the full range of product weights available in each product category."

Since the proposed project would apply to polystyrene foam foodservice products of all weights and volumes, applying the results of this study to all products would be in conflict with the disclaimer made at the beginning of the report.

Applications of the LCI to Santa Clara County:

According to this LCI, bioplastics such as PLA have much lower greenhouse gas impacts when they are landfilled rather than incinerated. This is because the atmospheric carbon that went into the corn feedstocks would be sequestered when PLA products are landfilled. On the other hand, the study shows that the most sustainable end-of-life scenario for EPS foam products, which are made from hydrocarbons extracted from petroleum, is incineration.

Conclusion:

Due to its high air content and low density, EPS foam creates less solid waste by weight than paperboard or PLA products. By volume, EPS foam generates approximately as much solid waste as paperboard products. The use of corrugated sleeves for paperboard hot cups causes them to have much higher solid waste and energy impacts.

Kuczenski et al.
Plastic Clamshell Container Case Study

Authors: Brandon Kuczenski, Roland Geyer, Matthew Trujillo

Sponsor: California Department of Resources Recycling and Recovery (CalRecycle)

Date: May 2012

Products Analyzed: EPS, GPPS, PET, PP, and PLA clamshell containers

Functional Unit: 1,000 clamshell containers

Impact Categories: Energy Use, Greenhouse Gas Emissions

Summary:

This study was prepared in 2012 to support CalRecycle's efforts in greenhouse gas emissions accounting as the State of California implements AB 32, the State's global warming law. The report studied the full life-cycle of clamshell containers by calculating "cradle-to-gate" greenhouse gas emissions, forward logistics (transportation and distribution) emissions, end-of-life management emissions, and emissions reductions from displaced production due to recycling.

Results of this LCA show that PLA clamshells have the lowest greenhouse gas (GHG) emissions when all product types are landfilled. If PLA is composted, it emits nearly as much as the most carbon-intensive plastic, PET. PET has the highest pre-consumer greenhouse gas emissions and the highest if landfilled, but it has the lowest impacts when it is assumed that the containers are recycled in-State. EPS foam is among the lowest in energy demand. The results are shown in more detail in Table C-3, below.

Table C-3 Kuczenski et al. Plastic Clamshell Container Study Life-cycle greenhouse gas emissions and energy demand for different polymers		
Material	**No-Recovery Total**	**In-State Recovery Total[a]**
Greenhouse Gas Emissions (kg CO_2e per 1,000 clamshells)		
EPS Foam	53.6	64.4-69.9[b]
GPPS	51.8	50.0-50.9[b]
PET	80.7	43.0-51.2[b]
PP	61.1	57.9-59.5[b]
PLA	41.5	77.2
Energy (Megajoules per 1,000 clamshells)		
EPS Foam	1,222	963-993[b]
GPPS	1,169	1,012-1,189[b]
PET	2,040	979-1,705[b]
PP	1,846	1,568-1,882[b]
PLA	1,802	1,806

[a] This scenario calculates the greenhouse gas emissions of the products if they are recovered rather than landfilled. For non-recyclable materials, this means either waste-to-energy conversion (EPS foam) or in the case of PLA, composting.
[b] Ranges provided reflect two mutually-exclusive end-of-life pathways. The former number indicates the environmental benefits through avoided production and landfilling; the latter indicates the environmental benefits through displaced economic activity.

Limitations in Application of the LCA to Santa Clara County:

The primary reason why this LCA does not completely apply to the proposed project is that it models life-cycle emissions of the products for scenarios in which either 100 percent of the products are landfilled or 100 percent are recovered through diversion including: waste-to-energy conversion, recycling, and/or composting. Neither of these scenarios resembles the real life-cycle of clamshell containers in Santa Clara County. Therefore, the calculated emissions per 1,000 clamshells in this study are not an accurate estimate of the actual emissions associated with clamshells in the project area.

Another issue with the LCA is that it only studies clamshell containers, whereas the proposed project would apply to all disposable foam foodservice ware. The emissions associated with disposable cups and plates could vary based on the production processes, the distance required to transport the materials to their respective manufacturing sites, and the recovery options available for the products.

Applications of the LCA to Santa Clara County:

This study provides further evidence about the role of the end-of-life scenario in evaluating PLA products' greenhouse gas impacts. When PLA products are landfilled, they can sequester carbon from the active carbon cycle to the geologic carbon cycle. Based on this study, when composted, the

greenhouse gas emissions associated with PLA nearly double. In contrast, the greenhouse gas emissions associated with PET decline by nearly 50 percent when PET is recycled. Polypropylene impacts are reduced by recycling as well, though not to the same degree as the impacts of PET.

As stated above, the end-of-life scenarios considered do not represent the current waste disposal situation in Santa Clara County. However they do show the best and worst case scenarios for each plastic clamshell. In the case of EPS foam clamshells, which are not recovered in the project area, the estimation for greenhouse gas emissions and energy use is likely the best estimate of any of the LCAs described in this Appendix.

Conclusion:

Regardless of end-of-life scenario, GPPS clamshells have lower greenhouse gas emissions, and PET clamshells can as well depending on to what extent they are recycled. The study clearly shows that PP clamshells have greater greenhouse gas impacts than EPS foam clamshells do. If landfilled, PLA clamshells also have much lower greenhouse gas impacts than their EPS foam counterparts. Therefore, replacing EPS foam clamshells with plastic substitutes has the potential to reduce greenhouse gas impacts if PET is recycled at a high rate and PLA is landfilled.

PlasticsEurope
Environmental Product Declarations of the European Plastics Manufacturers

Author: PlasticsEurope – Association of Plastics Manufacturers

Sponsor: PlasticsEurope – Association of Plastics Manufacturers

Dates: 2008 - 2012

Types of Plastic Analyzed: GPPS, LDPE, HDPE, PP, and PET

Functional unit: One kilogram (kg) of each type of polymer

Impact Categories: Non-Renewable Materials (minerals, fossil fuels, and uranium), Renewable Materials (biomass), Water Use in Processing, Non-renewable Energy Resources, Renewable Energy Resources (biomass), Waste (non-hazardous, hazardous), Global Warming Potential, Ozone Depletion Potential, Acidification Potential, Petrochemical Ozone Creation Potential, Nutrification Potential (eutrophication), Dust/Particulate Matter, Total Particulate Matter

Summary:

The plastics industry in Europe prepared ISO 14025 compliant life cycle inventories (LCIs) for a number of plastic resins.[5] These analyses identify the impacts from production of various types of plastics. The LCIs do not include the impacts of turning the plastic pellet feedstocks into completed food containers, but they do allow for a comparison of the impacts from the production of each type of plastic most commonly used for cups, plates, and clamshells.

According to the PlasticsEurope data, PET pellet production has substantially greater emissions and water use than unfoamed GPPS and PP pellet production does. Production of PET pellets requires ten times more water than GPPS (unfoamed) pellets and approximately 1,000 times more water than the production of PP pellets. The acidification potential of PET, as measured in sulfur dioxide equivalents, is close to three times greater than that of GPPS. Dust and particulate matter emissions from PET production are ten times greater than GPPS production. Table C-4 contains more in-depth results of the LCIs.

[5] ISO is the International Organization for Standardization. ISO 14025:2006 establishes principles for the use of environmental information, primarily intended for use in business-to-business communication, but their use in business-to-consumer communication under certain conditions is not precluded.

Table C-4:
PlasticsEurope: Excerpts from Life Cycle Inventories
Polymer Comparisons

Indicator	LDPE	HDPE	PP	PET	GPPS
Non-renewable materials					
•Minerals	4.2g	2.6g	1.8g	2.9g	-
•Fossil fuels	1,591.3g	1,595.7g	1,564.5g	1,715.0g	-
•Uranium	0.009g	0.006g	0.005g	0.009g	-
Renewable materials (biomass)	10.79g	8.70g	5.13g	15.34g	-
Water use in processing	2,934g	3.38g	4.79g	4,828g	510g
Non-renewable energy resources as upper heating value					
•For energy	25.3MJ	21.7MJ	20.4MJ	42.5 MJ	33.96-37.96 MJ
•For feedstock	51.6MJ	54.3MJ	52.6MJ	39.8 MJ	44.3-48.3 MJ
Renewable energy resources (biomass)					
•For energy	1.2MJ	0.8MJ	0.4MJ	0.6MJ	0.52MJ
•For feedstock	0	0	0	0	0
Waste					
•Non-hazardous	0.034kg	0.032kg	0.024kg	0.089kg	0.015kg
•Hazardous	0.005kg	0.006kg	0.005kg	0.004kg	0.00055kg
Global Warming Potential	2.13kg CO_2eq	1.96 kg CO_2eq	2.00kg CO_2eq	3.49 kg CO_2eq	2.25kg CO_2eq
Ozone Depletion Potential	n/a	n/a	n/a	n/a	0.000016g CFC-11 eq
Acidification Potential	7.74g SO_2eq	6.39g SO_2eq	6.13g SO_2eq	15.59g SO_2eq	5.38g SO_2eq
Petrochemical Ozone Creation Potential	1.19g ethene eq	1.23g ethene eq	0.92g ethene eq	2.43g ethene eq	0.85 g ethene eq
Nutrification Potential (eutrophication)	0.50g PO_4eq	0.43g PO_4eq	0.74g PO_4eq	1.03g PO_4eq	0.48g PO_4eq
Dust/Particulate Matter	0.69g PM_{10}	0.64g PM_{10}	0.59g PM_{10}	1.94g PM_{10}	0.15g PM_{10}
Total Particulate Matter	0.70g	0.64g	0.60g	1.95g	0.17g PM_{10}

g = grams kg = kilograms n/a = entries are below quantification limit
mj = megajoules eq = equivalent

Limitations in Application of the LCIs to Santa Clara County:

The LCIs contain a cradle-to-gate analysis, meaning they only consider environmental effects resulting from the manufacturing process up until the material leaves the factory. The reports do not include analysis of environmental effects related to creating, using, or disposing food containers. The information is provided in this Initial Study because it is among the best available for all of the plastic feedstocks under discussion, and it allows comparison between the materials; it is not similar or comparable to the complete life cycle analyses discussed elsewhere in this Initial Study, which generally address more than just the source materials.

Additionally, the reports state that the information was gathered from European processors and manufacturers. This information may or may not be the same as the processing done for the products available to the American food service industry. Air and water emissions regulations differ between Europe and the United States. The type of energy sources used to produce electricity play a substantial role in determining the environmental impact of plastic production, and that differs between Europe and the United States too.

Applications of the LCIs to Santa Clara County:

The data supporting the PlasticsEurope LCIs was provided by various plastics producers in the European industry and represents the industry averages. In the case of GPPS, the data covers 95 percent of the European GPPS production capacity.[6] Since the LCA data covers so much of the European industry, factors such as electricity sources and transportation distances which are typically variable should be more constant and allow for comparison of the production impacts of each pellet. Thus the data in Table C-4 and summarized on page 16, above, provides a fairly accurate comparison of PET, GPPS, PP, and HDPE/LDPE.

Conclusions:

When the sources of energy and transportation distances are relatively constant, the production of PET resin pellets results in substantially higher water use, global warming potential, acidification, and particulate matter emissions. However as demonstrated by other LCAs summarized in this appendix, product manufacturing, consumption, and end-of-life stages of plastic products is determinative of the product's life cycle impacts. Therefore the outcomes of these LCIs cannot be used to say decisively that one product has a greater environmental impact than another.

[6] PlasticsEurope. "Environmental Product Declarations of the European Plastics Manufacturers: General Purpose Polystyrene (GPPS) and High-Impact Polystyrene (HIPS)." November 2012. Page 3. Available at: http://www.plasticseurope.org/plastics-sustainability/eco-profiles/browse-by-list.aspx

Zabaniotou, A. & Kassidi, E.
Life cycle assessment applied to egg packaging made from polystyrene and recycled paper

Authors: A. Zabaniotou, E. Kassidi

Sponsor: Aristotle University of Thessaloniki

Date: October 25, 2002

Products Analyzed: 6-egg eggcup containers (EPS foam and recycled paper)

Functional Unit: 50,000 6-egg eggcups (1.1 metric tons recycled paper, 0.75 metric tons polystyrene)

Impact Categories: Greenhouse Warming Potential, Ozone Depletion Potential, Acidification Potential, Nutrient Enrichment, Summer Smog, Winter Smog, Carcinogenic Substances, Heavy Metals

Summary:

This 2002 LCA studied the material and energy inputs and subsequent air and water emissions from the production of eggcup packaging. In this way the study was more like an LCI than an LCA. The systems studied are in Greece and Europe, and the study uses data derived from other European countries. This LCI does not include the transportation, distribution, use, or disposal phases of the product life cycles; therefore it is a "Cradle-to-Gate" study.

Zabaniotou and Kassidi found that polystyrene foam eggcup production produced seven times more NO_x and 16 times more SO_x than the production of recycled paper eggcups. Recycled paper eggcup production resulted in twice as much solid waste and twice as much heavy metal waste (e.g. lead, cadmium, and nickel). Relevant data from the study is provided in Table C-5, below.

Table C-5
Zabanioutou & Kassidi Eggcup Container Study
Selected Material Input and Emissions Data

	Polystyrene Foam	Recycled Paper
Raw Materials		
Fuel	718 m^3	358 m^3
Natural Gas	715 m^3	18.5 m^3
Waste Paper	-	1,500 kg
Energy Feedstock		
Total Energy	*84,548 MJ*	*38,288 MJ*
Air Emissions		
CH_4 (methane)	3.4 kg	1.6 kg
CO_2 (carbon dioxide)	2,952.5 kg	1,788.0 kg
N_2O (Nitrous oxide)	11.5 g	16.3 g
NO_x (Nitrogen oxides)	32.7 kg	4.2 kg
SO_x (Sulfur oxides)	95.0 kg	5.8 kg

Limitations in Application of the LCI to Santa Clara County:

This LCI has limited relevance for the proposed project, because it does not include any products that would be affected by the proposed project. It is included in this Appendix because there is a small amount of available life cycle information about the environmental impacts of paper food packaging production.

The main issues with this LCI are the lack of definitions, the geographic region studied, and assumptions made for the data. For example, the study does not define the quantity of recycled content used in the paper eggcups, so the reader is left to assume that they are made of 100 percent recycled paper. One of the measurements, 'fuel,' is also undefined. Fuel is implied to mean a petrochemical, but it is measured in kilograms and cubic meters in two separate places in the study, which means it could be a solid, liquid, or gaseous petroleum product.

Zabaniotou and Kassidi study eggcups in Greece and polystyrene production in Europe. The transportation of raw materials as well as the composition of the energy supply in Europe likely differs from the production of eggcups sold in the United States. The authors also note that the data used for their calculations was not readily available, so they relied on a European model that represents the average European production scenario.

Applications of the LCI to Santa Clara County:

The results of the study can be used at a general level to compare EPS foam and recycled paper, but it would be speculative to make any conclusions about cups, plates, bowls, and clamshell containers based on the eggcup study. This study shows that to produce 1.1 metric tons of recycled paper eggcup containers, 1.5 metric tons of recycled paper is used. The study does not provide enough context to show whether 73 percent efficiency feedstock efficiency is representative of recycled paper products in general.

Conclusions:

The scope of this study and the data used to support the calculations have limited applications for the proposed ordinance. This study supports the hypothesis that producing products with recycled paper requires less energy than producing EPS foam products, but it does not prove it conclusively for the products used in the project area.

Franklin Associates
Life Cycle Inventory of 16-ounce Disposable Cups

Author: Franklin Associates

Sponsor: MicroGREEN Polymers

Date: February 19, 2009

Products Analyzed: EPS cup, LDPE-coated Paperboard cup, LDPE-coated Paperboard cup + corrugated sleeve, and RPET SMX (recycled PET solid-state microcellular expansion) foam

Functional Unit: 10,000 16-ounce cups

Impact Categories: Solid waste (weight and volume), Energy, Global Warming Potential

Summary:

In 2009 Franklin Associates prepared a Life Cycle Inventory for MicroGREEN Polymers, the producers of the RPET SMX foam cup. The LCI compares the RPET cup to polystyrene foam and coated paperboard cups. The study includes the impacts associated with the packaging for the cups as well. Two ISO-compliant approaches are used to model the effects of recycled-content and end-of-life recycling. The data included below is from the "Postconsumer free" approach that allocates the impacts of disposal to the current system unless the product can be recycled, in which case the ultimate burdens leave the studied system. The alternative approach assumes subsequent uses for all products, but since it does not resemble the waste disposal system in the project area it is not included here.

The report found that RPET SMX and EPS foam cups had lower impacts in all categories than coated paperboard cups, with or without sleeves. Packaging for EPS foam cups resulted in the greatest impacts across all categories when compared to the packaging of other products. The data summarized in Table C-6 below does not incorporate energy credits for the products since the end-of-life assumptions made in the study do not reflect the actual end-of-life scenarios in Santa Clara County (e.g. energy credit for incinerating EPS foam).

Table C-6 Franklin Associates 16-oz Hot Cup Study Life Cycle Impacts of 10,000 Cups – Postconsumer Free Approach				
	Total Energy (Million Btu)	**Global Warming Potential** (Pounds of CO_2e)	**Solid Waste (Weight)** (Pounds)	**Solid Waste (Volume)** (Cubic feet)
RPET SMX	4.65	768	205	8.66
EPS	7.46	780	136	10.49
Coated Paperboard	8.62	798	354	10.65
Coated Paperboard + Corrugated Sleeve	10.34	1,215	483	14.70

Limitations in Application of the LCI to Santa Clara County:

This study assumes that EPS foam and paperboard products were made entirely from virgin materials whereas the RPET is modeled to contain 100 percent post-consumer resin. Coated paperboard cups can include post-consumer recycled content, which would affect the environmental emissions from their production.

The study also relies on the Franklin Associates database for corrugated packaging using industry average data. Data for EPS foam resin production comes from the U.S. LCI database and data for RPET SMX production comes from MicroGREEN, the sponsor of the study. These data sources introduce the potential for bias, which could weigh the results in favor of the sponsors of the study.

The difficulty in applying this study to the proposed project arises out of the fact that the functional unit is 10,000 hot cups. At this time, the City of San José does not have the information necessary to estimate how many of each type of EPS foam product are used in the project area. The life cycle impacts of clamshells, plates, and bowls, are likely different than the 16-ounce hot cups studied. This makes it difficult to extrapolate from the results and apply any quantitative analysis to the proposed project and the substitute products.

Applications of the LCI to Santa Clara County:

This study shows that while paperboard cups and EPS foam cups yield similar volumes of solid waste when disposed, paperboard is much heavier and results in slightly greater greenhouse gas emissions. The effects of the corrugated sleeve on the impacts of paperboard hot cups are substantial; corrugated sleeves cause an approximately 50 percent increase in global warming potential and a 40 percent increase in the volume of solid waste. Since most people use corrugated sleeves when drinking hot beverages from paper cups, it is reasonable to assume that the two should be evaluated together when considering hot cups.

Conclusion:

The corrugated sleeves used with coated paperboard hot cups account for a substantial portion of the greenhouse gas and solid waste impacts of the cups. While the greenhouse gas emission margins between 16-ounce paperboard cups and EPS foam cups are small, it is reasonable to conclude based on this study that paperboard cups with corrugated sleeves account for greater greenhouse gas emissions than EPS foam cups.

PE Americas
Comparative Life Cycle Assessment Ingeo™ biopolymer, PET, PP Drinking Cups

Author: PE Americas

Sponsor: NatureWorks LLC & Starbucks

Date: December 12, 2009

Products Analyzed: Ingeo™ PLA, PET, and PP

Functional Unit: One 16-ounce cold drinking cup and flat lid

Impact Categories: Energy Use, Global Warming Potential, Acidification Potential, Eutrophication Potential, Summer Smog, Water Use,

Summary:

In 2009, PE Americas prepared this study for Starbucks, which was considering integrating sustainable packaging materials into its cold beverage cup designs. Starbucks currently uses PET cups and lids, but could replace it with the NatureWorks Ingeo™ biopolymer. Polypropylene is also included in the study. This LCA evaluates the cradle-to-gate production of the polymer pellets, the transportation and conversion of the pellets, the transportation of the cups and lids to Starbucks shops, and disposal of the cups into landfills. Two different weights are considered for both PP and PLA products. Data was not available for energy used in Ingeo™ production, so Ingeo™ is modeled based on the information as provided for PP and PET. Since the results are presented graphically and do not include specific data points, the impact results are provided in the table below based on relative rank.

The results of the study show that the PET cup and lid have the highest energy use, global warming potential, and photochemical ozone creation potential (summer smog) of the products considered. The Ingeo™ 14.4g cup and 2.32g lid combination with the PET energy data applied has the greatest acidification and eutrophication potential and also uses the most water. In general, the traditional plastics (PET and PP) have more impacts related to energy, smog, and global warming than the Ingeo™ products do. On the other hand, the Ingeo™ products use more water and cause more water quality impacts than traditional plastics.

Table C-7 PE Americas Cold Cup LCA Relative Performance of One 16-oz Drinking Cup and Lid							
	PET	Polypropylene		Ingeo™			
	15.5g/2.5g	13.18g/2.12g	12.73g/2.05g	13.6g / 2.19g		14.4g / 2.32g	
				PET[b]	PP[b]	PET[b]	PP[b]
Energy	**1**	2	3	5	7	4	6
GWP	**1**	2	3	5	7	4	6
Acidification	4	6	7	2	5	**1**	3
Eutrophication	5	6	7	3	4	**1**	2
Summer Smog	**1**	3	6	4	7	2	5
Water Use	4	5	**6**	2[c]	3	**1**	2[c]

[a] Rankings are in order of greatest to lowest impact. For example, PET uses the most energy, whereas the 14.4g/2.32g Ingeo™ (with PET energy data) uses the most water. A '7' represents the most favorable outcome for the products studied.
[b] The PET and PP scenarios for the Ingeo™ polymer apply production energy data for PET and PP to the Ingeo™ production process.
[c] These two products' life cycles use approximately the same amount of water.

Limitations in Application of the LCA to Santa Clara County:

This study examines very specific transportation and production scenarios associated with Starbucks cups and lids. All pellets are assumed to be transported to a Solo Cup Company facility (manufacturer of Starbucks cups) and all final products are assumed to be transported to a Starbucks distribution center. Thus the study does not apply to all products that would be affected by the proposed project.

Another limitation of the study is the lack of energy data for Ingeo™ production. Assuming that the energy used for Ingeo™ is similar or identical to the energy used for PET and PP serves a comparative purpose, but does not provide a definitive result about which products use the most energy or have the biggest impacts.

Finally, the study assumes that all products are landfilled. This simplifies the comparison, however it is not representative of the current waste disposal options available in Santa Clara County. Many people favor PLA products because they assume they will be composted (an end-of-life scenario that actually increases the greenhouse impacts of PLA products). Though the industrial composting capacity of the County is limited, it is not insignificant. Also, PET and PP are both widely recycled in California and are accepted at recycling facilities in Santa Clara County.

Applications of LCA to Santa Clara County:

Though Starbucks does not use or distribute polystyrene foam food ware at its stores, the results of this study reveal the differing environmental impacts between substitute product materials. PET has the highest energy use and global warming potential of the polymer materials, which is similar to the results of other studies summarized in this Appendix. The Ingeo™ PLA products perform well in those categories, but those results could be different if they were assumed to be landfilled and if measured energy data from its production were used in the LCA.

The PLA products considered in this study use the most water and have the biggest impacts on water quality. This is most likely due to the production of the corn feedstock, which typically involves the use of pesticides and fertilizers.

One thing this study shows clearly is that for two products of the same material type, the lighter the product the lower the impact. This makes sense since they both use the same materials and weight reflects the amount of feedstock used to make the product.

Conclusions:

The assumed end-of-life scenario for the products in this study lends bias to the PLA products. PET is typically recycled and PLA can be composted in many parts of Santa Clara County. Under those circumstances, PET would have lower energy use and PLA would have a higher global warming potential. Therefore the results of this study should not be applied to the proposed project.

Appendix D

Summary of Available Information On Disposable Food Containers

A SUMMARY OF AVAILABLE INFORMATION ON DISPOSABLE FOOD CONTAINERS

Prepared by

David J. Powers & Associates, Inc.

For

City of San José

July 2013

DISPOSABLE FOOD WARE

The project proposes to ban the use of expanded or extruded polystyrene (EPS) foam food service ware by individuals, restaurants, and other entities within participating jurisdictions in Santa Clara County. Foam food service ware products generally include hot and cold cups, bowls, plates, clamshells, and in some cases food trays.[1] Some jurisdictions may also choose to adopt ordinances restricting EPS foam food ware sales in stores and retail outlets. A restriction on sales of EPS foam coolers or ice chests could also be included in ordinances adopted by participating jurisdictions.

The City of San José and other participating jurisdictions are not proposing to specify which materials must be used as alternatives to EPS foam containers, and there are a wide variety of substitutes available for purchase both locally and on the internet. The result of the proposed project would be a decrease in the use of EPS foam, though overall use of disposable food service ware is not expected to decrease.

The food service ware products identified during preparation of this Initial Study and available for sale to the general public include a variety of plastics, paper materials, paper materials lined with plastics, and bioplastics. Many of these products are made from virgin materials (i.e. newly-produced); many others contain pre-consumer and/or post-consumer recycled content. Predicting which substitutes would be selected by food vendors and consumers is not as straight-forward as looking at the price because the characteristics of the materials (e.g. durability, water resistance, insulation) are also factors in the selection process.

As with EPS foam food service ware, the environmental impacts of the substitutes arise from raw material extraction and processing, product manufacturing, the use and disposal of the products, and the transportation associated with each step of the product life-cycle. Since the City of San José cannot predict exactly which materials would replace EPS foam in the local food service industry, the following discussion is provided to characterize the available substitutes and to summarize what is known about their environmental impacts.

[1] A clamshell is a foldable, closable container that holds food ranging from sandwiches to take-out dinners.

Plastic Products

Many plastic products already exist that could replace polystyrene foam plates, bowls, cold drink cups, lids, and clamshells. A range of plastic resins can be used to manufacture these products, though the most common plastics used are polypropylene (PP), general purpose polystyrene (GPPS, unfoamed), and PET (polyethylene terephthalate). In most jurisdictions within Santa Clara County, these plastic materials are recyclable regardless of food contamination and are used widely along with EPS foam. Other plastics that could be used to produce foodservice ware include polyvinyl chloride (PVC), low-density and high-density polyethylene (LDPE and HDPE), and polycarbonate (PC).

The European plastics industry prepared Life Cycle Inventories (LCIs) for a number of plastic resins including GPPS. Though the LCIs do not include the impacts of turning the resins into completed products, they allow for a comparison of the impacts of manufacturing each type of plastic commonly used for food ware.

The data used for these LCIs is from European plastic manufacturers, which may or may not closely resemble processes used by the manufacturers that produce the disposable food ware available to United States buyers. For example, one of the biggest differences between manufacturers can be the sources of energy used for the production process. Using electricity from coal versus electricity from nuclear power would substantially alter the impacts from plastic production.

The following data from the European plastics industry is provided because it is among the best available for all of the plastic resin feedstocks under discussion, and because it allows comparison of materials. Data from other studies is provided in Appendix C of this Initial Study as well as later in this Appendix.

Table D-1: PlasticsEurope: Excerpts from Life Cycle Inventories Plastic Comparisons					
Indicator	**LDPE**	**HDPE**	**PP**	**PET**	**GPPS**
Non-renewable materials					
•Minerals	4.2g	2.6g	1.8g	2.9g	*Data not available*
•Fossil fuels	1,591.3g	1,595.7g	1,564.5g	1,715.0g	
•Uranium	0.009g	0.006g	0.005g	0.009g	
Renewable materials (biomass)	10.79g	8.70g	5.13g	15.34g	*Data not available*
Water use in processing	2,934g	3.38g	4.79g	4,828g	510g
Non-renewable energy resources as upper heating value					
•For energy	25.3MJ	21.7MJ	20.4MJ	42.5 MJ	33.96-37.96 MJ
•For feedstock	51.6MJ	54.3MJ	52.6MJ	39.8 MJ	44.3-48.3 MJ
Renewable energy resources (biomass)					
•For energy	1.2MJ	0.8MJ	0.4MJ	0.6MJ	0.52MJ
•For feedstock	0	0	0	0	0

g = grams
MJ = megajoules

The information in Table D-1 shows environmental performance indicators associated with the manufacture of one kilogram (kg) of each type of plastic indicated. It is not possible, based on the information available to the City of San José, to state that one of these five plastic resins results in a much greater environmental impact than the other. There is not enough context for the manufacturing activities to know how applicable they are to products sold and used in the United States and Santa Clara County.

Polystyrene (PS) and PET appear to use comparable amounts of energy for production, however PS uses much less water and generally has smaller environmental impacts. The production of polypropylene (PP) uses much less water and energy than PS or PET do, however it uses more non-renewable energy resources for its feedstock than PS does.

Paper Products

Paper products are commonplace among disposable food service ware used by consumers and food vendors. Cold cups, hot cups, and bowls are usually made of paperboard lined with either wax or a thin layer of polyethylene. The lining acts as a non-porous layer and prevents the paper from absorbing fluids in the food. Hot cups are typically used along with a corrugated sleeve in order to insulate the user's hands from the temperature of the cup.

Plates and clamshells can also be made with paperboard, though most are made from molded pulp or fiber that can also be lined. Paper products can be produced with virgin pulp or recycled pulp (pre-consumer and/or post-consumer) or a combination of the two.

There is limited information available about the life cycle environmental impacts of paper food service ware products. The information below comes from studies sponsored by the plastics industry and one academic study that examines eggcups, a product which would not be affected by the proposed ordinance. See Appendix C for further details on these studies.

Table D-2
Zabanioutou & Kassidi Eggcup Container Study
Material Input and Emissions Data
For 50,000 6-egg Eggcup Containers

	Polystyrene Foam	Recycled Paper
Raw Materials		
Fuel	718 m^3	358 m^3
Natural Gas	715 m^3	18.5 m^3
Waste Paper	-	1,500 kg
Total Energy	84,548 MJ	38,288 MJ
Air Emissions		
CH_4 (methane)	3.4 kg	1.6 kg
CO_2 (carbon dioxide)	2,952.5 kg	1,788.0 kg
N_2O (Nitrous oxide)	11.5 g	16.3 g
NO_x (Nitrogen oxides)	32.7 kg	4.2 kg
SO_x (Sulfur oxides)	95.0 kg	5.8 kg

Based on Zabanioutou and Kassidi's study of the life cycle of eggcup containers in Greece, recycled paper requires much less raw material and energy than polystyrene does. As a result it causes fewer nitrogen and sulfur oxides and greenhouse gases to be released. The study shows that recycled paper eggcup production results in more nitrous oxide emissions than polystyrene foam eggcup production does. The applications of this study to the proposed ordinance are limited by its scope, but it shows some of the key emissions from the manufacturing process.

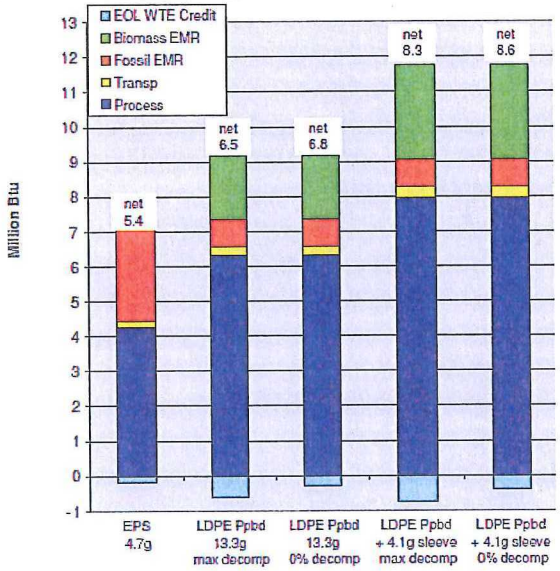
Two studies by Franklin Associates conclude that paperboard products have higher life-cycle environmental impacts than polystyrene foam. One of the two studies was sponsored by MicroGREEN Polymers to compare their 16-ounce recycled PET hot cup to similar EPS foam and paperboard cups. The data from this 2009 report is shown in Table D-3 below.

Table D-3 Franklin Associates 16-oz Hot Cup Study Life Cycle Impacts of 10,000 Cups – Postconsumer Free Approach				
	Total Energy (Million Btu)	**Global Warming Potential** (Pounds of CO_2e)	**Solid Waste (Weight)** (Pounds)	**Solid Waste (Volume)** (Cubic feet)
RPET SMX	4.65	768	205	8.66
EPS	7.46	780	136	10.49
Coated Paperboard	8.62	798	354	10.65
Coated Paperboard + Corrugated Sleeve	10.34	1,215	483	14.70

According to this study, coated paperboard hot cups with a corrugated sleeve require the use of almost 50 percent more energy than EPS foam cups during their life-cycle. They also yield far greater waste both by weight and by volume.

A separate 2011 study by Franklin Associates and sponsored by the American Chemistry Council shows that 16-ounce low-density polyethylene (LDPE) coated paperboard hot cups use more energy than EPS cups do. Other impact categories discussed in the 2011 study such as solid waste and global warming potential show similar results.

Figure D-1: Select Data from 2011 Franklin Associates LCA
Energy for 16-oz Hot Cups (10,000 average weight cups)



Each life cycle assessment or inventory uses different parameters that limit the applicability of the life cycle analysis to the products being studied. Paper products generally seem to require more energy and generate more waste than EPS foam, though their performance can depend on recycled content and the disposal path. Paper products are also compostable and biodegrade in the marine environment.

Bio-based Products

A recent trend in the disposable food service ware industry has been to make products out of materials derived from plants such as corn, sugar cane, and wheat. Two bio-based materials, polylactic acid (PLA) and bagasse, provide alternatives to plastic and paper, respectively. Polylactic acid is a polymer derived from corn starch and for a long time was only produced by NatureWorks LLC in Blair, Nebraska. That is changing as more producers enter the market. Bagasse is a dry fibrous residue that remains after juice is extracted from the crushed stalks of sugar cane.

Since PLA and bagasse can serve as substitutes for plastic and paper, they can substitute for PS foam food service ware products in ways similar to plastic and paper products. According to WorldCentric, a manufacturer of bio-based foodservice ware, producing bio-based materials uses much less energy and water than producing EPS foam. On the other hand, producing bio-based products uses more water than producing substitute plastic products. Table D-4 from their website is shown below.

Table D-4
WorldCentric Eco-profiles for different materials

Manufacturing One Pound of the Material	Energy Used (kWh)	Water Used (gals)	Solid Waste (lbs)	CO_2 Emissions (lbs)
Wheat-Straw	0.66	13.33	n/a	0.69
Sugarcane Bagasse	1.73	14.41	n/a	1.71
Corn PLA	5.37	8.29	0.042	1.3
Virgin Coated Paperboard (SBS)	5.2	12.38	2.33	3.2
100% Recycled Paperboard (SBS)	3.06	3.53	1.34	1.71
PET (Polyethylene)	10.28	7.45	0.087	2.81
PP (Polypropylene)	9.34	5.12	0.029	1.67
EPS (Polystyrene / Styrofoam)	11.28	20.54	0.113	2.51

[a] Source: WorldCentric. "Energy Savings." 2013. Accessed April 17, 2013. Available at: http://www.worldcentric.org/sustainability/energy-savings
- All eco-profiles for plastics are referenced through PlasticsEurope
- Ingeo™ PLA eco-profile data is referenced from NatureWorks LLC
- Paperboard data is referenced from Environmental Paper Network Calculator
- Since Sugar Cane and Wheat Straw fiber are discarded agricultural by-products and the plants not grown exclusively for making compostable tableware products, WorldCentric only takes energy & resource and emissions data from field to factory gate.
- Bagasse and Wheat Straw data is actual manufacturing data.

The WorldCentric eco-profiles do not include the impacts associated with the manufacture, transportation, use, and disposal of the products, which could substantially alter the results. The profiles also treat sugar cane and wheat straw fiber as by-products, so the calculations do not include the energy and water used to grow the sugar cane and wheat straw.

Further information on the life cycle impacts of bio-based products can be found in Appendix C of this Initial Study.

Divertability

The waste disposal paths available to consumers within the project area vary based on the jurisdiction and waste collection provider. The end-of-life scenario for a given product plays an important role in determining its environmental impact. For example when a plastic product is recycled and reused, it displaces a certain amount of plastic that would otherwise need to be newly-produced. The environmental benefits of that displacement are credited to the recycled product, reducing its individual environmental impact. On the other hand if that plastic product is landfilled, then none of the energy or resources that were expended for its production are recovered.

The end of life scenario of a product is an especially important factor in determining the greenhouse gas impacts of PLA products. According to Kuczenski et al., PLA remains inert in landfills but can release its full carbon content as carbon dioxide in municipal and commercial composting facilities.[2] Since PLA is made from plants, plants which capture atmospheric carbon in order to grow, if it is landfilled it serves as a carbon sink. However if PLA is composted then the carbon that was initially captured by the plants is ultimately released back into the atmosphere, which recycles carbon that has been part of the 'active' carbon cycle (as opposed to carbon from petroleum fossil fuels released from the 'geologic' carbon cycle (as opposed to carbon from petroleum fossil fuels released from the 'geologic' carbon cycle) and does not represent a net change in atmospheric carbon levels.

There are no facilities in Santa Clara County that incinerate waste and convert the heat into electricity or another form of usable energy. Some facilities perform methane recovery, but in general if a product is landfilled then the energy and resources that are contained in the product are also disposed. The following table indicates the waste disposal paths that would be followed by EPS foam and substitute foodservice products made from plastics, fibers, and compostable plastics. Some jurisdictions are in the process of adding composting programs or testing composting programs for various sectors.

[2] Kuczenski et al. "Plastic Clamshell Container Case Study." May, 2012. Page 8.

Table D-5
Food Service Ware Disposal Path by Material Type and Sector for Jurisdictions in Santa Clara County

		Material Type			
Jurisdiction	**Sector**	**EPS Foam**	**Rigid Plastic (PET, PP, PS)**	**Fiber (Paper, Bagasse)**	**Compostable Plastic (PLA)**
San Jose	Single Family Residential (SF Res)	**Landfill**	**Recycled** *If source separated*	**Landfill**	**Landfill**
	Multi-Family Residential (MF Res)	**Landfill**	**Recycled** *Source separated or post-collection MSW (Municipal Solid Waste) processing*	**Composted** *Post-collection MSW processing*	**Compostable** *Post-collection MSW processing*
	Commercial (Comm)	**Landfill**	**Recycled**	**Composted** *Post-collection processing*	**Potentially Compostable**
	Special Events	**Landfill**	**Recycled**	**Composted** *If source separated*	**Composted** *If source separated*
Campbell, Los Gatos, Monte Sereno, Saratoga	SF Res	**Landfill**	**Recycled** *if source separated*	**Landfill**	**Landfill**
	MF Res	**Landfill**	**Recycled** *if source separated*	**Landfill**	**Landfill**
	Comm	**Landfill**	**Recycled** *if source separated*	**Composted** *if source separated*	**Composted** *if source separated*
	Special Events	**Landfill**	**Recycled** *if source separated*	**Composted** *if source separated*	**Composted** *if source separated*
Cupertino	SF Res	**Landfill**	**Recycled**	**Composted** *Post Collection if source separated*	**Landfill**
	MF Res	**Landfill**	**Recycled**	**Composted** *Post Collection if source separated*	**Landfill**
	Comm	**Landfill**	**Recycled**	**Composted** *Post Collection if source separated*	**Landfill**
	Special Events	**Landfill**	**Recycled**	**Composted** *Post Collection*	**Landfill**

Table D-5
Food Service Ware Disposal Path by Material Type and Sector for Jurisdictions in Santa Clara County

		Material Type			
Jurisdiction	**Sector**	**EPS Foam**	**Rigid Plastic (PET, PP, PS)**	**Fiber (Paper, Bagasse)**	**Compostable Plastic (PLA)**
Gilroy	SF Res	**Landfill**	**Recycled**	**Composted** *if source separated in organics cart*	**Composted** *if source separated in organics cart*
	MF Res	**Landfill**	**Recycled**	**Landfill**	**Landfill**
	Comm	**Landfill**	**Recycled**	**Composted** *if source separated in organics cart*[1]	**Composted** *if source separated in organics cart*[1]
	Special Events	**Landfill**	**Recycled**	**Composted** *if source separated by event organizer*	**Composted** *if source separated by event organizer*
Los Altos	SF Res	**Landfill**	**Recycled**	**Recycled/ Composted**[2]	**Landfill**
	MF Res	**Landfill**	**Recycled**	**Recycled/ Composted**[2]	**Landfill**
	Comm	**Landfill**	**Recycled**	**Recycled/ Composted**[2]	**Landfill**
	Special Events	**Landfill**	**Recycled**	**Recycled/ Composted**[2]	**Landfill**
Milpitas	SF Res	**Landfill**	**Recycled**	**Landfill**	**Landfill**
	MF Res	**Landfill**	**Recycled**	**Landfill**	**Landfill**
	Comm	**Landfill**	**Recycled**	**Landfill**	**Landfill**
	Special Events	**Landfill**	**Recycled**	**Landfill**	**Landfill**
Morgan Hill	SF Res	**Landfill**	**Recycled**	**Composted** *if source separated in organics cart*	**Composted** *if source separated in organics cart*
	MF Res	**Landfill**	**Recycled**	**Landfill**	**Landfill**
	Comm	**Landfill**	**Recycled**	**Composted** *if source separated in organics cart*[1]	**Composted** *if source separated in organics cart*[1]
	Special Events	**Landfill**	**Recycled**	**Composted** *if source separated by event organizer*	**Composted** *if source separated by event organizer*

Table D-5 Food Service Ware Disposal Path by Material Type and Sector for Jurisdictions in Santa Clara County					
		Material Type			
Jurisdiction	Sector	EPS Foam	Rigid Plastic (PET, PP, PS)	Fiber (Paper, Bagasse)	Compostable Plastic (PLA)
Mountain View[3]	SF Res	**Landfill**	**Recycled** *Source separated or post-collection MSW processing*	**Landfill**	**Landfill**
	MF Res	**Landfill**	**Recycled** *Source separated or post-collection MSW processing*	**Landfill**	**Landfill**
	Comm	**Landfill**	**Recycled**	**Composted or Landfill** *if source separated*[4]	**Composted or Landfill** *if source separated*[4]
	Special Events	**Landfill**	**Recycled**	**Composted** *if source separated*	**Composted** *if source separated*
Palo Alto	SF Res	**Landfill**	**Recycled**	**Landfill** *compost pilot*	**Landfill** *compost pilot*
	MF Res	**Landfill**	**Recycled**	**Composted** *if source separated*	**Composted** *if source separated*
	Comm	**Landfill**	**Recycled**	**Composted** *if source separated*	**Potentially Compostable** *if source separated*
	Special Events	**Landfill**	**Recycled**	**Composted** *if source separated*	**Composted** *if source separated*
Santa Clara	SF Res	**Landfill**	**Recycled**	**Landfill** *clean paper recycled*	**Landfill**
	MF Res	**Landfill**	**Recycled**	**Landfill** *clean paper recycled*	**Landfill**
	Comm	**Landfill**	**Recycled**	**Landfill** *clean paper recycled*	**Landfill**
	Special Events	**Landfill**	**Recycled**	**Landfill** *clean paper recycled*	**Landfill**
Sunnyvale	SF Res	**Landfill**	**Recycled**[5]	**Landfill**	**Landfill**
	MF Res	**Landfill**	**Recycled**[5]	**Landfill**	**Landfill**
	Comm	**Landfill**	**Recycled**[5]	**Composted** *if participant in food scrap pilot program only*	**Composted** *if participant in food scrap pilot program only*
	Special Events	**Landfill**	**Recycled**[5]	**Composted** *if source separated; Annual Art and Wine Festival Only*	**Composted** *if source separated; Annual Art and Wine Festival Only*

Table D-5
Food Service Ware Disposal Path by Material Type and Sector for Jurisdictions in Santa Clara County

		Material Type			
Jurisdiction	**Sector**	**EPS Foam**	**Rigid Plastic (PET, PP, PS)**	**Fiber (Paper, Bagasse)**	**Compostable Plastic (PLA)**
Uninc. County, Districts 1, 4, 5 A,B, & C	SF Res	**Landfill**	**Recycled**	**Landfill**	**Landfill**
	MF Res	**Landfill**	**Recycled**	**Landfill**	**Landfill**
	Comm	**Landfill**	**Recycled**	**Landfill**	**Landfill**
	Special Events	**Landfill**	**Recycled**	**Landfill**	**Landfill**
Uninc. County, District 2	SF Res	**Landfill**	**Recycled**	**Recycled** *if source separated*	**Landfill**
	MF Res	**Landfill**	**Recycled**	**Recycled** *if source separated*	**Landfill**
	Comm	**Landfill**	**Recycled**	**Recycled** *if source separated*	**Landfill**
	Special Events	**Landfill**	**Recycled**	**Recycled** *if source separated*	**Landfill**
Uninc. County, District 3A	SF Res	**Landfill**	**Recycled**	**Recycled**[6]	**Landfill**
	MF Res	**Landfill**	**Recycled**	**Recycled**[6]	**Landfill**
	Comm	**Landfill**	**Recycled**	**Recycled**[6]	**Landfill**
	Special Events	**n/a**	**n/a**	**n/a**	**n/a**
Uninc. County, District 3, B & C	SF Res	**Landfill**	**Recycled** *if source separated*	**Landfill**	**Landfill**
	MF Res	**Landfill**	**Recycled** *if source separated*	**Landfill**	**Landfill**
	Comm	**Landfill**	**Recycled** *if source separated*	**Landfill**	**Landfill**
	Special Events	**Landfill**	**Recycled** *if source separated*	**Composted** *if source separated*	**Composted** *if source separated*

[1] Gilroy and Morgan Hill: only 3-4 businesses currently have organics collection.
[2] Los Altos: paper is recycled or composted depending on type (e.g. clean or soiled), Bagasse is composted.
[3] Mountain View: rigid plastic clamshells not accepted for recycling.
[4] Mountain View: composting program available to all businesses beginning July 1, 2013.
[5] Single-use disposable plastic foodservice ware is recycled when/if markets exist. Other rigid plastics (#1-#7) are recycled.
[6] District 3a: Processed MSW fiber is composted, mixed recycled fiber is recycled.

Coolers/Ice Chests

Jurisdictions within the project area may prohibit the sale of expanded polystyrene coolers or ice chests along with EPS foam food service ware. EPS foam ice chests tend to range in volume from 22 to 30 quarts, or enough to hold 24 12-ounce cans. At this time, the City of San José is unable to identify any disposable substitutes that might be used in place of EPS foam coolers. Therefore it is expected that people would use either durable plastic ice chests or insulated bag coolers as alternatives.

Information on the environmental impacts of ice chests is sparse, and the City could not find any life-cycle analyses or inventories to document the impacts of substitute containers. As shown above, polystyrene foam containers consistently weigh less than their plastic counterparts. It is reasonable to assume that durable plastic substitute coolers are heavier than EPS foam coolers of similar sizes. Not only do durable plastic coolers weigh more than comparable EPS foam coolers, they also can be much larger. For example, Wal-Mart offers a 150-quart Rubbermaid ice chest, which offers a volume more than five times greater than the typical EPS foam ice chest.

Based on weight and the information presented in this appendix, it seems that the production of a polystyrene foam ice chest would have fewer environmental impacts than the production a durable plastic ice chest. When looking at the full life-cycle of the two, it is less clear. Durable plastic coolers are intended for reuse over many years whereas EPS foam coolers may be used as few as one or two times. The longer a durable plastic cooler is used, the better its environmental performance will be relative to an EPS foam cooler.

With regards to the end of life phase, neither product is recyclable or compostable, so both would end up in landfills when disposed of properly. If improperly disposed, polystyrene foam coolers would be more likely to break into pieces and disperse in the terrestrial or marine environment than durable coolers. This is due to the fact that EPS foam coolers are made of small PS foam beads that can break apart from physical impacts as well as erosive forces from water, sand, and wind.

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-9

Santa Clara All-America City 2001

Date: April 22, 2014

To: City Manager for Council Action

From: City Attorney

Subject: Resolution Establishing the Political Campaign Voluntary Expenditure Limit and Campaign Contribution Limit Pursuant to City Code Chapter 2.130 (Political Campaign Finance Reform Act)

EXECUTIVE SUMMARY:

The City of Santa Clara Political Campaign Finance Reform Act (the "Act") established an initial base for a candidate's voluntary campaign expenditures at $25,000 for the November 2000 City election. The ordinance contains a cost of living adjustment using the index from the U.S. Department of Labor, Bureau of Consumers (CPI-U), San Francisco, Oakland, San Jose subgroup – all items ("CPI"). The expenditure limit was last adjusted (using the previous formula) to $36,800 by the City Council on April 24, 2012. Applying the CPI pursuant to the ordinance, as amended, yields an increase of four percent (4%), when calculated from April 2012 to the present. This results in an adjusted figure of $38,300.

Since inception of the Act, limits on individual campaign contributions have been $500 for candidates who accept the voluntary expenditure limit and $250 for those who do not. As amended, the ordinance will now require the applicable contribution limits to also be adjusted by the CPI of 4%. This results in adjusted figures of $520 and $260, respectively.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The advantage of adopting the attached Resolution is that increasing the campaign expenditure limit will keep pace with inflation and the increased costs of printing and postage, which in turn allows candidates to effectively communicate with voters; and, increasing the campaign contribution by the same calculation ensures fairness for political campaign candidates within the City. There is no disadvantage to adopting the proposed resolution.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council adopt the attached Resolution establishing the Political Campaign Voluntary Expenditure Limit at $38,300 and adjusting the Campaign Contribution Limit at $520 for candidates who accept the voluntary expenditure limit and $260 for those who do not for the November 4, 2014 City election.

APPROVED:

Richard E. Nosky, Jr.
City Attorney

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Resolution Establishing the Voluntary Expenditure Limit and Campaign Contribution Limit

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ESTABLISHING THE POLITICAL CAMPAIGN VOLUNTARY EXPENDITURE LIMIT AND THE CAMPAIGN CONTRIBUTION LIMIT FOR THE NOVEMBER 4, 2014 CITY ELECTION PURSUANT TO CHAPTER 2.130 OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

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

WHEREAS, Chapter 2.130 (Political Campaign Finance Reform Act) of "The Code of the City of Santa Clara, California" (City Code) contains provisions (i) limiting the expenditure of campaign funds by the candidates and (ii) controlling the campaign contributions to candidates for elective office in the City of Santa Clara; and,

WHEREAS, Section 2.130.160 (Candidate acceptance or rejection of expenditure limits) of the City Code provided for an initial voluntary expenditure limit of $25,000, but further provided that the $25,000 limit was to be adjusted for the cost of living prior to each election. The expenditure limit was last adjusted (using the previous formula) to $36,800 by the City Council on April 24, 2012.

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

SECTION 1: The political campaign voluntary expenditure limit for the November 4, 2014, City Council election is established at $38,300. The City Council established the last voluntary expenditure limit of $36,800 on April 24, 2012. The ordinance contains a cost of living adjustment using the index from the U.S. Department of Labor, Bureau of Consumers (CPI-U), San Francisco, Oakland, San Jose subgroup – all items (CPI). Applying the CPI pursuant to the ordinance, as amended, yields an increase of four percent (4%), when calculated from April 2012 to the present. This results in an adjusted figure of $38, 300.

SECTION 2: The campaign contribution limits are established at $520 for those who accept the voluntary expenditure limit and $260 for those who do not accept the voluntary expenditure limit. Using the same CPI calculator of four percent (4%) results in the adjusted figures from $500 and $250, respectively.

SECTION 3: The campaign expenditure limitation amount of $36,800 established by Resolution No. 12-7930 (adopted April 24, 2012) is hereby repealed.

SECTION 4: 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.

SECTION 5: 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 APRIL, 2014, BY THE FOLLOWING VOTE:

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

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None
I:\RESOLUTIONS\14.0581 Adjusting Political Campaign Voluntary Exp and Campaign Contribution Limits 04-22-14.doc

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-10

Date: April 22, 2014

To: City Manager for Council Action

From: City Attorney

Subject: Adoption of Ordinance No. 1924 Amending Chapter 2.130 (Political Campaign Finance Reform Act) of Title 2 (Administration and Personnel) of the City Code to Reflect Updates to the Political Campaign Reform Act

EXECUTIVE SUMMARY:

Ordinance No. 1924 amending Chapter 2.130 (Political Campaign Finance Reform Act) of Title 2 (Administration and Personnel) of the City Code to reflect updates to the Political Campaign Finance Reform Act was passed for the purpose of publication ("passed to print") on April 8, 2014. Pursuant to City Charter Sections 808 and 812, proposed Ordinance No. 1924 was published on April 16, 2014 and copies were posted in at least three public places. The City of Santa Clara Political Campaign Finance Reform Act (the "Act") was adopted in 2000 and has remained largely unchanged since that time. Although the Act has worked well and achieved its intended purposes, it is appropriate to update the Act in several respects to reorganize certain sections, clarify issues that have arisen over the years and keep up with legal developments.

DISCUSSION:

Adopted on January 11, 2000, the Act (Chapter 2.130, et seq. of the City Code) was intended to ensure that individuals and interest groups in the City have a fair and equal opportunity to participate in the elective process. In adopting the Act, the City Council's primary goals were to:

(a) Ensure that individuals and interest groups in the City have a fair and equal opportunity to participate in the municipal elective and governmental processes;

(b) Reduce the influence of large contributors with a specific financial stake in matters before the City Council, thus countering the perception that decisions are influenced more by the size of contributions than the best interests of the people of the City;

(c) Encourage candidates to limit their overall expenditures in campaigns, thereby reducing the pressure on candidates to raise large campaign war chests for defensive purposes, beyond the amount necessary to communicate reasonably with voters;

(d) Increase the value of smaller contributions to candidates;

(e) Reduce the fund raising advantage of incumbents and thus encourage competition for elective office;

(f) Allow candidates and officeholders to spend a lesser portion of their time on fund raising and a greater portion of their time dealing with issues of importance to their constituents;

(g) Improve the disclosure of contribution sources in reasonable and effective ways; and

(h) Help restore public trust in governmental electoral institutions. (See, Santa Clara City Code Sec. 2.130.030)

Since 2000, the City has operated a number of municipal elections and overseen numerous political campaigns. Over that time, it is evident that the Act has served the purposes for which it was intended. Despite the fact that 14 years have passed, those purposes are just as relevant today.

ADVANTAGES AND DISADVANTAGES OF ISSUE:
This ordinance will clarify the existing Act and ensure fairness for political campaign candidates within the City. There are no disadvantages to the City.

ECONOMIC/FISCAL IMPACT:
There is no cost to the City other than administrative staff time and expense.

RECOMMENDATION:
That the Council adopt Ordinance No. 1924 amending Chapter 2.130 (Political Campaign Finance Reform Act) of Title 2 (Administration and Personnel) of "The Code of the City of Santa Clara, California" to reflect updates to the Political Campaign Finance Reform Act.

Richard E. Nosky, Jr.
City Attorney

Approved:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Ordinance No. 1924
I:\AGENDA\AGENDA REPORTS\Ordinance Adoption 1924 - Political Campaign Finance Reform Act.doc

ORDINANCE NO. 1924

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 2.130 (POLITICAL CAMPAIGN FINANCE REFORM ACT OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

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

WHEREAS, the monetary contributions to political campaigns are a legitimate form of participation in the American political process, but large contributions may have an undue influence on candidates or create the appearance of an undue influence in the political process;

WHEREAS, the rapidly increasing costs of political campaigns have forced many candidates to raise larger and larger percentages of money from individuals and interest groups with a specific financial stake in matters before the City Council. This has caused a public perception that votes are being improperly influenced by monetary contributions to candidates. This perception is undermining the credibility and integrity of the governmental process;

WHEREAS, high campaign costs are forcing officeholders to spend more time on fundraising and less time on the public's business. The periodic pressure to raise contributions distracts officeholders from urgent governmental matters;

WHEREAS, the integrity of the governmental process, the competitiveness of campaigns and public confidence in local officials are all diminishing;

WHEREAS, campaign contributions and campaign expenditures in municipal election campaigns should be fully and truthfully disclosed in order that the voters may be fully informed about a candidate's sources of campaign contributions.

WHEREAS, individual contributions in excess of Five Hundred Dollars ($500.00) may result in the reasonable perception by the public of the appearance of undue influence on successful candidates by

larger contributors. Limiting contributions below this level for candidates accepting the voluntary expenditure limits of this chapter will bolster the public's trust in the local electoral process;

WHEREAS, limiting contributions to Two Hundred Fifty Dollars ($250.00) for candidates who do not accept voluntary campaign limits represents a reasonable incentive for candidates to accept voluntary expenditure limits without reducing any candidate's ability to effectively campaign or to reasonably raise adequate campaign funds; and,

WHEREAS, the difference between the alternative contribution limits is not calculated to deny any candidate the option of not accepting expenditure limits. Rather, it is intended to reflect a meaningful distinction to be appreciated by both candidates and the public encouraging fair elections free from the perceived negative effects of excessive campaign spending.

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

SECTION 1: That Chapter 2.130 ("Political Campaign Finance Reform Act") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California" ("SCCC") is replaced in its entirety to read as follows:

"Chapter 2.130
POLITICAL CAMPAIGN FINANCE REFORM ACT

Sections:

Article I. Findings and Purposes

2.130.010 Title.
2.130.020 Findings and declarations.
2.130.030 Purpose of this chapter.

Article II. Definitions

2.130.040 Interpretation of this chapter.

Article III. Contribution Limits

2.130.050 Limits on contributions from persons.
2.130.060 Prohibition on transfers of campaign contribution funds.
2.130.070 Return of contributions.

2.130.080 Aggregation of payments.
2.130.090 Loans from third party sources.
2.130.100 Family contributions.
2.130.110 Money received by officials treated as contributions, income or gifts.
2.130.120 One campaign committee and one checking account per candidate.
2.130.130 Limit on cash contributions; cash expenditures.
2.130.140 Limit on anonymous contributions.
2.130.150 Contributions on behalf of others prohibited.

Article IV. Voluntary Expenditure Limits
2.130.160 Candidate acceptance or rejection of expenditure limits.
2.130.070 Extinguishment of expenditure limit.

Article V. Surplus Campaign Funds
2.130.180 Use of surplus campaign funds.

Article VI. Enforcement
2.130.190 Penalties for violation of this chapter.
2.130.200 Civil actions.
2.130.210 Injunctive relief.
2.130.220 Cost of litigation.
2.130.230 Disqualification.
2.130.240 Effect of violation on outcome of election.
2.130.250 Right to cure violation.

Article VII. Additional Disclosure Requirements
2.130.260 Additional pre-election campaign statement.
2.130.270 Disclosure of occupation and employer of contributor.
2.130.280 Submission of campaign disclosure statements.

Article VIII. Agency Responsibility
2.130.290 Duties of the local filing officer.

Article IX. Miscellaneous Provisions
2.130.300 Applicability of other laws.
2.130.310 Severability

Article I. Findings and Purposes

2.130.010 Title.

In 1974, the voters of California approved a far-reaching initiative measure commonly known as Proposition 9. The provisions of Proposition 9 were codified into the California Government Code as Title 9 (entitled "Political Reform" – § 81000 et seq.). This enactment is commonly referred to as

the "Political Reform Act of 1974," hereinafter the "Political Reform Act." Among other things, the Political Reform Act subjected all public officials to rigorous conflicts of interest provisions and imposed explicit regulation and accountability for political campaign contributions and expenditures on elected officials.

This chapter shall be known as the "City of Santa Clara Political Campaign Finance Reform Act" ("Act"). It is intended to supplement the provisions of the Political Reform Act, as it is amended from time to time. In some instances, the Act is intended to be a convenient, single source reminder of the applicable State law. In other instances, the provisions of the Act are expressly intended to be more restrictive than the Political Reform Act. (Ord. 1745 § 2, 1-11-00).

2.130.020 Findings and declarations.

In enacting this chapter, the following findings and declarations are adopted:

(a) Monetary contributions to political campaigns are a legitimate form of participation in the American political process, but large contributions may have an undue influence on candidates or create the appearance of an undue influence in the political process.

(b) The rapidly increasing costs of political campaigns have forced many candidates to raise larger and larger percentages of money from individuals and interest groups with a specific financial stake in matters before the City Council. This has caused a public perception that votes are being improperly influenced by monetary contributions to candidates. This perception is undermining the credibility and integrity of the governmental process.

(c) High campaign costs are forcing officeholders to spend more time on fundraising and less time on the public's business. The periodic pressure to raise contributions distracts officeholders from urgent governmental matters.

(d) The integrity of the governmental process, the competitiveness of campaigns and public confidence in local officials are all diminishing.

(e) Campaign contributions and campaign expenditures in municipal election campaigns should be fully and truthfully disclosed in order that the voters may be fully informed about a candidate's sources of campaign contributions. (Ord. 1745 § 2, 1-11-00).

(f) Specific Findings Regarding Two Tiered Contribution Limits. The contribution limits set forth in Section 2.130.050 herein are based on the following specific findings:

(1) Individual contributions in excess of Five Hundred Dollars ($500.00) may result in the reasonable perception by the public of the appearance of undue influence on successful candidates by larger contributors. Limiting contributions below this level for candidates accepting the voluntary expenditure limits of this chapter will bolster the public's trust in the local electoral process.

(2) Limiting contributions to Two Hundred Fifty Dollars ($250.00) for candidates who do not accept voluntary campaign limits represents a reasonable incentive for candidates to accept voluntary expenditure limits without reducing any candidate's ability to effectively campaign or to reasonably raise adequate campaign funds.

(3) The difference between the alternative contribution limits is not calculated to deny any candidate the option of not accepting expenditure limits. Rather, it is intended to reflect a meaningful distinction to be appreciated by both candidates and the public encouraging fair elections free from the perceived negative effects of excessive campaign spending.

2.130.030 Purpose of this chapter.

This chapter is to be liberally construed to effectuate the following purposes:

(a) Ensure that individuals and interest groups in the City have a fair opportunity to participate in the municipal elective and governmental processes.

(b) Reduce the influence of large contributors with a specific financial stake in matters before the City Council, thus countering the perception that decisions are influenced more by the size of contributions than the best interests of the people of the City.

(c) Encourage candidates to limit their overall expenditures in campaigns, thereby reducing the pressure on candidates to raise large campaign war chests for defensive purposes, beyond the amount necessary to communicate reasonably with voters.

(d) Increase the value of smaller contributions to candidates.

(e) Reduce the fund raising advantage of incumbents and thus encourage competition for elective office.

(f) Allow candidates and officeholders to spend a lesser portion of their time on fund raising and a greater portion of their time dealing with issues of importance to their constituents.

(g) Improve the disclosure of contribution sources in reasonable and effective ways.

(h) Help restore public trust in governmental and electoral institutions. (Ord. 1745 § 2, 1-11-00).

Article II. Definitions

2.130.040 Interpretation of this chapter.

Unless a term is specifically defined in this chapter, or the contrary is stated (or clearly appears from the context), the definitions set forth in Chapter 2 ("Definitions" – § 82000 et seq. of the Government Code) of the State Political Reform Act shall govern the interpretation of the provisions of this chapter.

(a) "Election cycle" means that period commencing on May 1st of a general election year and concluding on December 31st of that same year. If a special election is conducted, the election cycle shall commence on the first day of the month at least six months before the election and shall conclude on the last day of the month following the election (i.e., assume a March date is used for a City special election for an elective office; September 1st (the first day of the month at least six months before the election date) would be the first day of the election cycle and April 30th (the last day of the month following the election) would be the last day of the election cycle).

(b) "Campaign literature" means any communication which meets the following criteria: (i) it is distributed during the campaign cycle, (ii) it identifies the candidate (even if the fact of candidacy is not mentioned in the communication, it is deemed that there is a valuable benefit to the candidate gained by the name recognition generated through the distribution of a communication during a campaign cycle) and (iii) the candidate (and/or the candidate's campaign committee) has paid for at least fifteen percent (15%) of the cost of preparation and/or distribution inclusion of the communication. The candidate's cost for the campaign literature shall be identified and accounted for as a campaign expense.

(c) The term "office" means the offices of Mayor, City Council, Chief of Police and City Clerk. (Ord. 1745 § 2, 1-11-00; Ord. 1788 §§ 2, 3, 2004; Ord. 1835 § 1, 4-15-08).

Article III. Contribution Limits

2.130.050 Limits on contributions from persons.

(a) No person shall make to any candidate for office or the controlled committee of such a candidate and no such candidate and the candidate's controlled committee shall accept from any such person a contribution or contributions totaling more than two hundred and fifty dollars ($250.00) during the election cycle for each election in which the candidate is on the ballot or is a

write-in candidate. Acceptance of the voluntary expenditure limits contained in SCCC 2.130.160 shall raise the contribution limit to five hundred dollars ($500.00). Beginning in 2014, the contribution limits established in this section shall be adjusted on an annual basis by a percentage equal to the Consumer Price Index for all Urban Consumers for the San Francisco Bay Area (CPI). The adjustment to the contribution limits shall be by City Council resolution adopted at least six months prior to each election. The adjustment shall be rounded off to the nearest ten dollar figure [downward (if $4.99 or less) or upward (if $5.00 or more)].

(b) Nothing in this chapter shall prohibit a candidate from making unlimited contributions to his/her own campaign.

(c) No person shall make to any candidate for office or the controlled committee of such a candidate and no such candidate or candidate controlled committee may accept a contribution unless it is made or accepted during the election cycle.

(d) The last day a campaign contribution may be deposited shall be eleven (11) calendar days before the election date (i.e., a Tuesday, November 2nd election date would make Friday, October 22nd the last day to deposit a contribution) and (ii) the last day a payment for campaign expenses may be made shall be the last day of the month following the election month (i.e., a November election would require that all campaign expenses be paid by December 31st – the last day of the month following the election month).

(e) Nominal in-kind contributions not exceeding one hundred dollars ($100.00) per source shall be allowed between the closing of the fundraising window and election day, provided that the contribution meets all other requirements of this chapter.

(f) Committees formed to support or oppose a ballot measure shall be excepted from the limitations contained in this Section. (Ord. 1745 § 2, 1-11-00; Ord. 1835 § 2, 4-15-08).

2.130.060 Prohibition on transfers of campaign contribution funds.

No candidate controlled committee shall make any contribution to any other candidate running for office, his or her controlled committee or any committee supporting or opposing a candidate for office. (Ord. 1745 § 2, 1-11-00).

2.130.070 Return of contributions.

A contribution shall not be considered to be received if it is not negotiated, deposited or utilized, or if it is returned to the donor within fourteen (14) calendar days of receipt. In the case of a late contribution, as defined in the Political Reform Act, it shall not be deemed received if it is returned to the contributor within 48 hours of receipt. (Ord. 1745 § 2, 1-11-00).

2.130.080 Aggregation of payments.

For purposes of the contributions limits in this article, the following shall apply:

(a) All payments made by a person, as broadly defined in the Political Reform Act, whose contributions or expenditures are financed, maintained or controlled by any other person shall be considered to be made by a single person, committee or small contributor political action committee.

(b) Two or more entities shall be treated as one person when any of the following circumstances apply:

(1) The entities share the majority of members of their boards of directors.

(2) The entities share two or more officers.

(3) The entities are owned or controlled by the same majority shareholder or shareholders.

(4) The entities are in a parent-subsidiary relationship.

(c) An individual and any general partnership in which the individual is a partner, or an individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.

(d) No committee which supports or opposes a candidate for office shall have as officers individuals who serve as officers on any other committee which supports or opposes the same candidate. No such committee shall act in concert with, or solicit or make contributions on behalf of any other committee. This subsection shall not apply to treasurers of committees if these treasurers do not participate in or control in any way a decision on whether the candidate or candidates receive contributions. (Ord. 1745 § 2, 1-11-00).

2.130.090 Loans from third party sources.

(a) A loan shall be considered a contribution from the maker and the guarantor of the loan and shall be subject to the contribution limits (two hundred and fifty dollars ($250.00, as adjusted from time to time) or five hundred dollars ($500.00, as adjusted from time to time) if the voluntary expenditure limit is accepted) of this chapter.

(b) Every loan to a candidate or the candidate's controlled committee shall be by written agreement and shall be filed with the candidate's or committee's campaign statement on which the loan is first reported.

(c) The proceeds of a loan made to a candidate by a commercial lending institution in the regular course of business on the same terms available to members of the public and which is secured or guaranteed shall not be subject to the contribution limits of this chapter.

(d) Extensions of credit (other than commercial loans pursuant to subsection (c) of this section for a period of more than thirty (30) calendar days are subject to the contribution limits of this chapter. (Ord. 1745 § 2, 1-11-00).

2.130.100 Family contributions.

(a) Contributions by a husband and wife shall be treated as separate contributions and shall not be aggregated.

(b) Contributions by children under eighteen (18) years of age shall be treated as contributions by their parents and attributed proportionately to each parent (one-half to each parent or the total amount to a single custodial parent). (Ord. 1745 § 2, 1-11-00).

2.130.110 Money received by officials treated as contributions, income or gifts.

Any funds received by an elected official or candidate running in the City or any committee controlled by such an official or candidate shall be considered either a campaign contribution, income or a gift. All campaign contributions received by such persons shall be subject to the provisions of this chapter unless such campaign contributions are used exclusively for elections held outside the City. All income and gifts shall be subject to the conflict of interest provisions of the Political Reform Act. (Ord. 1745 § 2, 1-11-00).

2.130.120 One campaign committee and one checking account per candidate.

A candidate shall have no more than one campaign committee and one checking account out of which all expenditures shall be made. This section shall not prohibit the establishment of savings or investment accounts, but no qualified campaign expenditures shall be made out of these accounts. (Ord. 1745 § 2, 1-11-00).

2.130.130 Limit on cash contributions; cash expenditures.

This section is a reminder of a portion of the provisions of Government Code § 84300 pertaining to cash:

(a) No contribution of one hundred dollars ($100.00) or more shall be made or received in cash.

(b) No expenditure of one hundred dollars ($100.00) or more shall be made or received in cash.

The remaining provisions of Government Code § 84300 shall remain in effect. (Ord. 1745 § 2, 1-11-00).

2.130.140 Limit on anonymous contributions.

No person shall make an anonymous contribution(s) to a candidate or controlled committee totaling one hundred dollars ($100.00) or more in any election cycle. An anonymous contribution of one hundred dollars ($100.00) or more shall not be kept by the intended recipient, but shall instead be promptly paid to the City Clerk for deposit in the general fund of the City to be earmarked for the purpose of offsetting any costs incurred by the City in enforcing this Chapter. (Ord. 1745 § 2, 1-11-00).

2.130.150 Contributions on behalf of others prohibited.

No contribution shall be made, directly or indirectly, by any person in a name other than the name by which such person is legally identified. (Ord. 1745 § 2, 1-11-00).

Article IV. Voluntary Expenditure Limits

2.130.160 Candidate acceptance or rejection of expenditure limits.

(a) Each candidate for City office shall file a "Declaration of Candidacy Statement" ("Declaration") which shall be in a form to be determined by the City Clerk before that candidate accepts any campaign contributions. At the time of filing his/her declaration, the candidate shall indicate on the Declaration his/her acceptance or rejection of the voluntary expenditure limit of twenty-five thousand dollars ($25,000.00 – the base was established in February, 2000),, which, beginning in 2014, shall be adjusted on an annual basis solely by a percentage equal to the San Francisco Bay Area All Urban Consumer Price Index (CPI). The adjustment to the voluntary

expenditure limit shall be by City Council resolution adopted at least six months prior to each election. The adjustment shall be rounded off to the nearest hundred dollar figure [downward (if $49.99 or less) or upward (if $50.00 or more)].

(b) For candidates accepting the voluntary expenditure limits, the following advantages apply:

(1) The candidate may accept a contribution of up to five hundred dollars ($500.00, as adjusted from time to time) from each contributor.

(2) The City shall pay for one-half the cost of the candidate's statement of qualifications printed in the ballot pamphlet.

(3) The sample ballot shall contain a designation that the candidate was a participant in the voluntary expenditure limit program.

(4) The candidate's name shall be listed in a newspaper of general circulation indicating they have been a participant in the voluntary expenditure limit program.

(5) The candidate's participation in the voluntary expenditure limit program shall be disseminated for public information on the City's website, government access cable television channel, public libraries, public offices, etc.

(c) A candidate who agrees to accept the voluntary expenditure limit in this article may not change that decision, except where an opposing candidate files a statement of rejection of the voluntary expenditure limit, the candidate may rescind his/her acceptance of the voluntary expenditure limit within seventy-two (72) hours of the final date that nomination papers can be filed; provided, that the candidate will be limited from the date of his/her rescission to a maximum contribution limit of two hundred fifty dollars ($250.00, as adjusted from time to time) per source.

(d) A candidate who agrees to accept the voluntary expenditure limit in this article shall not exceed the expenditure limit of twenty-five thousand dollars ($25,000.00), as adjusted from time to time. The candidate shall immediately notify all opponents and the City Clerk by telephone and by confirmation in writing the day the expenditure limit is exceeded. (Ord. 1745 § 2, 1-11-00; Ord. 1768 § 2, 5-7-02; Ord. 1788 § 4, 2004; Ord. 1835 §§ 3, 4, 4-15-08).

(e) The following shall not count toward the Voluntary Expenditure Limit: (i) the cost of the candidate statement, whether paid by the candidate or the City; (ii) contributions returned by the candidate within thirty (30) days of receipt; and (iii) filing fees required by state or local law.

2.130.170 Extinguishment of expenditure limit.

If a candidate violates the campaign expenditure limit of this article, the expenditure limit shall no longer be applicable to the other candidates running for the same office. (Ord. 1745 § 2, 1-11-00).

Article V. Surplus Campaign Funds

2.1.130.180 Use of surplus campaign funds

(a) At the termination of the election cycle, all candidates (whether defeated or elected) shall be required to have a zero balance in their campaign fund account. Disbursement of all unused ("surplus") campaign funds is mandatory by the termination of the election cycle.

(b) With respect to loans a candidate makes to his/her own campaign, before the end of the election cycle, either (i) the loan must be repaid in full to the candidate, or (ii) the outstanding loan balance must be forgiven ("written off") by the candidate.

(c) Surplus campaign funds may be expended (i) for a post-election event held no later than the end of the election cycle, and/or (with the explicit exclusion of payment for an elected

officer's expenses unrelated to the election campaign), (ii) for the purposes delineated in Government Code Section 89519(b) (entitled "Surplus campaign funds; disclosure; use").

(d) The City's campaign expenditure limitations do not apply to surplus campaign funds disbursed in compliance with the provisions of this section.

Article VI. Enforcement

2.130.190 Penalties for violation of this chapter.

Pursuant to SCCC 1.05.070, the enforcement of violations of the provisions of this chapter may be prosecuted as an infraction or misdemeanor.

(a) Infraction/Misdemeanor. Any person who violates any of the provisions of this chapter shall be guilty of an infraction and/or misdemeanor.

(b) Prosecution. Every violation of this chapter shall be a misdemeanor; provided, however, that where the prosecutor has determined that such action would be in the best interest of justice, the prosecutor may specify in the accusatory pleading or citation, that the violation shall be prosecuted as an infraction.

(c) Penalty for Infraction. Each and every violation of this chapter which is deemed an infraction is punishable by a fine not exceeding two hundred and fifty dollars ($250.00).

(d) Penalty for Misdemeanor. Each and every violation of this chapter which is deemed a misdemeanor is punishable by a penalty of not more than one thousand dollars ($1,000.00), or by imprisonment in the City or County jail for a period of not exceeding six months, or, by both penalty and imprisonment.

2.130.200 Civil actions.

(a) Any person who intentionally or negligently violates any provision of this chapter shall be liable in a civil action brought by a person residing within the city for an amount not more than three times the amount of the unlawful contribution or expenditure.

(b) If two or more persons are responsible for any violation, they shall be jointly and severally liable.

(c) In determining the amount of liability, the court may take into account the seriousness of the violation and the degree of culpability of the defendant. If a judgment is entered against the defendant or defendants in an action, the plaintiff shall receive fifty percent (50%) of the amount recovered. The remaining fifty percent (50%) shall be deposited into the general fund of the City. In an action brought by the District Attorney, the judgment shall be paid to the general fund of the County of Santa Clara.

(d) No civil action alleging a violation of any provision of this Act shall be filed more than two years after the date the violation occurred.

(e) The provisions of SCCC 2.130.240, Effect of violation on outcome of election, shall apply. (Ord. 1745 § 2, 1-11-00).

2.130.210 Injunctive relief.

Any person residing in the City may sue for injunctive relief to enjoin violations or to compel compliance with the provisions of this chapter. (Ord. 1745 § 2, 1-11-00).

2.130.220 Cost of litigation.

The court may award to a plaintiff or defendant who prevails in any action authorized by this chapter, costs of litigation, including reasonable attorneys' fees. (Ord. 1745 § 2, 1-11-00).

2.130.230 Disqualification.

In addition to any other penalties prescribed by law, if an official receives a contribution in violation of this chapter, the official shall not be permitted to make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which the contributor has a financial interest. The provisions of Government Code § 87100 et seq., and the pertinent regulations of the Fair Political Practices Commission (Title 2, Division 6, Chapter 7 (entitled "Conflicts of Interest – Section 18700 et. seq)) shall apply to interpretations of this section. (Ord. 1745 § 2, 1-11-00).

2.130.240 Effect of violation on outcome of election.

If a candidate is found by a court (or jury) to have violated any provision of this chapter, the court shall make a determination as to whether the violation had a material effect on the outcome of the election. If the court finds the violation did have a material effect on the election, the following shall apply.

(a) If the court determination becomes final before the date of the election, the votes for such candidate shall not be counted and the election shall be determined on the basis of the votes cast for the other candidates in that race;

(b) If the court determination becomes final after the date of the election, and if such candidate was declared to have been elected, then such candidate shall not assume office, the office shall be deemed vacant and shall be filled as otherwise provided in the City Charter and City Code;

(c) If the court determination becomes final after the candidate has assumed office, then the candidate shall be removed from office, the office shall be deemed vacant and shall be filled as otherwise provided in the City Charter and City Code;

(d) The court may determine the candidate shall be ineligible to hold any elective City office for a period of four years after the date of such court determination that a violation occurred;

(e) In a criminal proceeding, a plea of nolo contendere shall form the basis for a court determination of the impact of the violation of this chapter. (Ord. 1745 § 2, 1-11-00).

2.130.250 Right to cure violation.

A candidate or candidate controlled committee that accepts a contribution in violation of this chapter shall not be penalized, if the candidate or candidate controlled committee returns the contribution or contributes it to the City general fund or to a charitable organization within seven (7) days of its receipt.

Article VII. Additional Disclosure Requirements

2.130.260 Additional pre-election campaign statement.

The Political Reform Act provides for various campaign statements to be filed on dates determined by the Fair Political Practices Commission. The second pre-election statement has a filing deadline approximately three weeks before the election. In addition to the requirements of the Political Reform Act, seven calendar days before the election, all candidates shall submit to the City a campaign disclosure statement. This statement shall cover the period from the last date of the second pre-election statement to the date eleven (11) days prior to the election. (Ord. 1745 § 2, 1-11-00; Ord. 1835 § 5, 4-15-08).

2.130.270 Disclosure of occupation and employer of contributor.

No contribution shall be deposited into a campaign checking account unless the name, address, occupation and employer of the contributor is on file in the records of the recipient of the contribution. (Ord. 1745 § 2, 1-11-00).

2.130.280 Submission of campaign disclosure statements.

All submissions of campaign disclosure statements shall be submitted neatly printed, typed or in an electronic media form. In all cases, the documents/media must be legible (or electronically

useable) as determined by the City Clerk. It is the intent of the City to give the voting public access to the campaign disclosure statements through the City use of modern media resources. Documents that are not legible (or electronically useable) prevent widespread public access to this crucial information. (Ord. 1745 § 2, 1-11-00; Ord. 1768 § 3, 5-7-02).

Article VIII. Agency Responsibility

2.130.290 Duties of the local filing officer.

The local filing officer shall:

(a) Prescribe the necessary forms for filing the appropriate statements. (Ord. 1745 § 2, 1-11-00).

Article IX. Miscellaneous Provisions

2.130.300 Applicability of other laws.

Nothing in this chapter shall exempt any person from applicable provisions of any other laws of this State or the City. (Ord. 1745 § 2, 1-11-00).

2.130.310 Severability.

If any part or provision of this chapter, or the application thereof to any person or circumstance, is held invalid, the remainder of the chapter, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this chapter are severable."

SECTION 2: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 3: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 8th day of April, 2014, by the following vote:

AYES:	COUNCILORS:	Davis, Kolstad, Mahan, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	Gillmor
ABSTAINED:	COUNCILORS:	None

ATTEST:

for ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-1

Date: March 25, 2014

To: City Manager for Council Action

From: Director of Water and Sewer Utilities

Subject: Approval of an Agreement for Professional Services with GHD Inc. for SCADA Master Plan

EXECUTIVE SUMMARY:

The City's Water and Sewer Utilities (Department) conducted a competitive request for proposals (RFP) process seeking professional services for a Supervisory Control and Data Acquisition (SCADA) Master Plan. The Department requested professional services to identify a software/hardware solution to either upgrade or replace the Department's existing SCADA system. The existing SCADA system is obsolete and lacks the functionality necessary to meet the Department's current operational needs, therefore there is a need to explore new technologies to invest in an updated control system to minimize risks associated with the control system obsolescence. The project for which the RFP was issued consists of three phases: a written SCADA Master Plan, technical specifications and design, and project management for public bid. Three proposals were received before the required February 21, 2014 submittal date. The Department conducted interviews of the various proposers on March 10, 2014. The RFP process yielded three qualified proposals, with GHD Inc. selected to perform professional services as the lowest qualified and responsive proposal.

The proposed project team from GHD Inc. has over 80 years of combined years of experience in SCADA master planning including but not limited to: design, automation, and implementation of electrical controls. GHD, Inc. project team also provides an extensive background working with municipalities, water and wastewater industry specific applications. Additionally expertise related to integration of SCADA systems with peripheral systems such as Computerized Maintenance Management Systems and Geographic Information Systems.

Staff is proposing to enter into a professional services agreement with GHD Inc., for a not to exceed amount of $464,421 with a termination date of December 31, 2016.

A copy of the agreement has been placed in Council Offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the professional services agreement with GHD Inc. will allow the City to upgrade, or replace, existing control system infrastructure, which is obsolete and improve the operational monitoring and control of the water and sewer utilities. This SCADA Master plan will provide for master planning, design services and project management for the construction of the SCADA controls system needed to accomplish these goals.

ECONOMIC/FISCAL IMPACT:

The total not to exceed of amount for this Professional Service Agreement is $464,421.00. Sufficient funds are available in the Sewer Utility Capital Project for SCADA replacement, account 594-1514-80100-1914 and the Water Utility Capital Project for Distribution System Replacement/Restoration, account 592-1423-80100-7054.

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute an Agreement for Professional Services with GHD Inc. for the amount not to exceed $464,421.00, for SCADA Master Plan.

Christopher L. de Groot
Director of Water & Sewer Utilities

Certified as to Availability of Funds: OK.LF

594-1514-80100-1914	$ 232,211.00
592-1423-80100-7054	$ 232,210.00

Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Agreement for Professional Service with GHD Inc.

Document1

EBIX Insurance No. S200002623

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND GHD INC.

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2014, ("Effective Date") by and between GHD Inc., a California Corporation, with its principal place of business located at 505 Montgomery Street, Suite 2300, San Francisco, CA 94111 ("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. 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. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled "Proposal to Provide Professional Services SCADA Master Plan City of Santa Clara, February 21, 2014" dated February 21, 2014, ("Proposal") set forth in Exhibit A, which constitutes the basis for this Agreement.

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, 2016.

3. CONTRACTOR'S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a 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 professional responsible for their preparation.

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. 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.

6. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, 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.

7. 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.

8. 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's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

9. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

10. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

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: Water and Sewer Utilities
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-0784

And to Contractor addressed as follows:
Adrian Clarke, PE, QSD
Service Group Manager
GHD Inc.
1735 N. First Street, Suite 301
San Jose, CA 95112
or by facsimile at (408) 451-9665

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.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

(Signatures follow on Page 9)

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

GHD INC.
a California Corporation

By: David Lindow
(Signature of Person executing the Agreement on behalf of Contractor)
Name: David Lindow
Title: Business Group Manager
Local Address: 505 Montgomery Street Suite 2300
San Francisco, CA 94111
Email Address: David.Lindow@ghd.com
Telephone: (415) 283-4970
Fax: (415) 283-4980

"CONTRACTOR"

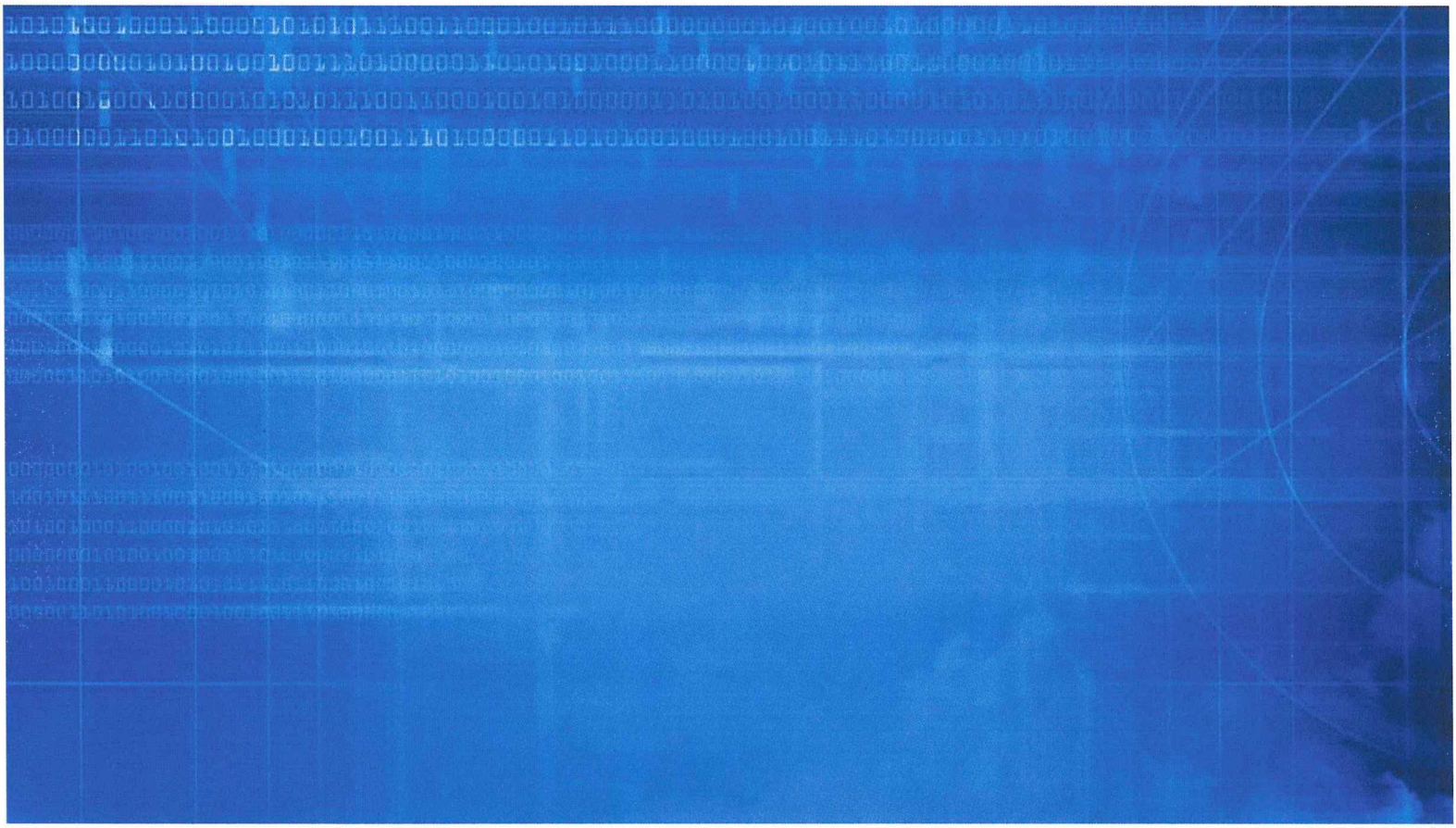
I:\Water\SCADA Master Plan\SCADA Master Plan PROFESSIONAL SERVICE AGREEMENT FORM.doc

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GHD, INC.

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Proposal to Provide Professional Services SCADA Master Plan City of Santa Clara" dated February 21, 2014, which is attached to this Exhibit A.



Proposal to Provide
Professional Services

SCADA Master Plan

City of Santa Clara

February 21, 2014

Contents

1 Proposal Summary - **Chapter 1**

3 Firm Profile - **Chapter 2**

5 Qualifications - **Chapter 3**

13 Product Desc., Work Plan, & Proposal - **Chapter 4**

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21 Proposal Exclusions - **Chapter 7**

23 Proposal Cost Sheets & Rates - **Chapter 8**

A Scope of Work/Services - **Attachment A**

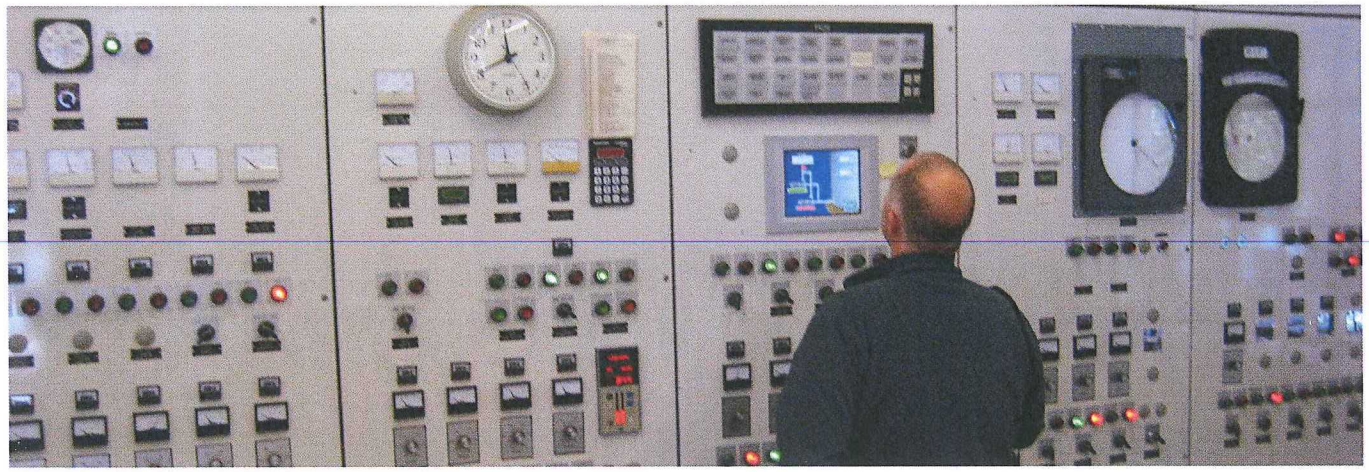
B Proposer's Information Form - **Attachment B**

C Certification of Non-Discrimination - **Attachment C**

E Cost Proposal - **Attachment E**

H Affidavit of Compliance with Ethical Standards - **Attachment H**

I Resumes - **Attachment I**



Proposal Summary

The GHD team believes that a successful SCADA Master Plan is a blend of the consultant's knowledge of the technical marketplace with the client's knowledge of their operational needs. A key feature of the proposed SCADA Master Plan approach is that GHD will work closely with the City's key stakeholders, from the beginning of the project, through implementation and training. GHD will work with the City to implement appropriate technologies that will assist the City in achieving its vision for a SCADA system that streamlines and enhances operations.

GHD also understands the City of Santa Clara's desire to proceed with implementing this project on an accelerated schedule, and that time is of the essence. Based on this understanding, GHD expects to provide the resources and services required to achieve an accelerated schedule, while delivering exceptional quality.

Along with working closely with the City's key stakeholders to develop the SCADA Master Plan, GHD also plans to facilitate meetings between the City and SCADA software vendors so that the City staff can review proposed options, and be a part of the decision making process.

GHD's extensive experience in planning, designing, and implementing SCADA systems, along with the use of an interactive, hands-on approach, has been proven to be successful in implementing SCADA systems. GHD's approach involves facilitating interaction between the end-users, GHD design team members, and the contractor/SCADA integrator early on in the development process, and throughout the planning, design, and implementation stages. This approach ensures that when the SCADA system is fully implemented, the end-users are knowledgeable and confident in the systems capabilities, which results in reduced post-construction issues and a less steep learning curve.

GHD proposes to implement a proven strategy that includes:

- Holding planning workshops with key stakeholders, managers, staff, and operators to review and discuss issues that are important to the City, and to identify solutions to be carried forward and incorporated into the SCADA Master Plan.
- Participating in site visits to document existing conditions with the goal of becoming familiar with each site, and preparing detailed assessments and evaluations for each site.
- Facilitating vendor presentations with City stakeholders to evaluate potential solutions and products that are applicable to the City's needs.
- Investigating opportunities to integrate related functions, such as linking the SCADA system to a workorder management system so that alarm messages generate a work order.
- Preparing technical memoranda of findings for each topic, with recommendations for improvements and integration of the City's water and wastewater assets into the SCADA system.
- Holding planning sessions with key stakeholders to evaluate assessment findings and to develop priorities for the recommended improvements, based on feedback from key stakeholders.
- Working closely with the City's key stakeholders to develop a comprehensive SCADA Master Plan document that clearly identifies the City's vision for an integrated, robust, and technically viable SCADA system using proven technologies.

GHD understands the requirements necessary to successfully implement a SCADA Master Plan and the effort it takes to successfully implement the associated SCADA system improvements. As the City's advisor, GHD will remain alongside the City from implementation, through commissioning, and acceptance of the improvements.

Proposal Contacts

Name	Rick Guggiana
Role	Project Manager
Phone	(707) 540-9697
E-mail	Rick.Guggiana@ghd.com

Name	Adrian Clarke
Role	Project Director
Phone	(408) 451-9615
E-mail	Adrian.Clarke@ghd.com

Name	Mike Tocher
Role	SCADA Technical Advisor
Phone	(916) 514-4450
E-mail	Mike.Tocher@ghd.com

Name	Eric Penn
Role	SCADA Designer
Phone	(707) 540-9956
E-mail	Eric.Penn@ghd.com

About GHD

GHD is one of the world's leading engineering, architecture and environmental consulting companies.

Established in 1928, GHD employs more than 5,500 people across five continents and serves clients in the global markets of water, energy and resources, environment, property and buildings, and transportation.

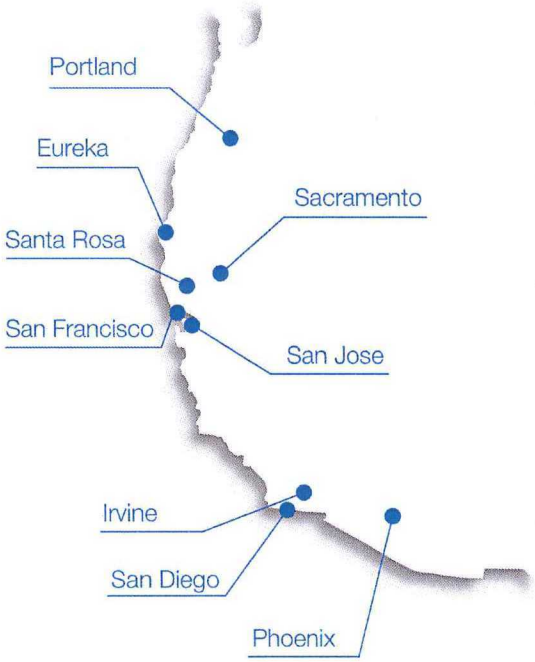
Wholly-owned by its people, GHD is dedicated to understanding and helping our clients achieve their goals. Our global network of engineers, architects, planners, scientists, project managers and drafters collaborate to improve the built, economic and social environment of the communities in which we operate.

GHD has been involved extensively and successfully in the development of SCADA systems that have exceeded the expectations of clients. Because GHD offers a wide range of engineering services in-house from electrical engineering, process design, civil engineering and mechanical engineering to environmental engineering, permitting support, construction management and coordination support, GHD has the ability to quickly and effectively respond to design challenges associated with developing SCADA system solutions, while keeping development time and associated costs to a minimum.

GHD is committed to sustainable development, safety and innovation. We care for the wellbeing of our people, assist communities in need and conduct business in an ethical and environmentally responsible manner. GHD operates under a Practice Quality Management System, ISO 9001:2008 and an Environmental Management System, ISO 14001:2004 which are certified by Lloyds Register Quality Assurance. For more information, visit www.ghd.com

Primary Contact

Name	Adrian Clarke
Role	Project Director
Address	1735 N. First St, Ste. 301 San Jose, CA 95112
Phone	(408) 451-9615
E-mail	Adrian.Clarke@ghd.com



GHD's West Coast Office Locations

Portland
15575 SW Sequoia Parkway, Ste. 140
Portland, OR 97224
t | 503.226.3921

Eureka
718 Third St
Eureka, CA 95501
t | 707.443.8326

Santa Rosa
2235 Mercury Way, Ste. 150
Santa Rosa, CA 95407
t | 707.523.1010

Sacramento
3831 North Freeway Blvd, Ste. 220
Sacramento, CA 95834
t | 916.372.6606

San Francisco
417 Montgomery St, Ste. 700
San Francisco, CA 94104
t | 415.283.4970

San Jose
1735 North First St, Ste. 301
San Jose, CA 95112
t | 418.451.9615

Irvine
16451 Scientific Way
Irvine, CA 92618
t | 919.250.0501

San Diego
3750 Convoy St, Ste. 220
San Diego, CA 92111
t | 858.244.0440

Phoenix
7600 North 16th St, Ste. 205
Phoenix, AZ 85020
t | 602.216.7208

Pending Matters

GHD trusts the City of Santa Clara will appreciate that due to the commercial sensitivity and confidentiality of any litigation in which GHD may be presently involved, GHD is not at liberty to disclose the information sought. However, we point out that as a component of its prudent risk management practices, GHD obtains high quality professional liability insurance in the world market, and domestically in the U.S., to provide cover in the industries in which it operates. As a consequence of engaging in business, there are sometimes claims asserted which may or may not give rise to litigation. The details and progress of any such claims are by necessity commercially sensitive and remain in confidence. We are able to inform you that there have been claims notified in the normal course of business, none of which we believe are material to the services which are the subject of your RFP. There are however presently no significant ongoing contract failures, no criminal matters, and there have been no judgments against GHD Inc. within the last 5 years.

Financial Stability

GHD is an employee-owned company that has been in continual operation since its founding in 1928. With a strong balance sheet that is well-funded, and with net assets exceeding $100 million, GHD maintains favorable funding arrangements with its bank HSBC. Global revenues exceed $1 billion annually and with low levels of intangible assets and conservative gearing, GHD has a firm platform for further growth. We reserve the right to withhold our detailed financial statements but, if selected and with a signed confidentiality agreement in place, we could provide hard copies of our recent financial statements for review.

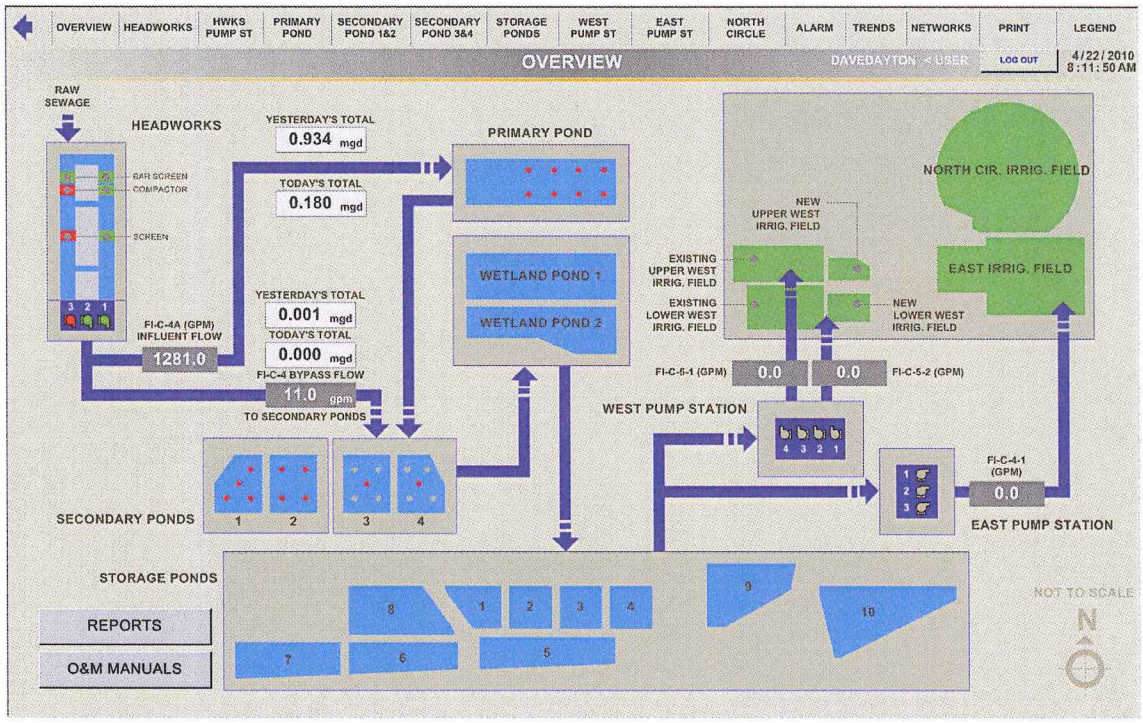
Our USA West Operating Center is comprised of 300 professionals located in offices throughout the West Coast and US Micronesia with annual revenues of $50 million. We are complimented by an additional 700 professionals located in the Eastern US and Canada, and 200 more in the Philippines. We regularly draw on technical expertise from other operating centers to augment our local project teams and to provide our clients with the full advantage of working with a globally recognized consulting firm.

Qualifications

GHD has many years of experience successfully developing SCADA system plans and specifications, where each developed solution has been tailored for client's specific needs. The GHD team that will be supporting the City throughout the SCADA Master Plan development process and through to construction, have hands-on field experience, construction support experience and are seasoned engineers.

GHD is able to provide a leading edge state of the art SCADA system design solution for the City that will encompass the City's vision and provide the flexibility needed to effectively and securely manage the City's SCADA assets.

GHD has successfully worked with City staff to implement SCADA systems during the design and construction on recent projects, such as the Levi's Stadium Site Make-Ready project, the Levi's Stadium Sanitary Sewer Pump Station project and the Northside Tanks Piping Reconfiguration project.



Highlighted qualifications that GHD possesses and feels are important in developing the City's SCADA Master Plan includes experivence:

- Developing SCADA Master Plan Documents
- Assessing water and wastewater systems
- Making recommendations for improvements derived from collaborative workshops
- Conveying client concepts into real-world SCADA solutions
- Developing construction documents for SCADA systems
- Assessing SCADA related cyber security issues and developing workable long term solutions for managing SCADA system security
- Facilitating and coordinating SCADA commissioning and testing efforts
- Managing client's needs from SCADA conceptual development through successful deployment of SCADA systems
- Working collectively to develop workable solutions that often exceed expectations
- Successfully manage projects, such that they are delivered on time and on budget
- Working closely with the City of Santa Clara

Core Competencies

The GHD team that will be working with the City to develop the City's SCADA Master Plan, has an array of skills that have been gained through hands-on experience and training. Listed below are skills that the engineering team has the ability to apply to this project:

Core Skill	Competency
PLC Hardware Design	Can recognize and specify modules, familiar with several manufacturers and/or model lines. Create layouts of basic control panel components and show component interconnections to convey design intent.
Instrumentation Design	Familiarity with various flow, level, pressure, and temperature measuring technologies and techniques. Ability to specify hardware, create loop schematics and can properly apply technology to specific application.
Control System Integration	Ability to effectively collaborate with process designers to determine appropriate control strategies and to assist with defining appropriate control and instrumentation elements.
Loop descriptions	Create loop descriptions to describe control functionality and to convey design intent. Knowledge of control variables versus process variables. Ability to coordinate with process designers to determine appropriate control strategies. Understands principles associated with normal operational practices of machinery and systems.
P&IDs	Create process diagram, apply instruments; understanding of ISA nomenclature and standard methods of presenting functions. Create SCADA riser diagrams.
PLC Programming Review	Understanding of one or more PLC programming languages such as ladder logic, flowchart, function blocks, structured text and instruction lists.
PLC Programming Configuration	Familiarity with programming tools and programming software selections. Program, configure and debug PLC. Read and write one or more PLC programming languages using ladder logic, sequential function charts, function blocks, structured text and instruction lists.
PLC Modifications	Capability to make minor modifications to existing PLC programs and configurations. Program, configure and debug PLC. Read and write one or more PLC programming languages using ladder logic, sequential function charts, function blocks, structured text and instruction lists.
HMI Specification	Familiarity with HMI software packages, HMI hardware and graphical design concepts. Understanding of user requirements and abilitity to specify HMI graphical design requirements and review HMI graphic designs.
HMI Programming	Familiarity with HMI software packages, HMI hardware and graphical design requirements. Ability to create HMI graphic designs, integrate programming variables and develop SCADA reports.
Software - Core SCADA Software	Understanding of basic concepts associated with core SCADA software (e.g. data acquisition methods, Historian, SQL, OPC, etc.). Ability to develop specifications and drawings to convey the design intent.
Software - Network	Familiarity with WAN and LAN based communication topologies. Able to create and specify network based solutions such as web-based solutions, and solutions requiring system connectivity over a network.
Software Programming	Familiarity with one or more programming languages and able to develop, test and debug software applications such as C#, .NET, ASP, JAVA, VB, Adobe Flash, etc. Able to program custom scripts and applications. Able to understand and specify programming criteria to meet the design intent. Able to review programming scripts, routines and applications.
Software Configuration	Familiarity with software review and software configuration. Able to review software configuration, document software configuration, modify and test software configurations.
SCADA System Security	Familiarity with fundamental system security requirements, network security requirements, software security, hardware security, security appliances, and security requirements for wireless systems. Able to design and specify SCADA system security elements to convey design intent.
Communications - Wireless	Understanding frequency bands, transmission methods, antenna types, path studies. Able to incorporate and select appropriate wireless elements into SCADA system design and specifications to convey design intent.
Communications - Network	Familiarity with network topologies, network hardware and common communication protocols. Ability to design SCADA networks, specify network hardware and create SCADA communication riser diagrams.
SCADA System Project Commissioning	Understanding of multiple core skill sets used to develop and deploy SCADA systems. Able to effectively assist with testing, debugging and report findings of commissioning efforts. Able to specify, develop, and review testing and commissioning strategies.
Control System Construction	Experience with physical construction techniques, associated code requirements and field experience physically constructing, configuring and installing; control panels, instrumentation, and system control elements. Ability to physically test, calibrate, debug and commission control systems.

Project Experience

Town of Richmond Hill SCADA Master Plan

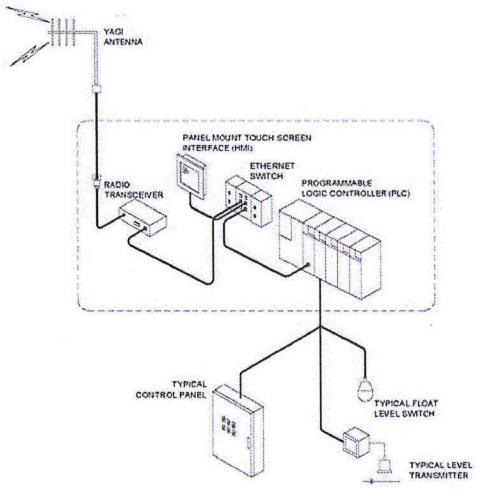
The Town of Richmond Hill desired to develop a Supervisory Control And Data Acquisition (SCADA) System Master Plan to enable the automation and control of the Town's existing wastewater pumping stations for improved operational efficiency and improved reliability. The Town's goal was to integrate the wastewater collection system into a SCADA system as funding became available. The SCADA Master Plan also established the Town of Richmond Hill's long term plans for integrating the Town's other related systems such as Geographic Information Systems (GIS), and an Asset Management System. The SCADA Master Plan functions as a basis for developing future related systems, and will exist as a living document that is modified as technology and the needs of the Town of Richmond Hill evolve.

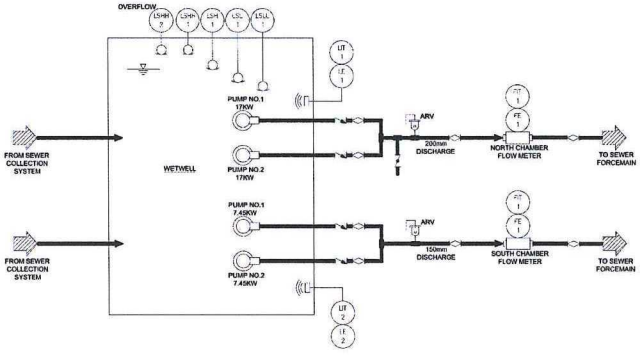
The SCADA Master Plan addressed existing pumping station system configurations, system topology, software requirements, security, network architecture and hardware, Human Machine Interface (HMI) requirements, control requirements, system specifications, training requirements, and a documented implementation plan.

The SCADA system Master Plan identified the following key criteria:

- Assesses and provides recommendations for system upgrades consistent with the criteria outlined within this planning document
- Criteria for implementing new systems
- Criteria for integrating existing systems
- Criteria for integrating data exchange between systems
- Establish baseline requirements for reliability, accessibility, maintainability, system security and operator training

The methodologies used to create the Master Plan include meeting with the end users and assessing the needs of the end users, documenting and developing procedural directives, and documenting existing systems





Engineering Fee:	$46,100
Estimated Construction Cost:	-
Date of Services:	2013
Construction Date:	-
Project Owner:	Town of Richmond Hill
Point of Contact:	Grant Taylor
Contact Number:	(905) 780-2966

US Coast Guard TRACEN WWTP

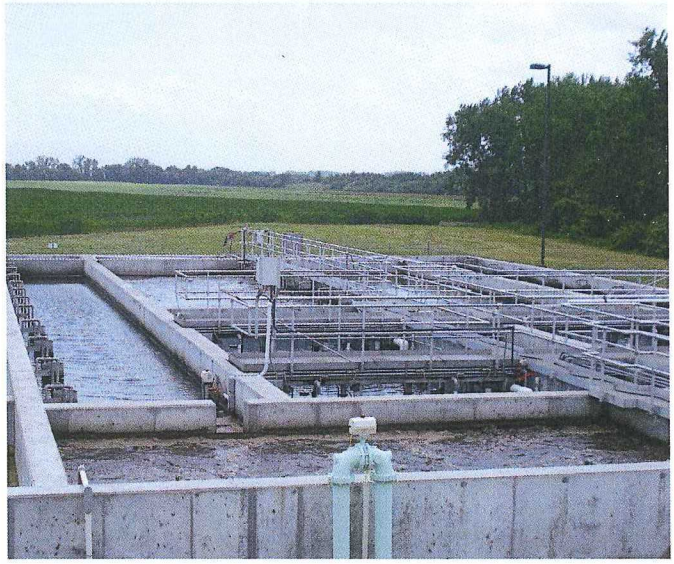
The U.S. Coast Guard is upgrading the existing wastewater facility at its Training Center (TRACEN) located in Petaluma, CA, to expand treatment and storage capacity. The existing wastewater facility process uses a headworks structure, three facultative oxidation ponds, a chlorination process, storage ponds, and disposal of disinfected secondary-treated effluent (recycled water) by spray application to cultivated hay fields leased to a farmer. Current facilities provide storage for 13.7 million gallons and 28 acres for sprayfield disposal.

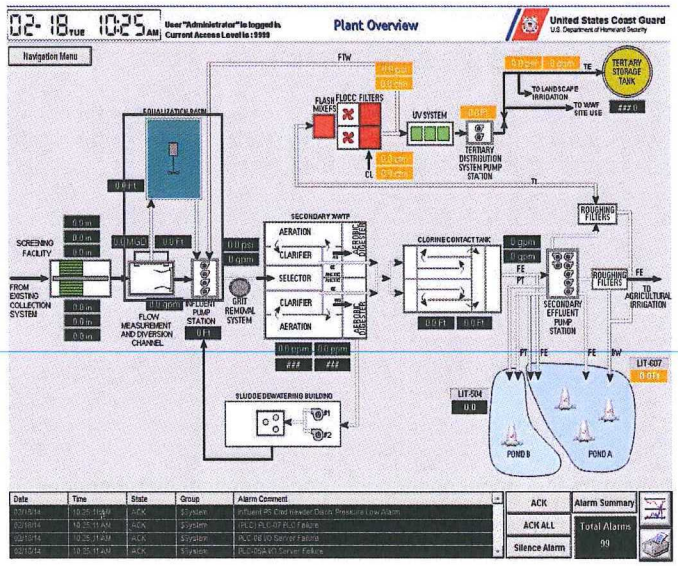
The current storage capacity for treated effluent is insufficient, which has led to violations of the facility's WDRs during the rainy season when effluent is sprayed on already saturated soils to prevent overtopping of the storage ponds. Additionally, the effluent does not always meet the water quality standards for nutrient content. In 1998, these violations led to a Cease and Desist Order (CDO) from the North Coast Regional Water Quality Control Board.

GHD was hired to provide planning, permitting and design of the new wastewater treatment system that includes a new headworks structure, equalization basin, secondary Biological Nutrient Removal (BNR) treatment plant, a chlorination process, sludge drying beds, replacement and expansion of new HDPE lined storage ponds, disposal of secondary-treated effluent by spray fields, and tertiary treatment with UV disinfection for supplemental treatment of effluent used for on-base landscape irrigation. The new BNR treatment process will provide better nutrient removal of wastewater to ensure effluent quality standards are met.

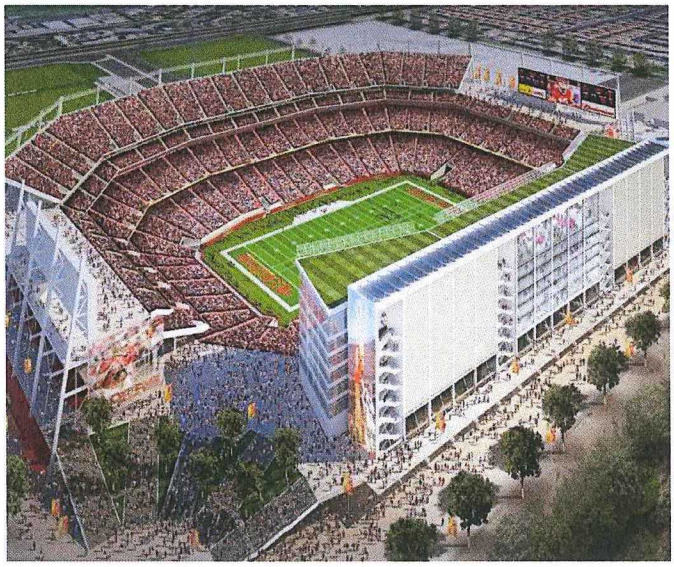
The project also included designing and implementing a site wide SCADA system for the new wastewater plant improvements, offsite lift stations and offsite water distribution system SCADA improvements also included implementing secure SCADA to internet connectivity for wide area SCADA access for offsite reporting and monitoring by system managers.

GHD also provided electrical engineering, civil engineering, structural design, mechanical engineering, and process design services.





Engineering Fee:	$1.8M
Estimated Construction Cost:	$30M
Date of Services:	2011
Construction Date:	2014 - Present
Project Owner:	United States Coast Guard
Point of Contact:	Lt. Dana Woodall
Contact Number:	(707) 765-7535



City of Santa Clara Levi's Stadium Wastewater Pumping Station

The City of Santa Clara is constructing a new 69,000 seat athletic stadium which sits on a 30 acre site. The project is a fast-track project requiring design to be completed quickly so construction may continue on an accelerated schedule. The overall project required constant coordination with the architectural team, the Stadium design/build team, City staff and City Manager's office in both the planning and design of the project as well as well as detailed coordination with the 49ers ownership. The overall project is a $1.02 billion facility.

Numerous phasing and design project packages involved the new parking lots for the 49ers training facility and for the Stadium, grading, the relocation and installation of new water mains, recycled water mains, storm drainage facilities that meet C.3 requirements, installation of low impact development bioretention facilities, and the design and implementation of an interim and permanent sanitary sewer pump station.

GHD was the primary designer of both the interim and permanent sanitary sewer pump station for the new Stadium. GHD used design charattes with the City to go over the complex design requirements in order to complete construction documents in a compressed schedule.

To meet the scheduling needs of the City, the design was accomplished in two phases. An interim temporary package pump station was designed, built and put into service while the permanent pump station was under construction. The temporary pump station required minimal retrofitting of existing infrastructure, while ensuring that all upgrades would be usable and compatible with the permanent station. The final pump station is a flexible design, capable of handling both normal low-flow days and Stadium "game day" high-flow days. Additionally, the entire facility was designed to fit onto a very tight site adjacent to the 49ers training fields.

The controls and instrumentation design of the pump station were coordinated with the needs and desires of the City. The controls scheme includes both automatic control and operation of the pump station, and also a "hard wire" backup control system. The hard-wire system is a relay-based control scheme that will take control of the station in the event that the automatic controls fail. Digital PLC controls use redundant measuring instruments and active self-monitoring to ensure that the station is operated in an energy efficient, economical and safe manner. Provisions for connecting the control system to a SCADA Master Controller were also incorporated.

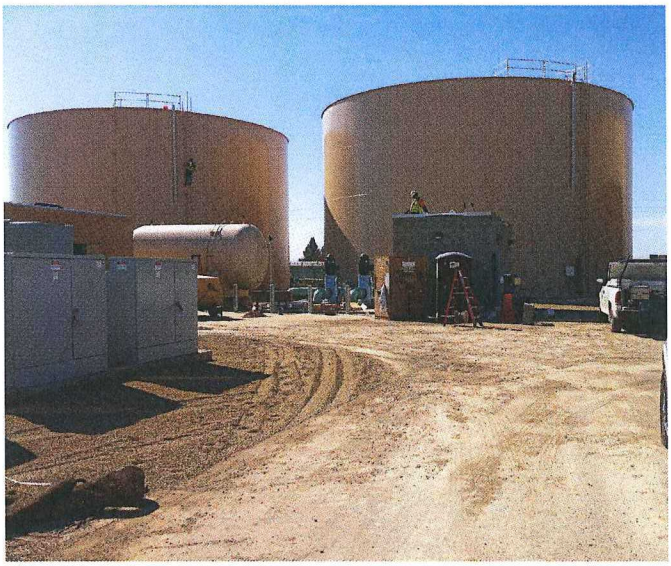
Engineering Fee:	Varies
Estimated Construction Cost:	$2M
Date of Services:	2012 - Present
Construction Date:	Ongoing
Project Owner:	City of Santa Clara
Point of Contact:	Nina Hawk
Contact Number:	(408) 615-2018

CHCF Stockton

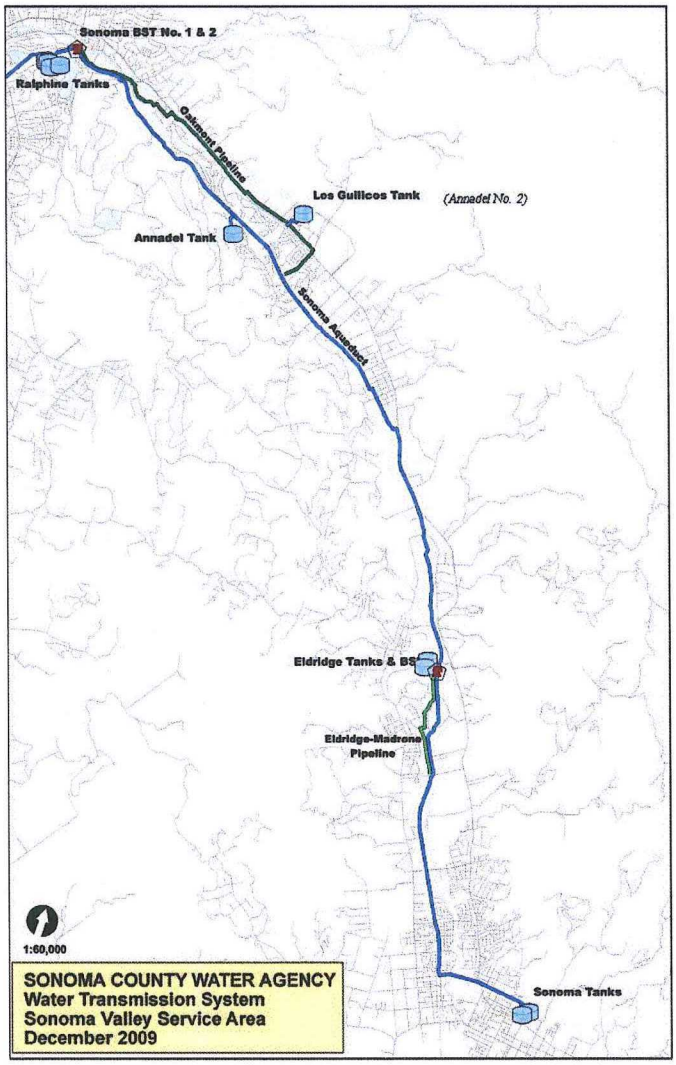
GHD was the lead engineer for two major phases of the $1 Billion California Health Care Facility for the California Department of Corrections and Rehabilitation. The first phase was the Abatement, Demolition, and Site Readiness (ADSR) Project where GHD worked with the criteria architect on the preparation of plans, specifications, and estimates for the abatement and demolition of 15 buildings and removal of site utilities, as well as the design of construction access roads, utility relocation, staging areas, security fencing and electronics, facility-wide integrated SCADA system design and power systems. In all, the improvements to prepare the site for construction covered 180 acres.

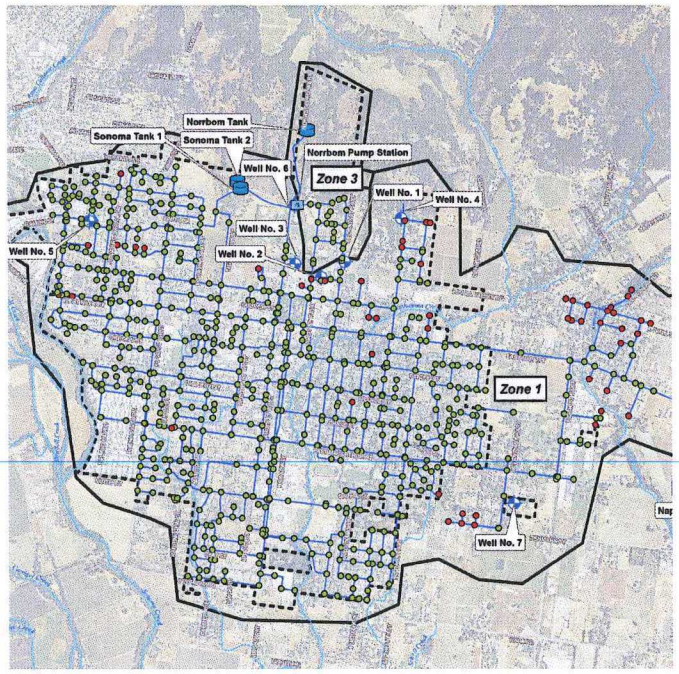
During the second phase, GHD was the lead engineer on the Design Build team responsible for the site grading, site and perimeter fencing and security systems, and new utility systems including natural gas, electrical, facility-wide integrated SCADA system design, stormwater storage and pumping, domestic and fire water storage and distribution, and wastewater collection and disposal. GHD engineers were engaged in the ongoing collaboration with all stakeholders from government representatives and regulators, to the multiple Design Build contractor team members. This was a fast track project where GHD fielded several sub-design teams to prepare five Design Build submittal packages to expedite agency review and optimize construction sequencing and cost savings.

GHD also developed Civil 3D and Revit models of the site grading surface and site utilities including natural gas, storm drain, sewer and water, including pump stations and storage tanks. These models along with models for hot and chilled water, oxygen, site electrical and telecom were used with the Navisworks clash detection software to coordinate site utility routing and deliver a clash free utility model to the owner.



Engineering Fee:	$2.7M
Estimated Construction Cost:	$1B
Date of Services:	2012-2013
Construction Date:	2013
Project Owner:	California Department of Corrections
Point of Contact:	Mike Meredith
Contact Number:	(916) 255-6254





City of Sonoma Water Master plan

GHD was retained by the City of Sonoma to provide a Water Master Plan (WMP) that would identify and incorporate proposed water system improvements into the City's 2010 Capital Improvement Program (CIP). The Previous Water System Improvement Study was completed in 1999 and amended in 2002. Since that time, the City had substantially increased the number of customers served and implemented several water system projects, facilitating the need to update its water system program.

The goal of the Water Master Plan was to identify projects necessary to strengthen the City's ability to reliably supply potable water based on the existing and anticipated planned demands. The 2010 CIP water projects were established by identifying operational deficiencies and required maintenance of major water system components.

The master plan effort included an examination of the available water supply and compared it to both the existing and future expected demands. Both peak hourly and average daily flows were considered. The entire water system network was modelled using a software simulation, including all pipes, junctions, tanks and booster pumping stations. The developed model was compared to actual real-world measurements taken by City staff at various points throughout the system and adjusted to more accurately predict the system behaviour. The model was then used to develop a list of critical capital improvement projects. Priorities were assigned to these improvements based on both the estimated construction costs and the criticality of each improvement.

In addition to a final recommendation of CIP projects, the Water Master Plan provided a Comprehensive Maintenance Plan, a separated list of revenue streams, and a Hydrant/ Valve inventory list. Using the developed model, a maintenance plan was developed to assist the City in keeping the water system in proper operational order. By separating the billing data into different types of customer based on their actual usages, the City was better able to plan future improvements. The hydrant and valve inventory list also aided the City in performing required preventative maintenance and also to better plan out future upgrade and improvements.

After the Master plan was completed, the City has opted to continue to retain GHD in the role of designer on several of the CIP projects developed as part of the implementation of the Water Master Plan.

Engineering Fee:	$80,000
Estimated Construction Cost:	$3.8M
Date of Services:	2011
Construction Date:	Ongoing
Project Owner:	City of Sonoma
Point of Contact:	Milenka Bates
Contact Number:	(707) 938-3332

Project Understanding

The City of Santa Clara's Water and Sewer Utilities has expressed the desire to develop a Supervisory Control and Data Acquisition (SCADA) Master Plan. Currently, the City does not yet have a plan in place that addresses the implementation of a facilities-wide SCADA system, therefore the City's Water and Sewer Utilities Department is seeking the information needed to implement, manage and carry forward a state of the art SCADA system. This plan will be used to upgrade and modernize the City's existing SCADA system.

The existing water and wastewater system is comprised of 27 wells, 7 potable water storage tanks, 3 potable water booster pump stations, 2 sanitary sewer pump stations, and 4 sanitary sewer lift stations. The City also manages and operates 21 storm drain lift stations. However, those lift stations are managed and operated by the City of Santa Clara's Public Works Department, and while connected to the existing SCADA system, improvements to those pump stations are not expected to be included in the scope of this Master Planning effort. It is anticipated that any associated SCADA improvements to the storm drain pump stations would occur as a future project and use the SCADA Master Plan guidelines developed as part of this scope.

The City is seeking a SCADA system that will provide the ability to not only centrally monitor and control the City's assets, but will also enable the City to efficiently operate and manage currently dispersed software-based asset management systems. It will accomplish this by integrating the new SCADA system with both the City's Computerized Maintenance Management System (CMMS) for improved work order management and the City's Geographical Information System (GIS) data for automating asset management efforts.

The documents established as part of this project will enable the City to make improvements and facilitate the integration of the potable water and wastewater systems into a centralized SCADA system as funding becomes available, and as the needs of the City change over time. The SCADA Master Plan will also identify and establish the City's vision for integrating the ancillary systems, such as the CMMS and GIS systems, into a single automated facility-wide system management platform.

Project Approach

The SCADA Master Plan will document the intended overall operational and functional requirements of the SCADA system. It will describe the existing conditions, provide Construction Drawings and Specifications for system upgrades suitable for permitting and bid advertisement, and provide guidance for the design of future improvements. The SCADA Master Plan documents will serve as a living document, to be modified as technology and the needs of the City evolve.

GHD understands that technology plays a critical factor in implementing a SCADA Master Plan. It is GHD's plan to work close with the City's key stakeholders as a trusted advisor to implement the appropriate technology that will assist the City in achieving its vision for a SCADA system that streamlines operations and provides a state of the art solution.

GHD understands that the City wishes to proceed with implementing this project on an accelerated schedule and that time is of the essence. Based on this understanding, GHD expects to provide the resources needed to achieve an accelerated schedule, while delivering exceptional quality.

Project Approach

GHD is proposing to work with the City's key stakeholders throughout the SCADA Master Plan development, planning, construction management, commissioning, and training efforts as part of the City's team, and as a trusted technical advisor.

In order to successfully plan and execute the planned upgrades, GHD understands that we must listen, observe, and learn first from the City's stakeholders, engineers, staff and operators that manage, operate, and repair the City's water and wastewater assets. Only then may we begin together to collaborate and synthesize solutions.

GHD has successfully worked with City staff to implement SCADA systems during design and construction on recent projects. Whith this background knowledge and familiarity, GHD is well suited to quickly start the SCADA Master Plan with the City.

Based on our proposed approach, GHD plans to implement a proven strategy that includes:

Project Elements

- Holding planning workshops with key stakeholder, managers, staff and operators to review and discuss issues that are important to the City that must be carried forward and incorporated into the SCADA Master Plan.
- Participating in site visits to document existing conditions with the goal of becoming familiar with each site and preparing detailed assessments and evaluations for each site.
- Facilitate SCADA hardware and software vendor technical presentations to the City's stakeholders in order for informed decision making and educated selection of specific products that meet both the present and future needs of the City.
- Prepare technical memoranda of findings for each site with recommendations for improvements and integration of the City's water and wastewater assets into the SCADA system.
- Holding planning sessions with key stakeholders to evaluate assessment findings and develop priorities for the recommended improvements, based on feedback from key stakeholders.
- Working with the City's key stakeholders to develop a comprehensive SCADA Master Plan document that clearly identifies the City's vision for an integrated, robust and technically viable SCADA system using proven technologies.

GHD understands the requirements necessary to successfully implement a SCADA Master Plan and the effort it takes to successfully implement the associated SCADA system improvements, As the City's trusted advisor, GHD will remain alongside the City from implementation through commissioning and acceptance of the improvements.

The SCADA Master Plan will at minimum address the following items:

Existing Conditions

- Document existing conditions for each site and prepare detailed assessments.

SCADA System Topology

- Establish what the SCADA System topology should be.

Develop System Process and Instrumentation Diagrams (P&ID's)

- Document existing water and wastewater system configurations including associated equipment, instrumentation and processes and develop P&ID drawings.

Professional Engineering Services

Develop Detailed Site Specific Construction Documents

- Design site specific improvements based on the existing conditions and desired improvements and/or preferred upgrades for each pump station, well head, potable water storage tank, potable water booster pump station, sanitary sewer pump station and lift station.
- Development of Construction Documents suitable for permitting and bid advertisement that will enable the City to seek Contractor and System Integrator bids for construction and implementation of the items identified within the SCADA Master Plan documents.

Develop Standard Construction Specifications

- Development of specifications that includes necessary specifications that may not be included as part of the SCADA Master Plan, where required for construction activities associated with planned upgrades.

SCADA Software and Hardware Requirements

- Establish all key operating principles.
- Identify integrated systems (e.g. integration of CMMS and GIS system software).
- Establish reporting requirements.
- Development of computer hardware and software specifications.

SCADA Security

- Establish system security directive.
- Establish system security design requirements.
- Establish system access requirements.
- Development SCADA software specifications.

Network

- Establish standard/preferred network architecture.
- Establish standard network communication protocols.
- Development of network communications specification.

Human Machine Interface (HMI) Requirements

- Establish standard HMI design elements.
- Establish specific operating modes.
- Establish HMI location specific requirements.
- Development of HMI specifications.

Control Requirements

Professional Engineering Services

- Document existing system controls and Instrumentation.
- Establish typical system control strategies and requirements.
- Develop Standard design criteria for pump station sites, wells, potable water tanks, potable water booster pump stations, sanitary sewer pump stations and lift stations, etc. with consideration for each site installation's specific needs as it relates to SCADA integration.
- Development of controls and instrumentation specifications.
- Development of Programmable Logic Controller (PLC) specification

Training Requirements

- Identify training recommendations for ongoing Operations and Maintenance (O&M) activities.
- Establish minimum training requirements.

Implementation Plan

- Establish the proposed implementation plan for SCADA upgrades that includes a strategy for a phased implementation of the proposed upgrades.
- Establish minimum criteria such that operation of the City's water and wastewater systems are maintained throughout all planned upgrades.

Please see **Attachment B - Scope of Work/Services** for a detailed scope of work and project deliverables.

Proposed Schedule

Phase	Task		4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14	1/15	2/15
	Project Kickoff and Initial Meeting												
1	SCADA Master Plan Development												
	A	Assessment and Evaluations											
	B	Evaluation and Benchmarking											
	C	Gap Analysis											
	D	Alternatives											
	E	Recommendations, Develop Draft and Final SCADA Master Plan											
2	SCADA Master Plan Design Specifications												
	A	Define SCADA Communications Protocols											
	B	Develop Plans For SCADA Master Plan Improvements											
	C	Develop Project and Technical Specifications											

Notes:

1. Proposed schedule assume that the City Council approves the contract and a notice to proceed is issued in April 2014.

GHD understands that the City wishes to proceed with implementing this project on an accelerated schedule and that time is of the essence. Based on this understanding GHD has proposed an accelerated schedule that takes into consideration collaborative workshop planning efforts, technical memoranda review periods and the time necessary to develop a well-coordinated and comprehensive SCADA Master Plan document.

The proposed schedule assumes that the City's key stakeholders that will be participating in the planning workshops will be readily available to participate in the planning efforts during the proposed scheduled periods.

Plans and drawings developed as part of this Master Plan effort will be submitted at 30%, 60%, 90% and 100% levels for City review. Scheduled time includes these interim submittals.

Based on preliminary evaluations, GHD assumes that the implementation and construction period through training could likely occur over a period of 12 months from award of the implementation and construction phase.

Key Personnel

GHD will provide an overall SCADA Master Planning effort for the City of Santa Clara. **Rick Guggiana** will serve as Project Manager, leading the team and being responsible for the team's schedule and delivery. Rick has served as project manager on a number of SCADA and controls and instrumentation projects including the US Coast Guard Training Center Wastewater Treatment Plant. With over a decade of experience, Adrian Clarke will provide project oversight as our Project Director and local liaison with the City staff. Adrian has a history of providing the City with high quality feedback and service on a number of projects. Because of his past project experiences with the City, he has developed a good working knowledge of the City's project and contract management practices, as well as the local standards and practices. Rick will also be utilizing the technical expertise of Mike Tocher and Eric Penn. Mike is a leading expert in current SCADA technologies and design paradigms and assisted Rick on a number of SCADA design efforts as well as providing principal design efforts on several other SCADA projects. Eric has a solid working knowledge of SCADA controls and instrumentation and is familiar with both the City's technical expertise and desires after working with the City on a number of water and wastewater sites.

Quality Assurance

High quality of Master Plan and design documents will be maintained by having multiple levels of Quality Assurance checking at every stage of the project. Individual authors and designers will back-check each other's work before submitting for review. A technical review of all documents will be performed by the Project Manager, Rick Guggiana. Additionally a high-level overall review will be performed by the Project Director, Adrian Clarke.

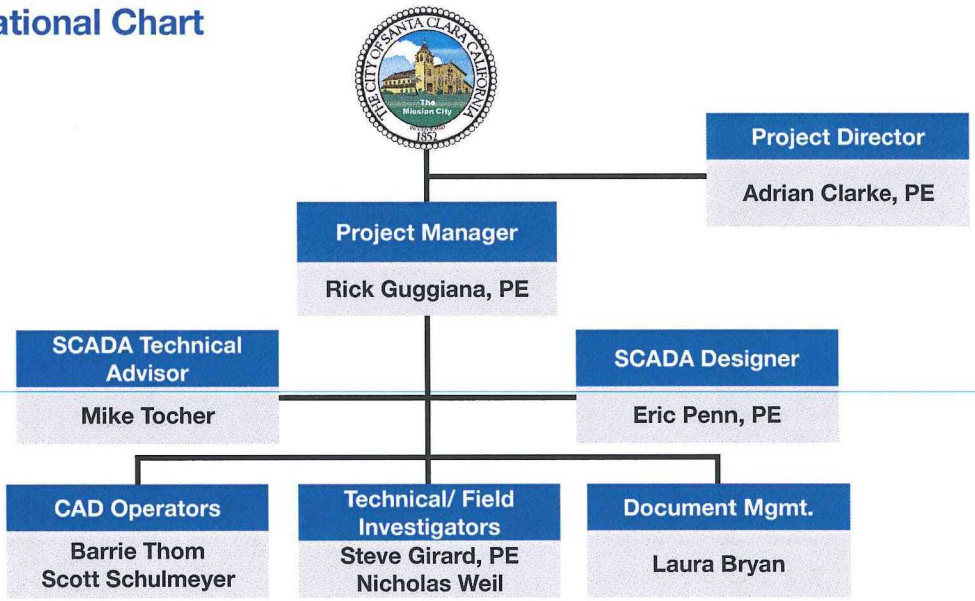
Project Personnel

Our team will be supported by Nicholas Weil and Steve Girard. Nick and Steven have extensive experience in electrical engineering design and field investigations. Their experience in data gathering will be instrumental in developing a good understanding of the existing technologies and practices of the City's SCADA operations. Nick and Steven will also be assisting our key staff with the individual improvement design packages for each of the City's project sites.

Barrie Thom and Scott Schulmeyer will be providing technical CAD and drafting operations. Both have over a decade of technical experience as CAD operators and they have worked with our staff on many occasions. Because they are intimately familiar with each of the designer's individual style, it allows them to provide additional technical assistance and another level of quality assurance in the final documents.

Rounding out the team is Laura Bryan as our Document Manager. Laura has provided project administration skills for over a decade. In addition to her administrative skills, she has helped manage the production, assembly, and delivery of many Master Plans, Environmental Reports, Technical Studies and other large technical documents to a variety of satisfied clients.

Organizational Chart



Exclusions

We acknowledge receipt of the City's RFP and sample Agreement for Professional Services and take no issues with the RFP's conditions and requirements. GHD requests the following exclusions to the sample Agreement. If there is an opportunity to adjust this language for an improved, mutually beneficial agreement, GHD would be happy to assit in its development. If you have any questions about these exclusions, feel free to call Adrian Clarke at (408) 451-9615.

Section 6 - 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."

GHD is unable to warranty the materials and services covered in this Agreement to be free from defects. GHD is legally obligated to meet the standards of care for the materials and services covered and can only warrantee materials and services where negligence has occurred. GHD requests "free from defects" language be removed from the final Agreement.

Exhibit C - Insurance Requirements

A.3.a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

GHD is unable to provide defense costs outside of policy limits. GHD can provide higher limits if upon direction from the City.

A.3.b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another, and

GHD is unable to provide cross liability coverage. GHD requests this statement be removed from the final Agreement

E.3.a. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

GHD's insurer is unable to provide notification of non-renewal. GHD requests that responsibility of notification can be provided by GHD in lieu of the insurer.

E.3.b. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

GHD's insurer is unable to provide notification of non-renewal. GHD requests that responsibility of notification can be provided by GHD in lieu of the insurer.

Proposal Costs

Based on the project understanding and the intended scope of work as described in Attachment B, the not-to-exceed amount for the services requested is **$464,421** with a combined total of **2,668** man hours. This proposed fee is based on an aggressive schedule with full construction documents for each site and includes related travel expenses and reimbursables. For a detailed line item cost summary and hourly breakdown please refer to **Attachment E - Cost Proposal**.

Attachment A - Scope of Work/Services

Scope of Work

Electrical, Instrumentation and Controls Engineering Services

Phase I: Master Planning

Project Kickoff and Initial Meeting

During this initial project phase, GHD will:

1. Prepare and participate in an initial project information and coordination workshop with the City's project management team and key stakeholders. The purpose of this workshop is for GHD to work with the City to solidify the scope and approach for the project, and to work with the City to document our understanding of the project, schedule and discuss the details of the specific services and deliverables required of the GHD team.
2. Participate in round table open discussion to discuss immediate concerns and to establish the City's vision for the project.
3. Identify the sites and facilities expected to be improved to familiarize our team members with the existing conditions. Develop a schedule of site investigation and observation to insure that appropriate City staff are available for site assistance.

Under this project phase, GHD will perform the following tasks:

Task A: Evaluation of The City's Assets Related to SCADA Master Plan

1. Visit the City's sites and facilities to document existing conditions to develop detailed equipment assessments and evaluations.
2. Visit sites where existing SCADA system is used and document existing SCADA system use and management practices in use by City staff, document current security practices, document existing network infrastructure, document current communication protocols in use and document existing data transfer access between systems.
3. Prepare technical memoranda with assessment evaluations and recommendations for City review and comment.
4. Participate in meetings to review assessment and recommendation memoranda. Discuss findings and recommendations with key stakeholders, and identify priorities with key stakeholders.

Task B: Evaluation and Benchmarking

1. Using assessment data, defined priorities, and input received from key stakeholders GHD will evaluate and develop recommendations for improvements. Benchmarking will include evaluation data, anticipated future growth goals, options for integration of ancillary systems (e.g. GIS and CMMS system), and a comprehensive list of known deficiencies.
2. Prepare technical memoranda with evaluation and benchmarking data for City review and comment.
3. Participate in meetings to review evaluation and benchmarking data. Discuss findings and recommendations with key stakeholders, and identify priorities with key stakeholders.

Task C: Gap Analysis

1. Using the Evaluation and Benchmarking data, and input received from the City's key stakeholders GHD will prepare a detailed analysis and recommendations for improvements to field instrumentation, radio system infrastructure, personnel access, system security, and integration of ancillary systems (e.g. GIS and CMMS system).
2. Prepare technical memoranda with gap analysis recommendations for City review and comment.
3. Participate in meetings to review gap analysis recommendations. Discuss findings and recommendations with key stakeholders, and identify priorities with key stakeholders.

Task D: Alternatives

1. Facilitate SCADA hardware and software vendor technical presentations to the City's decision makers. Assist and guide presentations to provide focused information to the City staff showing current technology that the City may not be aware of and how each vendor may help provide specific products that meet the needs and desires of the City.
2. 2. Using the information developed as part of this task as well as previous information developed as parts of Tasks A, B and C, GHD will prepare a detailed alternatives summary report and selection criteria to assist the City's key stakeholders refine the needs and ultimate selection of critical system components such as SCADA computer hardware, integration with ancillary systems (e.g. GIS and CMMS system), and telecommunication solutions.
3. Prepare technical memoranda with alternatives data for City review and comment.

4. Participate in meetings to review alternatives. Discuss findings and recommendations with key stakeholders, and identify preferred alternatives with key stakeholders.

Task E: Recommendations

1. Using the previous information developed as part of the task A, task B, task C and task D efforts GHD will prepare a draft SCADA Master Plan that includes:
    a. Recommendations for near term upgrades that allow current operational practices to continue, enhance operational practices, provide historical data access for record keeping and regulatory reporting, provides a master PLC, process control and real time data acquisition, Human Machine Interface (HMI) development, built-in report generation, integration with other systems (e.g. GIS and CMMS system), and improvements that address current deficiencies.
    b. Recommendations for long term upgrades.
    c. Recommendations for additional capabilities to be considered to improve operations.
    d. Development of standard specifications and integration requirements.
    e. Development of engineering cost estimates.
2. Prepare draft SCADA Master Plan technical memoranda for City review and comment.
3. Participate in meetings to review draft SCADA Master Plan. Review relevant standards, criteria documentation and discuss recommendations with key stakeholders.
4. Develop final SCADA Master Plan draft document based on all comments received form the City's key stakeholders.

Phase II: Develop SCADA Master Plan Design Specifications

Under this project phase, GHD will perform the following tasks:

Task A: Define SCADA Communication Protocols

Using the final draft SCADA Master Plan developed as part of Task E, GHD will develop detailed design documents associated with the proposed improvements as required and where appropriate. Design documents will include site plans, floor plans, one-line elementary diagrams, riser diagrams, communication diagrams, details, and construction specifications.

Task B: Develop Plans for SCADA Master Plan Improvements

Design review submittals will be submitted to the City for the City's review and comment. Design submittals will be provided at the 30%, 60% and 90% design stages. GHD will incorporate and address design comments prior to resubmitting.

Task C: Develop Project and Technical Specifications

Development of final 100% construction documents will be provided to the City to issue for construction.

Phase III: Project Management Support, Implementation Support and Training Support

Under this project phase, GHD will perform the following tasks:

Task A: Project Management Support

Provide construction project management support, bid addenda support, change order support, submittal review services, responces to Contractor Requests For Information (RFIs)during constructon and general project management support through construction.

Task B: System Startup and Commissioning Support

Assist the City with startup and commissioning of systems. This includes assisting the City with commissioning efforts of equipment that will be provided and installed by a contractor under a separate contract. GHD will submit reports of findings.

Task C: Training Support

Assist the City with acquiring training for the systems being provided and installed by a contractor under a separate contract. GHD proposes that the training services be included as part of the Phase II construction efforts, where the services are provided as part of the SCADA improvement bid package, where GHD will provide a training plan and assist with making recommendations for training.

Task D: Maintenance Recommendations

Assist the City with defining maintenance requirements for the systems being provided and installed by a contractor under a separate contract. GHD proposes that the maintenance requirements be included as part of the Phase II construction efforts, where the maintenance equipment are provided as part of the SCADA improvement bid package, where GHD will assist with making recommendations for maintenance equipment.

Information to be provided by the City:

- Provide physical addresses and as-built drawings (where available) for the City's existing facilities.
- Provide a list of existing computer related systems that the City may wish to integrate into any future SCADA system.

General Assumptions and Exclusions

- It is assumed that the City will provide vendor contact information and product information for any ancillary support systems (e.g. GIS, CMMS system, etc.), that the City wishes to include in the SCADA Master Plan.
- Civil engineering, structural engineering and mechanical engineering services associated with the improvements covered as part of this project can be provided by GHD

as an additional service, however are excluded as part of this scope.

Deliverables:

Phase I: Master Planning

Project Kick-off and Initial Meeting

1. Project understanding memorandum (3 hard copies, 1 digital PDF copy)
2. Workshop Meeting Minutes (3 hard copies, 1 digital PDF copy)
3. Site Visit Report (3 hard copies, 1 digital PDF copy)

Task A: Evaluation of The City's Assets Related to SCADA Master Plan

1. Site Assessment Technical Memoranda (3 hard copies, 1 digital PDF copy)
2. Workshop Meeting Minutes (3 hard copies, 1 digital PDF copy)

Task B: Evaluation and Benchmarking

1. Evaluation and Benchmarking Technical Memoranda, including a list of known and discovered system deficiencies, and equipment incompatibilities and end-of-usable-life issues (3 hard copies, 1 digital PDF copy)
2. Workshop Meeting Minutes (3 hard copies, 1 digital PDF copy)

Task C: Gap Analysis

1. Gap Analysis Technical Memoranda, including preliminary recommended system improvements and additions and upgrades suggested to mitigate any major deficiencies discovered in Task B (3 hard copies, 1 digital PDF copy)
2. Workshop Meeting Minutes (3 hard copies, 1 digital PDF copy)

Task D: Alternatives

1. Alternatives Technical Memoranda, including expressed City preferences for improvements based on vendor presentations, and initial Engineer's Estimate of Potential Construction Costs (3 hard copies, 1 digital PDF copy)
2. Workshop Meeting Minutes (3 hard copies, 1 digital PDF copy

Task E: Recommendations

1. Draft SCADA Master Plan for City review (1 hard copy, 1 digital PDF copy)
2. Recommendations Technical Memoranda (3 hard copies, 1 digital PDF copy)
3. Workshop Meeting Minutes (3 hard copies, 1 digital PDF ***copy)***
4. Final SCADA Master Plan (3 hard copies, 1 digital PDF copy)

Phase II: Develop SCADA Master Plan Design Specifications

1. 30% Design Documents (3 hard copies, 1 digital PDF copy) for each site described in the SCADA Master Plan – schematic level plans, controls descriptions and list of specifications
2. 60% Design Documents (3 hard copies, 1 digital PDF copy) for each site described in the SCADA Master Plan – Design Development level plans, diagrams, elevations, descriptions and standard specifications sections.
3. 90% Design Documents (3 hard copies, 1 digital PDF copy) for each site described in the SCADA Master Plan – pre-final design plans, process diagrams, sections, elevations, schedules, details, descriptions and specification sections
4. 100% Construction Documents (3 hard copies, 1 digital PDF copy) for each site described in the SCADA Master Plan – final plans, process diagrams, sections, elevations, schedules, details, descriptions and specification sections suitable for permitting and bid advertisement for Construction.

Phase III: Project Management Support, Implementation Support and Training Support

1. Project Management Support; 308 Hours
2. Commissioning and Startup Support; 154 Hours
3. Post Construction Training Support; 52 Hours
4. Maintenance Recommendations Support; 52 Hours

Attachment B - Information Form

ATTACHMENT B
Proposer's Information Form

PROPOSER (please print): GHD, INC.

Name: GHD, INC.

Address: 1735 North First Street, Suite 301

San Jose, CA 95112

Telephone: (408) 451-9615

FAX: (408) 451-9665

Contact person, title, telephone number, email address and fax number: Adrian Clarke, Office Manager, (408) 451-9615, Adrian.Clarke@ghd.com, (408) 451-9665

Proposer, if selected, intends to carry on the business as (check one)

☐ Individual
☐ Joint Venture
☐ Partnership
☒ Corporation
☐ Governmental Entity

When incorporated? 07/01/2006

In what state? California

When authorized to do business in California? 2006

☐ Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

☐ 1
☐ 2
☐ 3
☐ 4
☐ 5
☐ 6

Or,
☒ AC No Addendum/Addenda Were Received (check and initial).

(3) If Proposer is a *CORPORATION*, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: PROJECT DIRECTOR (Title)
and BUSINESS LEADER (Title)
of the CORPORATION named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

GHD, INC.
Corporation Name (type or print)

By: ADRIAN CLARKE
Title: PROJECT DIRECTOR
Dated: 2/20/2014

By: DANIEL B. REITER
Title: BUSINESS LEADER
Dated: 2-21-14

Attachment C - Certification of Non-Discrimination

ATTACHMENT C
Certification of Nondiscrimination

As suppliers of goods or services to the City of Santa Clara, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

(3) If Proposer is a *CORPORATION*, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: PROJECT DIRECTOR (Title)
and BUSINESS LEADER (Title)
of the CORPORATION named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

GHD, INC.
Corporation Name (type or print)

By: ADRIAN CLARKE
Titl : PROJECT DIRECTOR
Dated: 2/20/2014

By: DANIEL B. REITER
Title: BUSINESS LEADER
Dated: 2-21-14

Attachment E - Cost Proposal

Chapter 8 – Proposal Costs Sheet and Rates

Proposal Costs

Cost Proposal				
Phase	**Task**	**Item Description/Title**	**Subtask Cost**	**Total Phase Cost**
Project Kickoff and Initial Meeting				$5,708
1	$163,620			$194,684
	A	Assessment and Evaluations	$55,386	
	B	Evaluation and Benchmarking	$15,026	
	C	Gap Analysis	$15,026	
	D	Alternatives	$37,070	
	E	Recommendations, Develop Draft SCADA Master Plan	$41,112	
2	SCADA Master Plan Design Specifications (Task A-C)			$162,174
	A	Define SCADA Communications Protocols	$11,810	
	B	Develop Plans For SCADA Master Plan Improvements	$127,282	
	C	Develop Project and Technical Specifications	$23,082	
3	SCADA Project Management Support, Implementation Support and Training Support (Task A-D)			$91,218
	A	Project Management Support	$48,628	
	B	System Startup and Commissioning Support	$25,274	
	C	Training Support	$8,658	
	D	Maintenance Recommendations	$8,658	
Additional Services (Time and materials) 10% of Phase 1-3 Costs				$41,701
Total Proposal Cost, Including Additional Services Allowance Not To Exceed				**$464,421**

Project Hourly Summary and Hourly Rates

Labor Rates and Hourly Summary										
		Staff Classification	Project Director	Project Manager	SCADA Technical Advisor	SCADA Designer	Technical/ Field	CAD Operator	Doc. Mgmt.	TOTAL GHD HOURS
		Hourly Rate	$195	$195	$155	$155	$125	$115	$90	
Phase	Task	Item								
		Project Kickoff and Initial Meeting	4	8	8	8	0	0	4	32
1	A	Assessment and Evaluations	2	16	112	112	56	56	2	356
1	B	Evaluation and Benchmarking	2	16	64	0	0	0	8	90
1	C	Gap Analysis	2	16	64	0	0	0	8	90
1	D	Alternatives	2	8	80	80	40	20	8	238
1	E	Recommendations, Develop Draft SCADA Master Plan	8	24	112	64	40	0	8	256
2	A	Define SCADA Communications Protocols	0	2	32	32	0	0	8	74
2	B	Develop Plans For SCADA Master Plan Improvements	2	64	240	240	136	136	8	826
2	C	Develop Project and Technical Specifications	2	16	48	48	24	0	2	140
3	A	Project Management Support	12	24	96	96	48	8	24	308
3	B	System Startup and Commissioning Support	2	2	96	46	0	0	8	154
3	C	Training Support	0	2	24	24	0	0	2	52
3	D	Maintenance Recommendations	0	2	24	24	0	0	2	52
		Total Hours	**38 Hrs**	**200 Hrs**	**1,000 Hrs**	**774 Hrs**	**344 Hrs**	**220 Hrs**	**92 Hrs**	**2,668 Hrs**

Attachment H - Affidavit of Compliance with Ethical Standards

ATTACHMENT H
Affidavit of Compliance with Ethical Standards

I, DANIEL B. REITER, being first duly sworn, state that I am BUSINESS LEADER (title or capacity) of GHD, INC (entity name) and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Attachment G, and 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 made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards 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 coowner 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.

GHD, INC.
a Corporation

Signature of Authorized Person or Representative

BUSINESS LEADER
Title

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sonoma }

On 2-21-14 (Date) before me, Bonnie L. Burrell (Here Insert Name and Title of the Officer),

personally appeared Daniel B. Reiter (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.

BONNIE L. BURRELL
Commission # 1888800
Notary Public - California
Sonoma County
My Comm. Expires May 9, 2014

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 Bonnie L. Burrell
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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Attachment I - Resumes

Adrian Clarke, PE

Project Director

Qualified. 2003/B.S./Civil/University of the Pacific

Connected. Member of American Society of Civil Engineer, Construction Managers Association of America, American Public Works Association.

Relevance to project. Mr. Clarke has over eleven years of experience in civil engineering and construction management. His diverse experience includes civil engineering design work for site development projects, roads, water, recycled water, wastewater, flood control, and storm drain projects. Mr. Clarke has prepared capital plans and engineering studies for public and private improvements. He has construction management experience for water and wastewater projects and field experience for various projects including special inspection and materials testing.

Project Manager

49ers Stadium | Santa Clara, CA, USA

Adrian served as Project Manager and engineer of record for civil engineering improvements adjacent and within the Stadium footprint. Civil engineering has involved both design bid build and design build construction methodologies. The 69,000 seat stadium which sits on a 30 acre site included one existing City street to be vacated and numerous existing city utilities to be replaced or relocated. The project is a fast-track project requiring design to be completed quickly so construction could start on an accelerated schedule. The numerous phasing and design project packages involved the new parking lot for the 49ers training facility, new parking lot and access road for the Stadium, grading for the entire site, the relocation and installation of new transmission and distribution water main, distribution recycled water main, sanitary sewer, storm drainage facilities that meet C.3 requirements, and installation of low impact development bioretention facilities. The project required constant coordination with the architectural team, the stadium design-build team, city staff and city manager's office in both the planning and design of the project as well as well as detailed coordination with the 49ers ownership. Planning Work began in 2006. The stadium design for construction documents begun in 2011 with construction schedule for completion in April of 2014. The overall project is a $1.02 billion facility. Total construction cost for projects Mr. Clarke managed is over $35 million.

Project Manager

49ers Stadium Pump Station | Santa Clara, CA, USA

Adrian served as Project Manager for the design of a sanitary sewer pump station and SCADA system for the new stadium. Complexities of the project included designing pump station capable of handling low normal day flows and high stadium flows as well as a tight site adjacent to the 49ers training fields. GHD used design charattes with the City to go over the the complex design in order to complete construction documents in a compressed schedule. The project is currently in construction. Mr. Clarke is also the lead contact providing construction support.

Project Director

Northside Tanks Piping Reconfiguration | Santa Clara, CA, USA

Project Director for designing piping modifications and electrical improvements at the Northside Tanks site to improve water quality, provide better operational flexibility, and increase reliability. Site improvements include improved tank yard piping, flowmeter and turbidity meter additions; pump station electrical and site SCADA upgrades; new standby generator and new motor control center room in a new building annex.

Project Director

Northside Tanks Piping Reconfiguration | Santa Clara, CA, USA

Project Director for designing piping modifications and electrical improvements at the Northside Tanks site to improve water quality, provide better operational flexibility, and increase reliability. Site improvements include improved tank yard piping, flowmeter and turbidity meter additions; pump station electrical and site SCADA upgrades; new standby generator and new motor control center room in a new building annex.

Project Manager

Hunters Point Shipyard Development | San Francisco, CA, USA

Project manager and Construction Manager for ongoing design and construction of infrastructure to support the early phases of the Hunters Point Development. Working with the developer and architectural team to coordinate on-site design needs with off-site public infrastructure designs. Mr. Clarke has provided construction support services by responding to questions from the contractor and preparing design revisions during construction.

Project Manager

Lennar Urban Hunters Point Shipyard Parcel A, Open Space Development | San Francisco, CA, USA

Project Manager and engineer of record responsible for onsite civil engineering for Hillside Parks, Hill Point Park, and Pocket Parks. Responsibilities include coordination with landscape architect and developer and oversaw development of documents for compliance with SFPUC Stormwater Management Guidelines, and pipeline and grading design presented in Construction Documents.

Assistant Project Manager

Hunters Point Phase II and Candlestick Point Redevelopment | San Francisco, CA, USA

Assistant Project Manager for the $2.5 billion conceptual development and master planning for the civil site engineering for a 720 acre mixed-use development with 10,000 residential units and 3 million square feet for research and development located at the Hunters Point Shipyard And Candlestick Point Development Areas in the Southeast of the City and County of San Francisco. Project duties included tracking project budgets and schedule, completing project phasing plans for construction, and coordination between discplines for utilities (water, recycled water, storm drain, sanitary sewer, electric and communication) and architect. Prepared alternative analysis for use of restrained joint PVC in lieu of ductile iron pipe that the City approved for recyceld water use. The work has required intensive communication and coordination with the client and the various city agencies including the San Francisco Department of Public Works, San Francisco Public Utilities Commission, and the Mayor's Office of Workforce and Economic Development.

Construction Manager

Eastside Trunk Sewer Project | Rohnert Park, CA, USA

Construction Manager for the Eastside Trunk Sewer Project. Phase I of this project included the construction of one-mile of 42-inch RCP with HDPE liner. This project also included three directionally drilled crossings with construction of siphon structures. Project challenges include sewer depth and high groundwater. Coordination with businesses to maintain operation while construction work progressed was necessity. Total construction cost was approximately $10.5 million. Due to our meticulous and documentation and project file organization, the City was able to navigate favorably through a construction claim.

Project Engineer
Burlinghome-Easton Water Main Replacement Phase III | Burlingame, CA, USA
Project Engineer responsible for the design of approximately 5,000 feet of PVC water main and 179 new water service connections to existing homes. Performed field inspections of each home to locate existing water service connection and design of future tie-in location. Project required extensive coordination with home owners to develop onsite construction plans for relocation of service and constructability review to help minimize onsite impacts.

Assistant Construction Manager
North Napa Bypass Sewer and Siphon, Napa Sanitation District | Napa, CA, USA
Provided assistant construction management and inspection for the construction of a new 36 to 54-inch gravity sewer, including a double barrel inverted siphon in a 72-inch casing tunnelled under the Napa River, that will allow for the elimination of two District pump Stations. The project includes crossing under an existing railroad and coordination with construction for the Napa River Flood Control Project. Provided submittal and RFI reviews, change order analysis and part time inspection. Total construction was approximately $8 million.

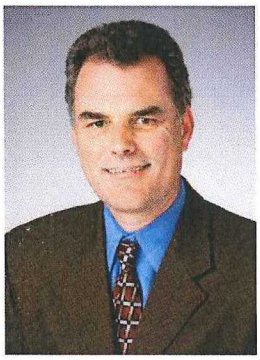
Project Manager
NMWD Hamilton Area Recycled Water Hydraulic Analysis | Novato, CA, USA
Project Manager responsible for preparing a recycled water hydraulic analysis to model the new recycled water system in the Hamilton Area. New distribution system included over six miles of pipeline and approximately 40 customers. Project required coordination with the District and design engineer to size evaluate multiple scenarios and potential future expansion to accurately size the distribution mains.

Other related areas of interest

- **Registered.** 2005/Civil/68508/CA
- **Qualified**. Qualified SWPPP Developer

Rick Guggiana, PE, LEED AP

Project Manager



Qualified. B.S./Electrical Engineering/ California State Polytechnic University/1983

Connected. Institute of Electrical and Electronics Engineers (IEEE) – Member. International Society of Automation (ISA) – Member.

Relevance to project. Rick Guggiana is a licensed electrical engineer with over 20 years of experience in the electrical, controls, and instrumentation fields. He has extensive experience in site and building power, medium voltage distribution, lighting, motor controls, electrical system studies, Supervisory Control and Data Acquisition (SCADA) systems, and instrumentation. His background includes a wide spectrum of clients from commercial to industrial to government. Rick was involved in the design and construction management of a 115-kV substation project which won a merit award from the Consulting Engineers and Land Surveyors of California (CELSOC).

Electrical Engineer

Lift Station SCADA RFP | Santa Rosa, CA, USA

Electrical engineer for project to develop design-build supervisory control and data acquisition (SCADA) RFP for retrofitting the telemetry system covering 18 municipal sewage collection lift stations. The project established requirements to convert the City's existing telephone autodialler-based alarm system to a 150 MHz licensed radio-based SCADA system, providing full remote control and status reporting of each lift station and appurtenant systems. The new Remote terminal units (RTUs) were integrated into the lift stations to replace the existing mix of Tesco and Gorman Rupp level controllers. Existing autodiallers were integrated as a backup system in case of radio failure. Modifications were made to expand each lift station's control cabinets to accommodate the unique conditions at each site.

Lead Electrical Engineer

Wineville Pipeline Extension | Inland Empire Utilities Agency, CA, USA

Lead electrical engineer for project to extend a recycled water pipeline to a recharge basin site. Design included connection of flow, pressure, and valve control signals to an existing Allen-Bradley PLC. In addition, the project added a remote PLC with a 900 MHZ spread spectrum link to control remote sluice gates with motorized operators. Wrote control descriptions to integrate the new control schemes into the Agency's existing PLC and SCADA HMI programming.

Construction Manager

SCADA System Upgrade | Rohnert Park, CA, USA

Construction manager for the City of Rohnert Park Supervisory Control and Data Acquisition (SCADA) System Upgrade project. The upgrade replaced Tesco LIQ III RTU's with a system based on Modicon Momentum PLC's and Wonderware. The SCADA system provided pump controls, data monitoring, flow totalizing and trending for forty one potable water wells, ten turnouts, seven water storage tanks, and the waste water pumping station equipment, using spread spectrum radio between each remote site and the control room.

Lead Electrical Engineer

USCG Training Center WWTP | Petaluma, CA, USA

Lead electrical engineer for design of a 4.8 mgd tertiary wastewater treatment plant. Project SCADA system includes a server-based HMI and historian package with a graphics workstation to replace an existing PC-based HMI. The system includes three existing PLCs in outlying facilities, as well as seven PLCs within the new treatment plant. The outlying facilities are linked via 411 MHz (government band) spread-spectrum radios, the in-plant PLCs linked via a fiber optic backbone, and all are connected via an ethernet switch. Four of the in-plant PLCs are embedded into manufacturer-supplied process equipment, while the remaining three Allen-Bradley PLCs are incorporated into custom controls cabinets. The central PLC uses hot standby CPUs for redundancy. Instrumentation includes flow, level, pressure, dissolved oxygen, chlorine residual, turbidity, UV transmittance, and alkalinity.

Electrical Engineer

Programmable Control Panel Upgrade | Orange County Sanitation District, CA, USA

Electrical engineer for project to migrate existing PLCs from proprietary Modbus Plus to Ethernet IP networks. The design included modifications to 43 Modicon Quantum PLCs located in two wastewater treatment plants. Modifications ranged from adding Ethernet communication modules to existing backplanes, to installing larger backplanes to accommodate the new comm modules. In some cases, PLCs were relocated to new enclosures because existing enclosures did not have enough space for larger backplanes and new Ethernet switches, and included conversion of local I/O to remote I/O. Wrote procedures to minimize PLC downtime and its impacts to treatment plant processes.

Lead Electrical Engineer/Project Manager

Combined Heat and Power Project | Santa Rosa, CA, USA

Lead electrical engineer for project to replace an aging cogeneration facility in a municipal wastewater treatment plant. Design elements included PLC-controlled paralleling switchgear for connecting four spark-ignited generators onto the Plant distribution system. Separate PLCs were provided to monitor and control the digester gas treatment, mixed-gas supply, and heat loop systems for flow, temperature, and pressure. All new PLCs were connected to the existing Plant network and integrated into the existing Wonderware HMI. Siemens PLCs were specified to match existing City hardware standards; City programming and documentation standards were enforced in the specifications to ensure maintainability.

Lead Electrical Engineer

Recycled Water Project | Yountville, CA, USA

Lead electrical engineer for a project to expand a small community's wastewater reuse capabilities. The existing plant contained a single stand-alone Allen-Bradley PLC to control the recycled water distribution pumps. The project included addition of a PC-based HMI and historian, a PLC to control effluent chlorination and dechlorination, remote operator interface terminals in the plant, and RTUs at five remote irrigation ponds. The remote RTUs measure water deliveries via pond level and turnout flow, and control flow to individual ponds via control valves.

Electrical Engineer
Cuyamaca Rancho State Park | Descanso, CA, USA
Design of electrical and instrumentation infrastructure associated with the upgrade of park water systems. Project requirements included developing documentation for existing facilities, development of a park-wide radio path study, implementing a park-wide SCADA system for monitoring and managing park-wide water system, instrumentation integration, and providing construction management. This project also included the development of standalone photovoltaic systems for powering distributed instrumentation and wireless communications systems, including 900 Mhz spread spectrum and cellular radio.

Electrical Engineer
Sweetwater Springs Water District Phase III-A Water Distribution Improvements | Guerneville, CA, USA
Electrical engineer for installing iron and manganese removal, adding storage capacity, and replacing undersized and deteriorated distribution pipelines. The work included a pyrolusite pressure filter, on-site hypochlorite generation, two 125,000-gallon and one 370,000-gallon storage tanks, three booster pumping stations, and SCADA for eleven remote sites. The SCADA system included a PC-based HMI system with the remote sites connected to a central RTU via 900 MHz spread spectrum radio. A store-and-forward scheme with a mountaintop repeater was used to overcome the area's hilly terrain. RTUs at each of the remote sites were used for local process control and for control and status functions. The RTU at one of the tank sites, located on a remote hillside, was equipped with a PV system to provide power. Instrumentation included flowmeters at wells and tanks, level transducers at tanks, and pressure transducers for individual pressure zones.

Electrical Engineer
Hidden Valley Lake Community Services District | Middletown, CA, USA
Designed electrical distribution for three potable water pump stations, each consisting of 3 to 7 booster pumps up to 60 hp. Design included service entrance, motor control centers, lighting, and integrating PLC controls into existing SCADA system. The design included new PLCs at each of the pump stations and at their associated tanks. Tank levels are telemetered via 900 Mhz spread spectrum radio to their respective pump stations, where pumps are staged via the PLC, based on tank level and time-of day. Coordinated integration of the water supply system into the District's existing sewage collection and treatment radio network and SCADA HMI.

Electrical Engineer
Stonecrest Pump Station Emergency Repair | Napa Sanitation District, CA, USA
Electrical engineer for an emergency repair to a sewage pump station. An automobile accident destroyed the pumpstation's electrical controls cabinet. Tasks included advising District personnel on how to piece the equipment back together on a temporary basis, and then working with the District's favored vendor to design a new motor control center to accommodate present and future pumping needs. A new PLC with a spread spectrum Ethernet radio link to the District's SCADA system was also designed. The PLC-based level controls used an ultrasonic transducer in the wetwell, and incorporated primary and backup controls schemes. A bid package was developed for a contractor to execute the permanent repair. Construction management services were also provided.

Lead Electrical Engineer
Laguna Power System Upgrade | Santa Rosa, CA, USA
Lead electrical engineer for the design and resident engineer during construction of a 115kV substation at this subregional wastewater facility. Design included Siemens PLCs in the substation and new main plant switchgear to monitor circuit breaker and utility status, linked to the existing Plant network via fiber optics. Extensively modified control wiring, and assisted the City staff to make programming changes to the emergency generator switchgear PLC to integrate existing cogeneration and emergency power plants to the new substation. Phased work to achieve minimum disruption to plant processes during cutover. This project received a CELSOC award for innovation.

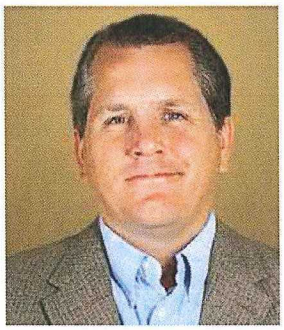
Electrical Engineer
Cotati Tank | Cotati, CA, USA
Designed electrical service and site electrical distribution for new water tank site. Designed a PC-based SCADA system to replace existing hardwired controls to seven sites across the city. Designed system to initially communicate over a leased line network, with future cutover to a radio-based system.

Other related areas of interest

- **Registered.** Electrical, CA, #15880. Electrical, AZ, #34069, Electrical, CO, #34471. Electrical, IL, #062-053426. Electrical, TX, #86009. Electrical, WA, #36259. US Green Building Council LEED Accredited Professional. Construction Documents Technologist (CSI).

Curriculum Vitae

Mike Tocher
SCADA Technical Advisor



Qualified. B.S./1994/Electrical Engineering/Portland State University/OR.

Connected. Member The Institute of Electrical and Electronics Engineers.The Association of Energy Engineers. Cogeneration & Competitive Power Institute of AEE. Energy Services Marketing Society of AEE. National Fire Protection Association

Relevance to project. Mr. Tocher has over 20 years of diverse experience managing and designing projects including commercial buildings, institutional facilities (health care, schools K-12, college, universities, prisons, etc.), industrial projects (water/wastewater, manufacturing, production, processing, etc.), and renewable energy projects (feasibility studies, photovoltaic, methane fuelled cogeneration, etc.).

Mr. Tocher also has specialized experience managing, designing and implementing automation and control systems that include network based SCADA systems for various environments including municipalities, institution and industrial applications. Experience includes instrumentation integration, process automation, developing SCADA security requirements, developing wireless/telemetry-based systems and SCADA system commissioning. Other experience includes designing communications systems to BICSI and TIA standards.

Project Engineer
Town of Richmond Hill
SCADA Master Plan | Richmond Hill Ontario, Canada
Developed SCADA Master Plan for the Towns wastewater pumping stations. SCADA Master Plan included assessing pump stations, recommending improvements, meeting with key stakeholders, planning for the integration the Towns work order management and geographical information system software into the SCADA system, and development of system specifications associated with the SCADA Master Plan.

Project Engineer
US Coast Guard Training Center
Wastewater Facility | Petaluma, CA, USA
Design of SCADA, instrumentation and control systems for new wastewater treatment facility. The project scope included providing electrical, controls, instrumentation and SCADA design for the sites new wastewater facilities and wastewater discharge facilities. Project requirements included developing SCADA networks protocols and radio based networks for the management, and control of the facilities operations, including the development of multi-site automated irrigation based effluent discharge system.

Project Engineer
National Park Service Title 1 Engineering Study
Yosemite National Park | El Portal, CA, USA
Developed Title 1 engineering study for the park, which included the electrical, water and wastewater conveyance infrastructure, water treatment plants, wastewater treatment plants, and pumping stations. The scope of the report included assessing the parks existing systems, making recommendations for improvements and recommendations for SCADA system development requirements for integrating the parks electrical, water and wastewater systems into a unified SCADA architecture.

Project Engineer
City of Trinidad Water Plant Upgrades
City of Trinidad | Trinidad, CA, USA
Provided design for upgrades the City's water pump station and treatment plan facilities that included SCADA system improvements, communication system upgrades and water plant control system improvements. Included electrical design services associated with the plant improvements and upgrades.

Project Engineer
NAVFAC Andersen Air Force Base Strike South Ramp Utilities Upgrade | Guam, USA
Design of electrical infrastructure associated with upgraded water distribution system and upgrades to base wastewater lift stations. Project design included designing of power, communications, instrumentation integration, wireless telemetry systems, controls and SCADA systems. Project requirements also included developing documentation of existing facility systems and upgrading the existing facility SCADA system.

Project Engineer
South Tahoe Public Utility District Assessment and Evaluation | South Tahoe, CA, USA
Provided engineering services for the condition assessment and evaluation of the Districts Luther pass pump station. Assessment included developing recommendations and alternatives for the pump stations SCADA and control systems. Assessments included reviewing findings with the Districts key stakeholders and developing alternatives, where the alternatives were reviewed in planning workshops managed by GHD for determining further improvements. The project is currently in the Phase II planning stages.

Project Engineer
California Department of General Services (DGS)/California Department of Corrections and Rehabilitation (CDCR) Susanville SP WWTP upgrade | Susanville, CA, USA
Design of electrical infrastructure for upgraded wastewater treatment plant. Project design included designing of power, communications, instrumentation integration, wireless telemetry systems, controls and SCADA systems. Project requirements also included developing documentation of existing facility systems, implementing plant-wide SCADA system, instrumentation integration and providing construction management.

Project Engineer
York Region Leslie Street Sewage Pump Station Upgrades | Toronto, Canada
Design of SCADA, instrumentation and control systems for the upgrade and modifications to the Region's largest sewage pumping station with a rated pumping capacity of 170MGD. The project scope included complete retrofit and upgrade of the pump station pumps, motor controllers, medium voltage switchgear, power distribution systems, controls, instrumentation, SCADA system, and associated SCADA radio-based communications. Project requirements included developing documentation of existing facility systems and developing construction sequencing plans that maintain the pumping stations existing firm pumping capacity throughout the construction process.

Project Engineer
York Region West Richmond Hill Potable Water Pump Station| Toronto, Canada
Design of SCADA, instrumentation and control systems for the one of the Region's largest potable water pump stations, which housed 2 complete pump stations, each with a rated pumping capacity of 11MGD. The project scope included complete design of pump station, motor controllers, medium voltage switchgear, power distribution systems, controls, instrumentation, SCADA system, disinfection systems, and associated SCADA radio-based communications. Project requirements included developing documentation of existing offsite facilities.

California Department of Corrections and Rehabilitation (CDCR), California Health Care Facility, Design Build Package 2 | Stockton, CA, USA
Provided design of electrical, telecommunications, instrumentation, controls and SCADA systems for the site support infrastructure to support the construction of the nearly $1 Billion California Health Care Facility. Design scope included designing water and wastewater site infrastructure improvements for the new facility.

Project Engineer
California State Parks Cuyamaca State Park Water System Upgrades | Cuaymaca State Park, CA
Design of electrical infrastructure for upgrade of park potable water system, and included developing construction documents for standalone photovoltaic systems for powering distributed instrumentation and wireless communications systems. Project requirements also included developing documentation of existing facility systems, implementing park-wide SCADA system, instrumentation integration and providing construction support.

Project Engineer
Valley of the Moon Water District, Well No. 5 | Sonoma, CA, USA
Design electrical infrastructure and systems for new well and filtration system. Included instrumentation integration and developing SCADA design to integrate into District's existing SCADA system. Project requirements included documentation of existing systems and construction management.

Project Engineer
California Department of Corrections and Rehabilitation (CDCR) Sierra Conservation Center | Jamestown, CA, USA
Design for the addition of water plant upgrades including instrumentation integration, the addition of a plant wide SCADA system, controls and power distribution. Project requirements included documentation of existing facility distribution systems and construction management.

Project Manager
Pump Station, City of Guadalupe | Guadalupe, CA, USA
Design for new 3MG pumping station serving city residents. Design included electrical infrastructure, support structure design and SCADA design. Services also included acting as utility liaison and construction management

Project Engineer
California Department of Corrections and Rehabilitation (CDCR) Richard J Donovan Correctional Facility, | San Diego, California, USA
Provided electrical, controls and instrumentation design associated with the upgrades for the wastewater system improvements. The project consisted of a new sewage grinding and screening facility comprised of a dual channel concrete structure, in-channel grinder and screening auger, electrical and control equipment.

Project Engineer
University of California Davis Booster Station Upgrades | Davis, CA, USA
Design electrical infrastructure for the addition of water booster station plant generator and motor control center upgrades. Included integrating systems into university SCADA system. Project requirements included documentation of existing facility distribution systems and construction management.

Project Engineer
California State Parks | El Capitan State Beach, CA, USA
Consulting services for updating existing water distribution system. Included in the study was developing a master planning strategy for system wide updates to an antiquated manual system, including updating SCADA communications, controls and HMI components. Worked closely with system managers and operators to coordinated requirements and design strategies to ensure proposed design requirements met requirements for all project stake-holders.

Project Manager
Lift Station Replacement, City of Arroyo Grande | Arroyo Grande, CA,USA
Design for lift station replacement and upgrade at 2 sites. Designs included electrical infrastructure and SCADA design. Services also included acting as utility liaison and construction management.

Project Engineer
South Tahoe Public Utility District Waste Water Treatment Plant Upgrade | South Tahoe, CA, USA
Design of electrical infrastructure for upgraded primary and secondary effluent pump station. Project design included designing of power distribution, motor control systems, communications, instrumentation and SCADA systems. Project requirements also included updating existing SCADA system, documentation of existing facility distribution systems, construction management, developing electrical coordination study and Arc Flash study for WWTP.

Project Manager
Lift Station Replacement, City of Pismo Beach | Pismo Beach, CA, USA
Design for lift station replacement and upgrade at 3 lift station sites and 1 booster station site upgrade. Designs included electrical infrastructure and SCADA design. Services also included working with city to implement SCADA upgrades, utility liaison and construction management.

Project Engineer
Lift Station Replacements, City of Paso Robles | Paso Robles, CA, USA
Design for new lift station and replacement and upgrade at 3 lift station sites, 2 booster stations and (2) well sites. Designs included electrical infrastructure and SCADA design. Services also included acting as utility liaison and construction management.

Project Engineer
Port of Portland, Portland International Airport (PDX) | Portland, OR, USA
Design and development of data acquisition system and Human Machine interface (HMI) consisting of utility metering (electrical and gas) for facilities management. System included instrumentation integration, SCADA I/O and Web based HMI for supervisory monitoring and billing applications. Services included deployment and operational support.

Project Engineer
Los Alamos National Laboratory | Los Alamos, NM, USA
Design and development of data acquisition system and Human Machine interface (HMI) consisting of utility metering (electrical, gas and steam) for facilities management and crises management. System included instrumentation integration, SCADA I/O and Web based HMI for supervisory monitoring and billing applications. Services included deployment and operational support.

Other related areas of interest

Publications:

- Modular Cylindrical PV Array for Fixed and Portable Applications – IEEE International Conference On Sustainable Energy Technologies (ICSET) (Singapore, 2008)
- Low Cost, Fully Self Contained, Telemetry Based Modular Sensor Platform – Tech East 98'/ NASA Technology 2008 Conference (Boston, 1998)
- Automated Crop Irrigation Systems (ACIS) -NASA Technology 2000

Eric Penn, PE

SCADA Designer

Qualified. BS/Electrical Engineering/Cal Poly State University/2000

Connected. Member of International Brotherhood of Electrical Workers (IBEW), Institute of Electrical and Electronics Engineers (IEEE), Power Engineering Society (PES).

Relevance to project. Mr. Penn has practical experience in the design and implementation of electrical systems. Mr. Penn has designed electrical, communications and process control systems for commercial and industrial projects including municipal power transmission and distribution systems. He also has hands-on construction experience and worked for over a decade as a Journeyman Electrician on a wide variety of residential, commercial and industrial projects. He has served as engineer of record on several projects including tenant improvements, parking structures, roadway lighting, and photovoltaic systems. In addition, he has provided construction management support for several projects.

Lead Electrical Engineer
Levi's Stadium Waste Water Pumping Stations | Santa Clara, CA, USA

Lead Electrical Engineer for preparation of Construction Documents for the interim and permanent main waste water pumping stations for the new Levi's Stadium. Interim design included coordination efforts with Silicon Valley power for a new interim electrical service that would transition to a permanent service for the final build-out, and self-contained automatic and manual controls systems. Design efforts for the permanent pump station included selection of emergency backup generator and service equipment, transitioning plan for the temporary power to the final station, and interior and exterior power and lighting designs. New SCADA and control schemes were developed and specified to connect the final pump station equipment to the City's Master Controller as well as hard-wire backup controls. Equipment submittals were reviewed and coordinated to ensure final installation conforms with the City's expected functionality.

Electrical Engineer
Novato Waste Water Treatment Plant | Novato, CA, USA

Designed communication interconnections for a new Master SCADA Controller for a complete wastewater collection and treatment system. A new Master PLC was connected to individual process PLC/RTUs and other field devices via single mode fiber optic backbone and spread spectrum radio links. Control logic and algorithms were developed to provide appropriate control signals for process loop controls. Individual process HMI devices were connected to display overall and detailed views of the local process, operating parameters, equipment status, upset conditions and alarm annunciations using graphical software.

Electrical Engineer
Ignacio Transfer Pump Station | Novato, CA, USA

Lead Electrical Engineer for a conversion of an existing 40-year old wastewater treatment facility into a transfer pumping station. Design efforts include instrumentation, local and remote automatic and manual controls via local PLCs, and SCADA, as well as a communication scheme with a remote Master Controller via a high-speed single mode fiber optic link. Design also included interim operations plan and suggested sequence of construction to retain existing functionality during conversion, and a final decommissioning and demolition plan of existing wastewater treatment facility,

Electrical Engineer
Repair Three Sewer Lift Stations, SWDIV | Point Loma, CA, USA
Electrical engineer for a retrofit project at Pump Stations 247, 160, and 149, operated by the US Navy. An above-ground emergency generator was provided at Stations 160 and 149. All stations required stand-alone hardwire level controls as well as communications with a remote Master Controller for alarms and monitoring. The project received an "excellent" rating from SWDIV.

Electrical Engineer
Sewer Pump Stations 1250 and 559 Improvements and Upgrades | North Island, CA, USA
Electrical engineer for improvements to the 1250 and 559 pump stations at US Naval Air Station North Island. Improvements included all new local automatic SCADA pump control and instrumentation systems, odor and corrosion control devices, new submersible pumps, and improvements to the ventilation system.

Electrical Engineer
Kilo Pier, 604 and 4949 Pump Station Improvements, SWDIV | CA, USA
Electrical engineer for improvements to the Kilo Pier Pump Station (Naval Air Station North Island), Pump Station 604 (Amphibious Base) and Pump station 4949 (Imperial Beach). Improvements included a complete redesign and replacement of existing local controls and SCADA, replacing the existing pumps, and an upgrade of mechanical equipment.

Electrical Engineer
US Navy Sewage Pump Station Upgrade | Coronado, CA, USA
Electrical engineer responsible for writing performance-based Request for Proposal (RFP) intended to procure a design/build upgrade of five failing sewage lift stations to meet current construction codes, military specifications and usage requirements. The RFP included specific requirements for the replacement of existing stationary emergency generators and/or portable generation provisions, local automatic controls schemes and fiber-optic connection to site-wide SCADA system.

Electrical Engineer
Capel Estates Water Treatment Facility | Napa, CA, USA
Lead Electrical engineer for the complete SCADA, control and power design for a three-stage drinking water purification and storage facility. Design efforts included the selection of monitoring and control instrumentation and devices, specification of automatic PLC/RTU equipment, and design of monitoring and control schema for efficient operations of the facility.

Electrical Engineer
Otay Reservoir 1004-2 Relocation | San Diego, CA, USA
Electrical engineer for the design of SCADA, communications, and power systems for a new 1.4M gallon potable water reservoir and chloramination facility. SCADA and control design included future provisions for upgrade of the site into a full-fledged potable water pumping and treatment facility suitable for local residential potable water supply. Control scheme included closed loop automatic controls and designed SCADA communication scheme was intended for remote monitoring and control for both interim and expected final build-out design.

Electrical Engineer

California Office of Emergency Services | Rancho Cordova, CA, USA

Electrical engineering and design of new access control system and site perimeter security system. Design elements included low-light, pan/tilt/zoom security cameras, spread-beam infrared motion sensors, vehicle detection loops, personnel access keypads, card readers, and magnetic door lock control systems. Exterior site lighting was designed to balance provide adequate light for security with local neighborhood light-pollution ordinances as well as energy-efficiency.

Electrical Engineer

Napa Sanitation District Pump Station Upgrades | Napa, CA, USA

Field electrical engineer for site investigation and observation leading to the development of a complete point-to-point wiring diagram for an existing power and control system at an operational wastewater pumping station. Investigation included survey of existing instrumentation and controls devices, PLC and SCADA equipment.

Electrical Engineer

Jameson Canyon Unit #7 Addition | Vallejo, CA, USA

Electrical engineer for the relocation and consolidation of existing electrical controls and SCADA at a large operational potable water pumping station with three (3) 1250hp medium-voltage pumps. Design efforts also included upgrade and relocation of existing medium-voltage switchgear, low-voltage motor control center, and the selection and connection design of new medium-voltage variable frequency drives.

Electrical Engineer

City of Calistoga, Calistoga, CA, USA

Electrical Engineer for the Waste Water Treatment Plant Upgrade Project. Assisted lead electrical engineer with the design of efficient process technologies and PLC-based SCADA system. Project phasing was applied to allow an existing wastewater treatment plant to be rebuilt from the ground up, while maintaining continuity of operations. The existing PLC based control and alarm system was upgraded to permit automatic and/or manual control of each process and system.

Other related areas of interest

- **Registered.** Electrical Engineer, CA, 16929. Electrical Engineer, Guam, 1525.
- **Registered.** Construction Documents Technologist (CSI).

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
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EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed four hundred sixty-four thousand, four hundred twenty-one dollars ($464,421), subject to budget appropriations. See attached cost proposal. All services shall be time and materials.

Cost Proposal				
Phase	**Task**	**Item Description/Title**	**Subtask Cost**	**Total Phase Cost**
Project Kickoff and Initial Meeting				$5,708
1	SCADA Master Plan Development (Comprehensive Written Plan; Task A-E)			$163,620
	A	Assessment and Evaluations	$55,386	
	B	Evaluation and Benchmarking	$15,026	
	C	Gap Analysis	$15,026	
	D	Alternatives	$37,070	
	E	Recommendations, Develop Draft SCADA Master Plan	$41,112	
2	SCADA Master Plan Design Specifications (Task A-C)			$162,174
	A	Define SCADA Communications Protocols	$11,810	
	B	Develop Plans For SCADA Master Plan Improvements	$127,282	
	C	Develop Project and Technical Specifications	$23,082	
3	SCADA Project Management Support, Implementation Support and Training Support (Task A-D)			$91,218
	A	Project Management Support	$48,628	
	B	System Startup and Commissioning Support	$25,274	
	C	Training Support	$8,658	
	D	Maintenance Recommendations	$8,658	
Additional Services (Time and materials) 10% of Phase 1-3 Costs				$41,701
Total Proposal Cost (Including Additional Services)				**$464,421**

AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall purchase and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as,

Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance

Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal. Responsibility of notification shall be provided by GHD in lieu of the insurer.

   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. Responsibility of notification shall be provided by GHD in lieu of the insurer.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance

compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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 City or Consultant 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 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 City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant 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, Consultant 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 Water and Sewer Department

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

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 City or its insurance compliance representatives.

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
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EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[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 City contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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[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 PROFESSIONAL SERVICES
BY AND BETWEEN THE
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

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

GHD INC.

a California corporation

By: David Lindow
Signature of Authorized Person or Representative

Name: David Lindow

Title: Business Group Manager

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 3-25-14 (Date) before me, Eduardo Sandoval, Notary Public (Here Insert Name and Title of the Officer),

personally appeared David Lindow (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.

EDUARDO SANDOVAL
Commission # 2030001
Notary Public - California
Santa Clara County
My Comm. Expires Jun 21, 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: Eduardo Sandoval (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: Exhibit E Affidavit of Compliance

Document Date: 3-25-14 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ 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: _____

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AGREEMENT FOR PROFESSIONAL SERVICES
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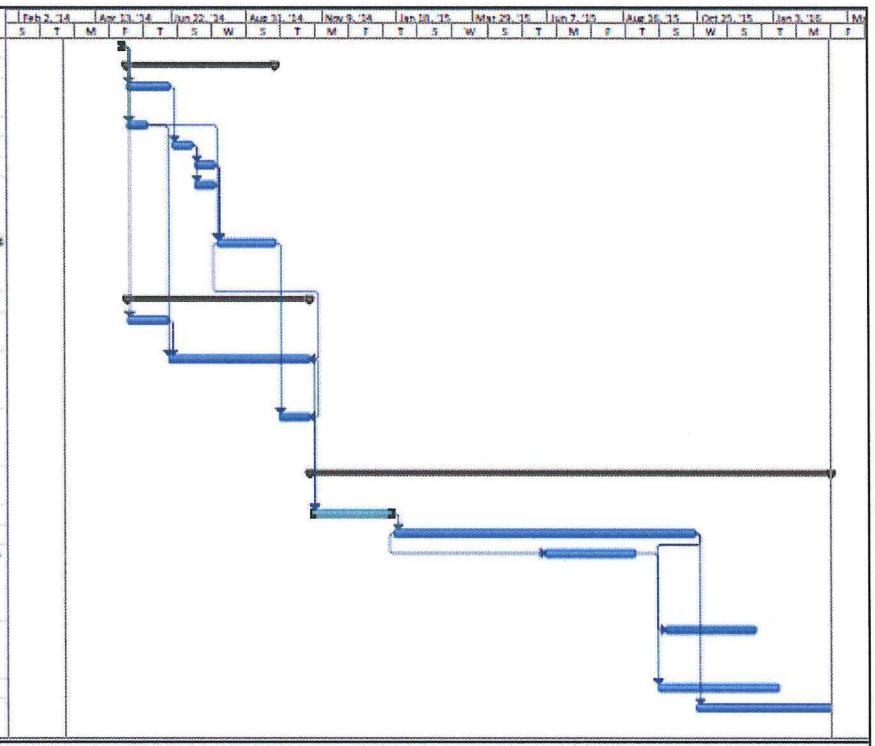
EXHIBIT F

MILESTONE SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors
1	Project Kickoff	4 days	Tue 5/6/14	Fri 5/9/14	
2	**Phase 1 - Master Plan**	**100 days**	**Mon 5/12/14**	**Fri 9/26/14**	
3	Assessment and Evaluation	30 days	Mon 5/12/14	Fri 6/20/14	1
4	Benchmarking	15 days	Mon 5/12/14	Fri 5/30/14	1
5	Gap Analysis	15 days	Mon 6/23/14	Fri 7/11/14	3
6	Alternatives	15 days	Mon 7/14/14	Fri 8/1/14	5
7	Define SCADA Communications Protocols & Methods	15 days	Mon 7/14/14	Fri 8/1/14	5
8	Recommendations, Draft and Final Master Plan	40 days	Mon 8/4/14	Fri 9/26/14	6FS-10 days,7,4
9	**Phase 2 - CDs**	**121 days**	**Mon 5/12/14**	**Mon 10/27/14**	
10	Site Plan Development	28 days	Mon 5/12/14	Wed 6/18/14	1
11	Plans for SCADA Master Plan Improvements	93 days	Thu 6/19/14	Mon 10/27/14	4,10,8SF+20 days
12	Develop Project Technical Specifications	20 days	Tue 9/30/14	Mon 10/27/14	11FF,8
13	**Phase 3 - PM Support and Implementation**	**346 days**	**Tue 10/28/14**	**Tue 2/23/16**	
14	City Approval & Bidding	56 days	Tue 10/28/14	Tue 1/13/15	11,12
15	Construction	200 days	Wed 1/14/15	Tue 10/20/15	14
16	Server and Northside Startup, Commissioning, and Testing	60 days	Wed 6/3/15	Tue 8/25/15	15SS+100 days
17	Final Startup Commissioning and Testing	60 days	Wed 9/23/15	Tue 12/15/15	15FS-20 days
18	Operator Training	80 days	Wed 9/16/15	Tue 1/5/16	16FS+15 days
19	GIS & CMMS Integration	90 days	Wed 10/21/15	Tue 2/23/16	15



Project: SCADA Schedule2.mpp
Date: Fri 3/14/14

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Progress

Page 1

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-2

Santa Clara All-America City 2001

Date: April 8, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of an Electric Service Agreement with Nvidia Corporation for the Purchase of Electricity on a Long-Term Basis in Exchange for Certain Discounted Rates

EXECUTIVE SUMMARY:

Nvidia Corporation is one of the City of Santa Clara Electric Utility's, Silicon Valley Power (SVP), largest customers for the purchase of electricity. The City currently has a contract with Nvidia for the purchase of energy, which expires on April 30, 2014. Nvidia desires to enter into a new long-term agreement for service on and after May 1, 2014. This contract provides for rate discounts commensurate with the type of service to be provided to Nvidia. It also provides for commensurate changes in rates as rates to other SVP customers are changed. In addition, Nvidia agrees to purchase all energy delivered to the locations designated in the contract from SVP. Pursuant to the Public Records Act and pursuant to the Agreement, certain terms of the Agreement must be maintained as confidential. Therefore, while the majority of the Agreement will be maintained as a public record, confidential terms are available for council review in the Office of the City Clerk.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

By entering into this Agreement, SVP will be assured of stable, predictable power sales to this existing customer for an extended time. If the Agreement is not entered into, SVP may lose the opportunity to make future sales of electrical energy to Nvidia.

ECONOMIC/FISCAL IMPACT:

No capital expenditures will result from entering into this contract. Some reduction in revenue will occur from the discounts in return for revenues that will continue to be received from Nvidia for the life of the agreement.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, the Electric Service Agreement with Nvidia Corporation for the purchase of electricity on a long-term basis in exchange for certain discounted rates.

John C. Roukema
Director of Electric Utility

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) ***Electric Service Agreement with Nvidia Corporation***

ELECTRIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
NVIDIA CORPORATION

PREAMBLE

This agreement ("Agreement") is made and entered into on this _____ day of *_____, 2014, ("Effective Date") by and between Nvidia Corporation, a Delaware Corporation, with its principal place of business located at 2701 San Tomas Expressway, ("Customer" or Nvidia"), 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, doing business as Silicon Valley Power ("SVP"). SVP and Customer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The City of Santa Clara owns and operates an electric utility, doing business as Silicon Valley Power, and currently provides electric service to Customer in Santa Clara, California, pursuant to standard rate schedules authorized by the City Council of the City of Santa Clara;

B. Customer's electric service requirements covered by this agreement are those served under SVP's demand-metered rate schedules (or their successors). Customer is one of SVP's very largest customers served under SVP's demand-metered rate schedules;

C. Customer's service conditions are not fully accommodated by SVP's standard demand-metered rate schedules;

D. Customer has represented to SVP its intention to remain a long-term electric customer, and to continue the operations of its current facilities in the City of Santa Clara during the term of this Agreement;

E. Customer wishes to receive discounts to the energy rates it currently pays to SVP as consideration for Customer's long-term commitment;

F. The ability to attract and to retain very large customers benefits all customers because very large customers provide significant contributions to SVP's fixed costs related to investments in generation, transmission and distribution facilities;

G. The cost to serve very large customers is generally lower than for other large customers;

H. SVP desires to retain a stable, predictable customer base and help keep rates low for all customers by entering into long term contracts with its very largest customers;

I. SVP is willing to provide discounts to Customer's electric service accounts in order to retain Customer as an electric customer of SVP, and to provide an incentive for continued

growth of Customer's electrical load in Santa Clara and the resulting benefits to SVP's electric ratepayers of growth of the local economy; and,

J. This agreement will not cause rates charged to Customer or other SVP customers to exceed SVP's reasonable costs of providing electric service.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. INCORPORATION OF PREAMBLE AND RECITALS

The Parties to this Agreement agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Agreement by this reference. The Parties agree that this Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Agreement.

2. DEFINITIONS

Definitions of the terms used in this Agreement are set forth in Exhibit A, attached and incorporated by this reference.

3. TERM OF AGREEMENT

The term of this Agreement is set forth in Exhibit B, attached and incorporated by this reference, and is Confidential Information. After Customer's meters are read at the first regular meter reading following the Effective Date of this Agreement, all terms and provisions of this Agreement shall govern and supersede any and all rates, terms, provisions or contracts previously governing electric service of Customer.

4. SCOPE OF AGREEMENT

This Agreement governs the discount to Customer's electric service charges pursuant to the Applicable Rate as defined in Exhibits A and B hereto, which are attached and incorporated by this reference. Except as otherwise provided in this Agreement and its Exhibits, SVP shall provide electric service to all Accounts within the city limits of the City of Santa Clara, in accordance with SVP's applicable Rate Schedule for electric service (less discounts provided in this Agreement) and Rules and Regulations governing electric utility procedures and Customer practices, as approved by the City Council of the City of Santa Clara from time to time and incorporated by this reference as though set forth in full. This Agreement provides for certain obligations to be undertaken by the Parties, with the intent that SVP will provide Customer with certain discounts on Customer's charges for electric service in consideration of Customer entering into a long term contract with SVP. All of Customer's Accounts in the City of Santa Clara will be subject to the Public Benefits Charge and Independent System Operator charge, and any other federal or state government mandated charges due to restructuring of the electric industry that are generally applicable to SVP's Similar Customers, as such charges are in effect during the term of this Agreement. The Billing Factor used to calculate any state or

federally mandated, non-bypassable charge (in existence now or in the future) that is generally applicable to Similar Customers, is not subject to a discount.

5. BILLING RATE

The Billing Rate is set forth in Exhibit B, which is Confidential Information.

6. NO BYPASS OR SUBSTITUTION

Subject to SVP continuing to supply Customer with electrical service, Customer shall, with respect to all Santa Clara Accounts, take all electric service requirements from SVP. Except as otherwise set forth herein, and except during emergency or outage situations, or for periodic testing of emergency generating equipment, Customer agrees not to generate its own electric power or to purchase or otherwise obtain any portion of its electricity requirement in Santa Clara from any person, firm, or entity other than SVP during the term of this Agreement. Customer further agrees not to substitute any other source of energy for electricity which it currently uses, unless approved by SVP and not inconsistent with the intent of this Agreement; said consent by SVP shall not be unreasonably withheld. If, during the term of this Agreement, changes occur in Customer's operations which require more electricity in Santa Clara, SVP will be the supplier of that electricity. Except as otherwise provided in this paragraph, in no event shall there be any cogeneration, self-generation or electricity wheeled from any other source to be used at any of Customer's locations in Santa Clara. Customer shall not re-sell the electricity sold to it by SVP to any other Party, except that Customer may provide electricity to a sublessee so long as Customer does not charge a profit.

7. CESSATION OF OPERATIONS

In the event that Customer reduces its operations of any facility within the City limits of the City of Santa Clara such that Customer's usage of electricity drops below the threshold set forth in Exhibit B, or otherwise wholly or partially ceases to need electric energy from SVP, then the discounts allowed Customer pursuant to this Agreement shall be reduced as set forth in that Exhibit.

8. RIGHT TO RECEIVE REQUEST FOR PROPOSAL

For the term of this agreement, SVP shall be included on any list of potential bidders for a Request for Proposal ("RFP") issued by Customer's facilities within Santa Clara city limits relating to the purchase of electricity or Energy Services. Customer shall attempt, in good faith, to provide SVP an equal amount of time to respond to any such RFP issued by Customer, as any other entity responding to the RFP.

9. RIGHT OF ACCESS

In addition to and consistent with the rights of access allowed to SVP pursuant to the Rules and Regulations, and subject to SVP signing a reasonable non-disclosure agreement, Customer hereby grants to the City of Santa Clara, its employees, agents and authorized representatives, reasonable accompanied access to the premises of each Account, upon reasonable advance notice, for the purpose of making energy efficiency or

other energy service recommendations, advising Customer on available energy conservation options, and determining compliance with the terms of this Agreement.

10. FORCE MAJEURE

Neither Party shall be considered to be in default in performance of any of its obligations under this Agreement when a failure of performance is due to an Uncontrollable Force. The term "Uncontrollable Force" as used in this Agreement, shall mean any cause beyond the reasonable control of the Party affected, and which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefor. Such Uncontrollable Force includes the failure or threat of failure of facilities, Act of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident. No Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

11. NO CONSEQUENTIAL OR INDIRECT DAMAGES

Neither Party to this Agreement shall be liable to the other Party for indirect or consequential damages.

12. COMPLIANCE WITH UTILITY RULES AND REGULATIONS

All the provisions of the Rules and Regulations governing electric utility procedures and customer practices, as approved by the City Council of the City of Santa Clara from time to time, shall remain in full force and effect and shall apply to the terms and conditions of this Agreement. In the event that the terms of this Agreement conflict with the Rules and Regulations, the provisions of this Agreement shall govern.

13. ASSIGNMENTS AND SUCCESSORS IN INTEREST

SVP and Customer bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the other Party, except that Customer may assign this Agreement to an Affiliate (as defined in Exhibit A) without the consent of SVP; however, said Affiliate will be bound by all obligations hereunder and shall notify SVP of the assignment (and of any change required with

regard to the Notice provisions of this Agreement set forth in Article 18) prior to the end of the first Billing Cycle after assignee has received the assignment.

14. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto and incorporated into this Agreement.

15. INTEGRATED DOCUMENT/TOTALITY OF AGREEMENT

This Agreement, its Exhibits and the City's Rules and Regulations embody the entire agreement between SVP and Customer and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of SVP prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding.

16. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed or deemed 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 hereunder for any cause whatsoever.

17. NOTICES

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

Silicon Valley Power
City of Santa Clara Electric Department
Attn: Director of Electric Utility
1500 Warburton Avenue
Santa Clara, California 95050

And to Customer addressed as follows:

Nvidia Corporation
Attn: General Counsel
2701 San Tomas Expy.
Santa Clara, CA 95050

18. CAPTIONS

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

19. STATUTES AND LAW GOVERNING AGREEMENT

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

20. NON-WAIVER

No waiver by a Party of all or any of its rights with respect to a condition, default or other matter arising in connection with this Agreement shall constitute or be deemed a waiver by such Party as to any subsequent condition, default or other matter.

21. RIGHTS AND REMEDIES

Duties and obligations imposed by the Agreement and rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies imposed by or available at law.

22. ALTERNATIVE DISPUTE RESOLUTION

Customer is bound to exhaust all administrative remedies required by the Rules and Regulations adopted by the City of Santa Clara from time to time, as well as any other administrative remedies required by law. In the event that Customer exhausts all administrative remedies, but continues to dispute items, then, prior to commencing any litigation against the City of Santa Clara or SVP, Customer shall engage in Alternative Dispute Resolution as follows:

A. Any controversies between Customer and SVP 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 that the Superior Court of Santa Clara County 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. Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation, which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

23. CONFIDENTIALITY

A. The Parties to this Agreement agree to maintain as confidential, to the extent permitted by law, that information contained in Exhibit B to this Agreement, as well as any other information exchanged by the Parties and clearly labeled by the Disclosing Party as "Confidential Information."

B. Customer acknowledges that Santa Clara is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. Santa Clara acknowledges that Customer may submit information to Santa Clara that Customer considers Confidential Information, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civil Code

section 3426 et seq.), or otherwise not subject to disclosure pursuant to an exemption to the California Public Records Act (Government Code section 6254 et seq.) Customer acknowledges that Santa Clara may submit to Customer information that Santa Clara considers Confidential Information or proprietary or not subject to disclosure pursuant to an exemption to the California Public Records Act (Government Code section 6254 et seq.). Upon request or demand of any third person or entity not a Party to this Agreement ("Requestor") for production, inspection and/or copying of information contained in Exhibit B hereto or designated by a Disclosing Party as "Confidential Information," the Receiving Party as soon as practical, but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made by telephone call, letter sent via facsimile and/or by United States Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be "Confidential Information" and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

24. OTHER AGREEMENTS

This Agreement shall not prevent SVP or Customer from entering into similar agreements with others that do not conflict with the terms hereof.

25. CONSTRUCTION OF THIS AGREEMENT

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Each Party has been represented by Counsel. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular Party, and that the rule of construction to the effect ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or in the resolution of disputes. This Agreement is to be construed to effectuate the normal and reasonable expectations of a sophisticated buyer of utility services and a sophisticated provider of such services and shall not be construed either for or against either Party.

26. NO PARTNERSHIP

Neither SVP nor Customer is a partner or joint venturer with the other and nothing in this Agreement may be construed to make them partners or joint venturers or impose any liable as such on either of them.

27. ENFORCEABILITY

If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provisions of this Agreement and all other provisions will remain in full force and effect.

The Parties hereby accept the terms and conditions stated herein as evidenced by the following signatures of their duly authorized representatives. Each Party represents that the person signing this Agreement has authority to bind their respective entity. It is the intent of the parties that this Agreement shall become operative as of the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation
doing business as Silicon Valley Power

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

"SVP"

NVIDIA CORPORATION
A DELAWARE CORPORATION

By: John Hankey

Name: John Hankey

Title: Vice President Real Estate

Local Address: 2701 San Tomas ExPresswaY
Santa Clara, CA 95050

Email Address: jhankey@,nvidia.com

Telephone: (408) 307-1989

Fax:

"Customer"

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ELECTRIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
NVIDIA CORPORATION

EXHIBIT A

DEFINITIONS

Accounts means all currently existing or subsequently established Customer electric service accounts served by SVP, whether owned or leased by Customer.

Advanced Metering means the use of electronic equipment to record and communicate actual electric use during the minutes or hours of each day.

Affiliate means any entity that is directly or indirectly owned or controlled by Customer or its ultimate corporate parent company.

Applicable Rate is (1) any rate in the Rate Schedule that is in effect by reason of its adoption by the City Council of the City of Santa Clara, (2) for which Customer qualifies and (3) which has been chosen by Customer.

Billing Cycle means one of twelve (12) monthly scheduled intervals per calendar year, in which electric meters for all Accounts are read, and for which utility bills are subsequently rendered to Customer.

Billing Factor is an amount expressed as (1) a one time charge, (2) a dollar amount, (3) dollars per kilowatt of demand, (4) dollars per kilowatt-hour or (5) a percentage surcharge, that is applied to the appropriate unit of use and is subject to change in accordance with the law.

Billing Rate means the rate set forth in Exhibit B.

Confidential Information means any information contained in Exhibit B hereto, as well as any information which is of a non-public, proprietary or confidential nature belonging to the Disclosing Party, including without limitation, all reports and analyses, meter data, technical and economic data, studies, forecasts, trade secrets, research or business strategies, financial or contractual information, gas or coal reserve information, customer identity, customer credit history, customer utility usage data, customer contacts, address or telephone numbers, negotiated rates, loads, energy requirements, certain sales market information or other written or oral information. Confidential Information may be in any form whatsoever, including without limitation writings, computer programs, logic diagrams, component specifications, drawings or other media.

Only that information disclosed by a Party and clearly designated in writing as "confidential" shall be deemed to be Confidential Information, provided that the following are considered Confidential Information independent of whether they have been designated in writing as such:

meter data, consumption patterns, load forecasts, or any item developed based upon Customer's meter data, Customer bills and billing information. However aggregate utility statistics that are developed based upon Customer's meter data as well as other SVP customer's meter data, are not Confidential Information. Examples of such aggregate utility statistics are summaries of overall sales, utility program results or overall utility load forecasts that do not identify an individual Customer. Verbal information and other information in an intangible form that is intended to be treated as Confidential Information shall be described in writing and identified as "Confidential Information."

Notwithstanding the foregoing, the term "Confidential Information" shall not include (and neither Party shall be under any obligation to maintain in confidence or not use) any information (or any portion thereof) disclosed to it by the other Party to the extent that such information:

A. is in the public domain at the time of disclosure; or

B. at the time of or following disclosure, becomes generally known or available through no act or omission on the part of the Receiving Party; or

C. is known, or becomes known, to the Receiving Party from a source other than the Disclosing Party or its Representatives (as defined herein), provided that disclosure by such source is not in breach of a confidentiality agreement with the Disclosing Party; or

D. is independently developed by the Receiving Party without violating any of its obligations under this Agreement; or

E. is legally required to be disclosed by judicial or other governmental action; provided, however, that prompt notice of such judicial or other governmental action shall have been given to the Disclosing Party and that the Disclosing Party shall be afforded the opportunity (consistent with the terms of this Agreement) to exhaust all reasonable legal remedies to maintain the Confidential Information in confidence, in accordance with this Agreement.

Delivery Point means the point at which Customer's electrical facilities interconnect with SVP's transmission or distribution system, and has the same meaning as "Utility Connection Point" as used in the Rules and Regulations.

Disclosing Party means the Party to whom Confidential Information originally belongs and who (after appropriate notice) shall bear the burden of pursuing legal remedies to retain confidentiality as set forth in the Agreement.

Energy Services means services designed to reduce energy costs through load management or improved energy efficiency. It includes but is not limited to energy retrofits, load profiling software and management, and Advanced Metering.

Independent System Operator Charge means whatever charge is assessed by the Independent System Operator against SVP, currently passed through by SVP in its rates for service as grid management charge, and which SVP in the future passes through to SVP's Similar Customers generally.

Public Benefit Charge means the Public Benefit Charge that is currently assessed pursuant to California Public Utilities Code section 385, and passed through to SVP's Similar Customers generally.

Rate Schedule is the set of rates for electric service adopted by the City Council of the City of Santa Clara from time to time.

Receiving Party means the Party to this Agreement who receives information designated as "Confidential Information" by the Disclosing Party.

Rules and Regulations means those policies governing the operation and service of the City's electric utility known as Silicon Valley Power, and adopted by the City Council of the City of Santa Clara by resolution, from time to time.

Similar Customers means electric energy customers of SVP in Santa Clara with electricity usage characteristics similar to those of Customer. Characteristics evaluated to make this determination may include, without limitation, electricity cost characteristics, load profiles, capacity requirements, energy requirements, and location within SVP's service territory.

Tariff means the (1) Rate Schedule (2) Rules and Regulations and (3) Municipal Fees applicable to the Electric utility, adopted by the City Council of the City of Santa Clara from time to time.

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MB-3

Date: April 14, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Agreement for the Performance of Services with VSS International, Inc. for FY 2013-2014 Various City Streets Surface Reseal Project

EXECUTIVE SUMMARY:

Staff solicited a competitive request for proposals from five companies to provide street surface resealing and thermoplastic striping/marking for the FY 2013-2014 Various City Streets Surface Reseal Project (Project). Thirty three (33) residential streets have been selected to receive slurry seal as part of the Project. On March 20, 2014, four proposals were received, and after these were reviewed for compliance with the terms and conditions of the cover letter to the proposers, VSS International, Inc. was determined to have provided the lowest proposal. The proposals received ranged from $210,073 to $251,003, and the lowest cost proposal is approximately 19% below the Engineer's Estimate of $258,069.

The recommendation includes a request for authorization for the City Manager to execute change orders for up to 10% of the agreement amount that may be required during construction of this Project. A copy of the Agreement has been placed in Council Offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this Agreement would provide street surface resealing and thermoplastic striping/marking of approximately 5.3 miles of City streets. Street surface resealing is the required maintenance that will extend the useful life of the selected asphalt concrete streets. Maintaining a sound and quality roadway system is vital to the City's economy and is an essential convenience to the public.

ECONOMIC/FISCAL IMPACT:

VSS International, Inc.'s cost proposal for street surface reseal services under this Agreement is $210,073. Total project cost, including potential change orders up to an additional 10%, or $21,007, will be for a total amount not to exceed $231,080. Funding for this work is available in the Annual Street Maintenance and Rehabilitation Projects (521-2911-80300-3422). No general fund monies are impacted. The area of work for this Project is existing, so there will be no significant additional operational costs.

RECOMMENDATION:

That the Council:

1) Approve and authorize the City Manager to execute the Agreement for the Performance of Services for FY 2013-2014 Various City Streets Surface Reseal Project with VSS International, Inc., the lowest responsible and responsive proposer, for the amount not to exceed $210,073, and

2) Authorize the City Manager to execute change orders in connection with this Project which, in the aggregate, do not exceed $21,007, or approximately 10% of the Agreement Amount.

Rajeev Batra
Director of Public Works/City Engineer

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Availability of Funds:
521-2911-80300-3422 $231,080

Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Agreement for the Performance of Services with VSS International Inc. for FY 2013-2014 Various City Streets Surface Reseal Project

EBIX Insurance No. S200002996

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND VSS INTERNATIONAL, INC. FOR THE FY 2013-2014 VARIOUS CITY STREETS SURFACE RESEAL 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 VSS International, Inc., a California corporation, with its principal place of business located at 3785 Channel Drive, West Sacramento, CA 95691 ("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 August 31, 2014.

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 "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and

agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

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

City of Santa Clara
Attention: Public Works/Street Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 988-0237

And to Contractor addressed as follows:

Name: VSS International, Inc.
Address: 3785 Channel Drive
West Sacramento, CA 95691
or by facsimile at (916) 373-1438

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.

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond August 31, 2014, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of five hundred dollars ($500) per day in liquidated damages for each and every calendar day such delay in completion of said Services continues beyond August 31, 2014. Contractor is also directed to Exhibit A, 1.C.4 regarding liquidated damages for not sweeping, and Exhibit A, 1.D.4 regarding liquidated damages for delays in applying permanent markings.

These measures of liquidated damages shall apply cumulatively and shall be presumed to be, except as provided herein, the damages suffered by City resulting from the delay in completion of the Work. In the event that said liquidated damages are not paid, Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

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.

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.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

VSS INTERNATIONAL, INC.
a California corporation

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Jeff Roberts
Title: Chief Operations Officer
Local Address: 3785 Channel Drive
West Sacramento, CA 95691
Email Address: JEFF.ROBERTS@SLURRY.COM
Telephone: (916) 373-1500
Fax: (916) 373-1438

"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 VSS INTERNATIONAL, INC. FOR THE FY 2013-2014 VARIOUS CITY STREETS SURFACE RESEAL PROJECT

EXHIBIT A

SCOPE OF SERVICES

1. SCOPE OF WORK.

The Work under this Agreement is maintenance-type work and consists, in general, of surface sealing various City streets by the application of slurry seal. The Project is located at various streets in the City of Santa Clara. The Street List attached to this Exhibit A identifies the streets covered by this Project and show the approximate quantities of work to be performed on each street. Sheet M1 'Project Locations Map' attached to this Exhibit A shows the locations of the streets to receive slurry seal. Sheets S1 thru S15 attached to this Exhibit A define the limits of work one each street to receive slurry seal. Sheets T1 thru T21 attached to this Exhibit A define the type and length of thermoplastic pavement striping, markings and markers that are required for each street. Precise limits of work on each street shall be as directed and field-marked by the Engineer.

Prior to the execution of this Agreement, the street segments that will receive slurry seal shall have been crack filled. Failure areas will have been removed and replaced by City forces and/or other contractors. Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, notification of residents, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, applicable taxes to complete the slurry seal application, and related thermoplastic striping installation.

Contractor shall complete the following work before August 31, 2014, and shall attend a required pre-construction meeting. The Work shall conform to the applicable provisions of the latest edition of State of California, Department of Transportation, Standard Specifications, (Standard Specifications), Standard Plans (Standard Plans) and the requirements of the Contract Documents.

A. MOBILIZATION (Item #1 in Exhibit B):

1. SCOPE:

Mobilization shall consist of preparatory work and operations, including, but not limited to, equipment shipping and delivery, equipment setup, materials shipping and delivery, those necessary for the movement of personnel, equipment, supplies, utility coordination and permitting, site

restoration and demobilization, and incidentals to the project sites; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to and during work on the various contract items on the project site.

The Contractor is responsible for locating and securely covering manholes, monuments, valve boxes, catch basin grates, as well as subsequent locating and cleaning of covers or appurtenances to sewer and utility facilities, monuments, and all other services necessary for the slurry seal application.

All existing raised pavement markers, traffic stripes and pavement markings (thermoplastic, paint, vinyl, etc.) shall be removed completely by the Contractor prior to placing slurry seal. Stripes and markings are to be removed and neatly swept up immediately preceding the application of asphaltic emulsion or slurry.

Existing concrete bus duckouts and traffic loop detectors must be protected in place. Payment for preserving utilities and for removing existing raised pavement markers, traffic stripes and pavement markings is considered incidental to this bid item and no additional payment will be made.

2. MEASUREMENT AND PAYMENT:

Mobilization shall be paid on a lump-sum basis. The contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization as specified herein.

Payment for mobilization shall be in accordance with Section 9-1.16D, Mobilization, of the Standard Specifications. In no event shall the compensation for this bid item exceed 10 percent of the bid schedule for Item No. 2 through Item No. 5.

B. <u>CONSTRUCTION AREA SIGNS & TRAFFIC CONTROL</u> (Item #2 in Exhibit B):

1. SCOPE:

The City restricts routing of construction traffic and construction vehicles and equipment parking. The Contractor's attention is directed to Section 7-1.03, Public Convenience, Section 7-1.04, Public Safety, and Section 12: Temporary Traffic Control, of the Standard Specifications. The Contractor shall furnish and install construction area signs, and remove these when no longer required. The Contractor shall also supply and install all traffic control devices (including all warning, regulatory, and guide signs) required for the Project. The City will not furnish signs or any other traffic control devices for the Project.

All traffic control devices shall conform to the latest Manual On Uniform Traffic Control Devices (California MUTCD) issued by State of California, Department of Transportation.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, Public Safety, of the Standard Specifications.

2. CONSTRUCTION AREA SIGNS:

Advance construction warning signs shall be placed on all streets leading into the construction area before any construction is started.

Speed limit advisories may be placed along the main traffic lanes.

When detours or changes in traffic lanes are required, directional signs shall be placed at each end and along the roads.

Warning signs, caution signs, and end construction signs, shall be placed at each end of the work and along the route when conditions warrant their use.

The Contractor is responsible for proper placement and maintenance of all signs and barricades. Any additional signs, barricades, lights, etc., that may be required by the Engineer to ensure public safety shall be installed and maintained by the Contractor.

The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the work during construction. Such signs are shown in or referred to in the California MUTCD.

Since the Work is anticipated to be completed in a very short period of time and within specific locations, only temporary signage on weighted barricades and post bases are required for stationary signs. No excavation for signage shall be required.

3. TRAFFIC CONTROL AND DETOUR PLAN:

Prior to start of Work, the Contractor shall submit for review and approval its Traffic Control and Detour Plan to the City of Santa Clara. Submit said plan a minimum of two (2) full working days prior to the pre-construction meeting. The plan shall include (where necessary) lane closures, detours, no parking areas, signing program for construction, access to private property and business establishments, pedestrian traffic, railroad crossings, transit routes, loading areas, the proposed routing of the construction vehicles, hours required for access and the safe guards and procedures necessary to carry out the Work, as well as where Contractor plans to park construction vehicles and equipment, and other matters which might be important to the safe movement of traffic. The plan shall also indicate

placement and type of warning signs, lights, devices, flag persons; and have a schedule for implementation.

The plan shall be in a minimum 11" x 17" CAD format. Provide four (4) copies after approval.

4. TRAFFIC CONTROL:

It is imperative that field traffic control be handled in such a manner as to adequately and safely direct all traffic movements in the Project area. The Contractor shall not be allowed to proceed with construction at any time that, in the opinion of the Engineer, traffic control is inadequate to meet the field conditions. Traffic control measures, in addition to those indicated on the approved traffic control plans, may be required as field conditions dictate.

In order to minimize the impact on local merchants, and residents, driveways shall not be blocked for any long periods of time. The Contractor shall maintain access to all driveways before and after road material is placed. The Contractor shall limit the time between the preparation, placing and curing time of the slurry material and cleanup so that vehicles may return the roadway to use.

Areas to be posted with "No Parking" signs must be verified as correct by the City Police Department. Signs must be verified by the Police Department and posted a minimum of forty-eight (48) hours prior to the start of construction in each area requiring parking restrictions. "No Parking" signs shall be placed at 50-foot maximum intervals or as directed by the City Police Department. The City Police Department's verification number is (408) 615-4760. A limited number of temporary "No Parking" signs may, at the sole discretion of the Engineer, be furnished to the Contractor by the City.

The Contractor shall notify City of Santa Clara Police Department Communications at 408-615-5570 and Valley Transportation Authority at 408-321-5555 of any work approved by the City requiring a lane closure or detour or impacting bus stops at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall follow City requirements relative to keeping the working area clear of parked vehicles.

The Contractor shall conduct his operations as to cause the least possible obstruction and inconvenience to both vehicular and pedestrian traffic.

The Contractor shall provide a minimum of four flaggers on the job at all times unless Engineer authorizes the use of less in special circumstances.

During traffic striping operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled using lane closures.

5. SPECIFIC CITY TRAFFIC ROUTING AND PARKING RESTRICTIONS:

Below are specific City traffic and parking restrictions:

a. Construction Traffic and Vehicles:
All inbound and outbound construction related traffic to and from the Site is restricted to public street(s) immediately adjacent to the Site.

b. Construction Parking:
Construction vehicles and equipment parking is restricted to areas within the Site and other areas as determined by the City. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

c. Alternative Parking:
The Contractor can negotiate with any other entity to accommodate parking by its workers. However, the City does not make any guarantee that such parking is available to the Contractor.

6. STREET LANE AND SIDEWALK CLOSURES:

Below are specific lane and sidewalk closure requirements and restrictions which shall apply unless specifically modified by an approved Traffic Control Plan. Said Plan may be reviewed or modified by the Engineer at any time when, in the opinion of the Engineer, changes are necessary to provide for the safety, health, welfare, or convenience of the public.

a. Street Lane Closures:
Contractor shall provide continuous pedestrian traffic access. All traffic lanes shall remain open between the hours of 6:00-9:00 a.m. and 3:30-7:00 p.m. Lanes may individually be closed between 9:00 a.m. and 3:30 p.m. Maintain two-way traffic (one lane for each direction or movement) at all times in a condition satisfactory to the Engineer. The full width of the traveled way shall be open for use by public traffic beginning at 3:00 p.m. Fridays, and all day on Saturdays, Sundays, designated City holidays, and when construction operation are not actively in progress on work days.

Residents along the road or street shall be provided passage. Convenient access to driveways, houses, and buildings along the road or street shall be maintained. Temporary crossings shall be provided and maintained in good condition.

The blocking of industrial, commercial, or institutional driveways shall not be allowed. Access shall be provided to permit the

movement of vehicles to and from the grounds of such establishments. Contractor shall provide vehicular access to all other types of driveways at all times except during actual construction. Actual construction times, however, shall be limited to the hours of 8:00 a.m. and 5:00 p.m. on authorized work days.

b. Sidewalk Closures:
Contractor must comply with all City regulations before closing sidewalks.

1. 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 Engineer.

2. 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.

3. Contractor shall provide sufficient signage, indicating by way of arrows & text, pedestrian route closures, and new pathways and detours required for alternate pedestrian routes around the construction. Alternate pedestrian routes, final sign configuration, the exact wording of the base sign & all mounting locations shall be approved by the City.

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 & related signage must comply with City traffic regulations. Contact the City Traffic Engineer at (408) 615-3000 for more information regarding traffic regulations and requirements.

The Contractor shall observe all posted traffic signage on and in adjacent neighborhoods.

The Contractor shall not be relieved from responsibility for public safety by City's direction, lack of same, or approval of the Traffic Control and Detour Plan with respect to signs, lights, and/or protective devices.

7. MEASUREMENT AND PAYMENT:

The contract lump sum price paid for Construction Area Signs & Traffic Control shall include full compensation for furnishing all labor, materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as specified in the Standard Specifications, these provisions and as directed by the Engineer.

C. TYPE II SLURRY SEAL: (Items #3 in Exhibit B):

1. SCOPE:

The work shall consist of furnishing asphaltic emulsion, aggregate, mineral filler and water, properly proportioned, mixed and spread on a surfacing or pavement where shown on the plans, as specified in these provisions and as directed by the Engineer.

This work shall conform to Section 37-3, Slurry Seal and Micro-Surfacing, and Section 94, Asphaltic Emulsions, of the Standard Specifications, with the exceptions noted in these provisions.

2. MATERIALS:

Material certificates for the slurry seal will be required a minimum of seven days prior to use.

a. Aggregate:
Aggregate shall be Type II, 100% crushed with no rounded particles, and shall conform to the requirements of Section 37-3.02A, General, and Section 37-3.02B, Slurry Seal.

b. Asphaltic Emulsion:
Emulsion shall be polymer modified asphaltic emulsion Grade PMCQS1h cationic, homogeneous, and show no separation after thorough mixing. Emulsified asphalt shall break and set on the aggregate within five (5) minutes and be ready for cross-traffic within five to thirty minutes. The asphalt emulsion shall conform to the values of the properties shown in the table in Section 37-3.02B(3)(b), Polymer Modified Asphaltic Emulsion.

c. Mineral Filler:
The mineral filler shall be either Portland Cement or other approved mineral fillers, if required. Portland Cement (if used) shall be commercially available Type I-II and free of lumps and clods.

d. Water:

The use of potable water for mixing and application of the slurry seal is approved. The use of the City potable water supply for other construction purposes may be restricted and subject to City Water Department's approval. Temporary water meters shall be required for all water drawn from the City water system. Temporary water meters can be obtained by contacting the City Water Department at (408) 615-2000. All charges for the use of potable water shall be considered incidental to the project, and no additional compensation shall be allowed.

e. Mix Design:
Prior to starting work, the Contractor shall have a mix design prepared by a laboratory approved by the City. The Contractor shall furnish all test results (with written permission to release all test results) relative to the project directly to the City of Santa Clara, Street Department, at 1700 Walsh Avenue. Any deviations from the specified requirements must be specifically noted.

In addition to the tests called for in the Standard Specifications, preliminary tests of the slurry and samples of the slurry taken at the time of placement shall have a wet track abrasion test value of 50 grams per square foot or less. Trucks shall be field calibrated during the first day's operation. Demonstration or calibration area will be determined by the Engineer.

f. Mixing, Spreading, and Application:
The slurry seal shall be mixed in a continuous pugmill mixer. Rotating drum truck mixers shall not be used.

The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method to introduce a pre-determined amount of mineral filler into the mixer at the same time and location that the aggregate is fed.

The type and amount of mineral filler, as well as the final total mix design, shall be approved by the Engineer. The final mix design shall result in a mix that will set and can be opened to traffic in approximately four (4) hours from the time it is placed.

Immediately preceding the slurry seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on the pavement that would allow the entry of the slurry, including all closed manhole covers, water and gas valve box covers, monument boxes, etc. All covered grates and manholes shall be uncovered by the Contractor prior to opening of area to traffic. All other appurtenances shall be broken loose by Contractor after the slurry application.

Special care shall be taken to clean the pavement before the slurry

seal application. Power sweepers shall be required. Contractor shall provide whatever flushing, compressed air, or other cleaning methods are necessary to remove all dirt and loose material from the pavement.

The surface shall be fogged with water directly preceding the spreader. The slurry mixture shall be of the desired consistency when deposited on the surface. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate shall be permitted. If coarse aggregate settles to the bottom of the mix, the slurry shall be removed from the pavement. No excessive breaking of the emulsion shall be allowed in the spreader box. No streaks such as caused by oversize aggregate shall be left in the finished pavement.

The Type II slurry seal shall be placed at a rate to produce fifteen (15) pounds of aggregate per square yard. Application rates shall not vary by more than 10% maximum.

The entire pavement, including the area around curb returns, shall be covered from lip of gutter to lip of gutter. All termination lines are to be straight and neat.

Only one mixing machine shall be allowed to operate at any one time during the course of this project, unless specific written approval is given to the Contractor by the Engineer.

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. Burlap drags shall be used. Approved squeegees shall be used to spread slurry in non-accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from hand work. Any concrete covered by slurry will require cleaning prior to acceptance of work.

The contractor shall finish roll all slurry seal surface with pneumatic tired rollers prior to opening of the street to traffic. The entire surface shall be given one complete coverage roll, which shall begin as soon as possible after the setting and curing of the slurry seal. The Contractor shall post "Construction Zone - 25 MPH" speed limit signs to control speeds as necessary.

3. TEMPORARY PAVEMENT MARKERS:

Placement and subsequent maintenance of temporary pavement markings is the responsibility of the Contractor and are required on all streets requiring thermoplastic material installation. Temporary pavement

markings for lane lines and all other permanent marking locations shall be the flexible 'P' marker type with adhesive strip. Temporary pavement markings are to be new and in manufacturer sealed containers prior to being allowed for use.

Placement of temporary pavement markers is to occur prior to opening a road to normal traffic or at the end of a work shift. Subsequent maintenance of temporary pavement markings is the responsibility of the Contractor.

Contractor is responsible for the temporary marking of all crosswalks, stop bars and turning arrows prior to opening road to normal traffic. Chalk based paint is acceptable.

Removal of temporary pavement markers shall be the responsibility of the Contractor and is not to occur until immediately before the application of the thermoplastic materials. Coordination with placement of permanent markings is required.

4. SWEEPING:

Initial sweeping of loose aggregate shall begin a minimum of one (1) hour after pneumatic rolling of applied slurry and a second time within 24 hours of slurry application. All sweepings shall be from face-of-curb to face-of-curb. In addition, sidewalks, drive approaches and median islands are to swept within 24 hours of slurry application and kept swept as directed by the Engineer. Care shall be taken to avoid the dislodging of aggregates set in the binder. Excessive sweeping will not be allowed.

All excess screenings shall be removed from the roadway prior to allowing traffic on the roadway. The Contractor shall insure that all loose screenings are removed from the roadway surface, curb, gutter, driveways, sidewalks and abutting adjacent areas by the end of each workday.

On the first and second days after application of slurry, the Contractor shall sweep all recently slurry sealed streets and adjacent areas with a self-propelled vacuum or regenerative air sweeper equipped with an operational spray bar.

Any additional sweepings required to remove excess material shall be performed as directed by the Engineer.

<u>By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of five hundred dollars ($500) per day, for each slurry sealed area that is un-swept within one (1) hour of pneumatic rolling.</u>

<u>By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of five hundred dollars ($500) per day, for each slurry sealed area that does not receive a</u>

follow up sweeping within twenty four (24) hours of pneumatic rolling.

5. WEATHER LIMITATIONS:

The slurry seal shall not be applied when either atmospheric or pavement temperature is 55 degrees Fahrenheit and falling but may be applied when either the atmospheric or pavement is 45 degrees Fahrenheit and rising. The slurry seal shall not be applied during periods of abnormally high relative humidity.

6. MEASUREMENT AND PAYMENT:

Slurry seal shall be measured and paid per actual square yard of surface sealed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, sweeping and incidentals, and for doing all the work involved in constructing the slurry seal, complete in-place, including the removal of raised pavement markings and thermoplastic/other markings and any and all additional work described in these project specifications and plans.

D. THERMOPLASTIC PAVEMENT STRIPING & MARKINGS (Item #4 in Exhibit B)

1. SCOPE:

This work shall consist of applying thermoplastic traffic stripes and pavement markings where shown on the plans, as specified in these provisions and as directed by the Engineer.

This work shall conform to the applicable provisions of Section 84: Traffic Stripes and Pavement Markings of the Standard Specifications, Standard Plans, California MUTCD, and the Contract Documents.

In the event of apparent conflicts between the Standard Specifications, the Standard Plans, the Standard Details, and the Contract Documents, those requirements as determined by the Engineer which gives the greatest protection to the City or result in the best installation shall govern.

All traffic stripes and pavement markings on existing surfacing shall be removed by grinding prior to placement of slurry seal.

2. THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS:

a. Materials:
Spreadable thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in Standard Specification PTH-02ALKYD. Sprayable thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in Standard Specification PTH-02SPRAY.

Glass beads shall conform to the State Specification No. 8010-004 (Type II).

b. Application:
Thermoplastic pavement markings and traffic stripes for traffic lanes shall be applied at a minimum thickness of 2.0 mm and minimum application rate of 0.4 kg/m, based on a solid stripe of 100 mm width. Thermoplastic traffic stripes and pavement markings for bicycle facilities and shoulder stripes shall be spray-applied and shall be applied at a minimum thickness of 1.0 millimeter and a minimum rate of 0.2 kg/m, based on a solid stripe of 100 mm width.

Thermoplastic material shall be applied to the pavement at a temperature between 177°C and 205°C, unless a different temperature is recommended by the manufacturer.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

3. PREFORMED THERMOPLASTIC PAVEMENT MARKINGS:

Preformed pavement markings must be a resilient white or yellow thermoplastic product with uniformly distributed glass beads throughout the entire cross sectional area. The markings must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, antifreeze, etc. Lines, legends and symbols are capable of being affixed to bituminous and/or portland cement concrete pavements by the use of the normal heat of a propane torch.

The markings must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that is capable of fusing with itself and previously applied thermoplastic when heated with the torch.

The markings shall not have minimum ambient and road temperature requirements for application, storage, or handling.

a. Material
The markings must be composed of an ester modified rosin resistant to degradation by motor fluids, lubricants etc. in conjunction with aggregates, pigments, binders and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the California MUTCD for Streets and Highways. The thermoplastic material should conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state.

1. Graded Glass Beads
The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be conforming to AASHTO designation M247, with minimum 80% true spheres and minimum refractive index of 1.50.

The material must have factory applied coated surface beads in addition to the intermixed beads a rate of 1 lb. (± 10%) per 10 sq. ft. These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Size Gradation		Retained, %	Passing, %
US Mesh	µm		
12	1700	0-2%	98-100%
14	1400	0-3.5%	96.5-100%
16	1180	2-25%	75-98%
18	1000	28-63%	37-72%
20	850	63-72%	28-37%
30	600	67-77%	23-33%
50	300	89-95%	5-11%
80	200	97-100%	0-3%

2. Pigments
   2.1. White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

   2.2. Red, Blue, and Yellow: The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigments must be organic and must be heavy-metal free.

   2.3. Other Colors: The pigments must be heavy-metal free.

3. Heating indicators: The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bean embedment has been achieved and a post-application visual cue that the installation procedures have been followed.

4. Skid Resistance: The surface, with properly applied and

embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E 303.

5. Thickness: The material must be supplied at a minimum thickness of 90 mils (2.29 mm).

6. Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

7. Retro-reflectivity: The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of sufficient nighttime retro-reflection when tested in accordance to ASTM E 1710. The applied material must have an initial minimum intensity reading of 500 mcd•m-2•lx-1 for white and 300 mcd•m-2•lx-1 for yellow.

b. Application

1. Asphalt: The materials shall be applied using the propane torch method recommended by the manufacturer or a City-approved infrared heater. The material must be able to be applied without minimum requirements for ambient and road temperatures and without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions in English and Spanish with each box/package.

2. Portland Cement Concrete: The same application procedure shall be used as described under Section 2.1. However, a compatible primer sealer shall be applied before application to assure proper adhesion.

c. Preformed pavement markings in bicycle lanes and paths
The thermoplastic material in preformed pavement markings for use in bicycle lanes and paths should conform to AASHTO designation M249-79 (98), with the exception of the relevant differences due to the material being supplied in a preformed state.

1. Graded Glass Beads
The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be

less than 1.50.

The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of ½ lb. (± 20%) per 11 sq. ft. The surface beads and abrasives must be applied so that every other shaped portion contains glass beads or abrasives with minimum hardness of 7 (Mohs scale). These factory-applied coated surface beads shall have the following specification:

1) Minimum 80% rounds
2) Minimum refractive index of 1.5
3) Minimum SiO2 Content of 70%
4) Maximum iron content of 0.1%

Size Gradation		Retained, %	Passing, %
US Mesh	µm		
12	1700	0-2%	98-100%
14	1400	0-6%	94-100%
16	1180	1-21%	79-99%
18	1000	28-62%	38-72%
20	850	62-71%	29-38%
30	600	67-77%	23-33%
50	300	86-95%	5-14%
80	200	97-100%	0-3%

2. Skid Resistance: The surface of the preformed retro-reflective marking materials, wherein every other shaped portion contains glass beads or abrasives with a minimum hardness of 7 (Moh's scale), shall upon application provide a minimum skid resistance value of 60 BPN when tested according to ASTM: E 303.

3. Thickness: The material must be supplied at a minimum thickness of 90 mils (2.29 mm).

4. Retro-reflectivity: The preformed retro-reflective marking materials upon application shall exhibit adequate and uniform nighttime retro-reflectivity. The marking materials shall have the following retro-reflectivity:

   White preformed reflective marking materials – minimum of 275 mcd•m-2•lx-1.

5. Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

6. Abrasives: The material must have factory applied surface abrasives, wherein every other shaped portion contains glass beads, or abrasives with a minimum hardness of 7 (Mohs scale).

4. APPLICATION

A minimum of 5 days curing period for slurry-sealed streets is required prior to application of thermoplastic material. Newly placed markings shall be protected from damage by public traffic or any other causes until the striping product is thoroughly cured and/or cooled.

The Contractor is required to coordinate the thermoplastic application and pavement marker installation schedule with the City Traffic Foreman, Jim Goss, at (408) 615-3030. The Contractor shall arrange for a member of the City Traffic Field Crew to be present at all times during the thermoplastic application and pavement marker installation.

Locations indicated to receive thermoplastic traffic stripes and pavement markings shall be pre-marked by the Contractor per the striping plans. Prior to placement of striping materials, the City Traffic Foreman will confirm pre-marking. The Contractor shall coordinate all efforts to insure that the striping installation conforms to the Contract Documents. Chip seal markers, if required for temporary delineation, shall be provided by the Contractor.

Attention is directed to the section "CONSTRUCTION AREA SIGNS & TRAFFIC CONTROL" of these provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

Where new striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Drips, overspray, improper markings and paint and thermoplastic material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer. All this removal work shall be at the Contractor's expense.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or any other causes until the thermoplastic material is thoroughly set or the paint is thoroughly dry.

Potential delays due to paving operation problems are the Contractor's and (if applicable) striping subcontractor's responsibility. Any costs related to coordination problems are considered incidental and shall not be a justification for extra work reimbursements.

By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of five hundred dollars ($500) per day, for each slurry sealed area that remains without permanent markings beyond three calendar weeks from the date the slurry is applied.

5. MEASUREMENT AND PAYMENT

For purposes of measurement and payment, a traffic stripe is defined as a solid line, a broken line, or a combination of solid and/or broken lines that comprise the typical details of traffic lines on pages A20A thru A20D of the Standard Plans. Thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes. As an example, a Detail 9 traffic stripe, which consists of a broken 4-inch wide white stripe, will be measured without deductions for gaps. Also, a Detail 22 traffic stripe, which consists of two solid 4-inch wide yellow stripes, will be measured as one traffic stripe. Furthermore, a Detail 32 traffic stripe, which consists of two solid and two broken 4-inch wide yellow stripes, will be measured as one traffic stripe. Pavement markings will be measured by the square foot for each marking.

The contract prices paid per linear foot for traffic stripes and by square foot for pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes and pavement markings (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) complete in place, including establishing alignment for stripes, layout work and placement and maintenance of temporary pavement markings, as shown on the plans, as specified in the Standard Specifications and these provisions, and as directed by the Engineer.

E. RAISED RETRO-REFLECTIVE PAVEMENT MARKERS (Item #5 in Exhibit B)

1. SCOPE:

This item shall consist of furnishing and placing raised retro-reflective pavement markers in accordance with the provisions in Section 85: Pavement Markers of the Standard Specifications, these provisions and as directed by the Engineer.

Raised retro-reflective pavement markers shall be placed in conjunction with the pavement striping as indicated in the Standard Plans.

Raised retro-reflective pavement markers shall also be placed to mark fire hydrant locations.

Raised retro-reflective markers are to be placed immediately upon completion of the thermoplastic striping material process.

2. MATERIALS:

Raised pavement markers shall be retro-reflective and shall be 3M type 290 series or approved equal and marked as abrasion resistant on the body of the markers.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-3.05E, Certificates of Compliance, of the Standard Specifications.

3. MEASUREMENT AND PAYMENT:

The quantity of pavement markers will be measured as units determined from actual count in place.

The contract unit prices paid for raised pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing pavement markers, complete in place, including adhesives, and establishing alignment for pavement markers, as shown on the plans, as specified in the Standard Specifications and these provisions, and as directed by the Engineer.

2. QUANTITY ALTERATION.

The City reserves the right to increase, decrease or omit any item or portion of the work, up to twenty-five (25%) percent of the contract quantities' value with no change in unit proposal price, in order to remain within budget limitations.

Quantities stated in the Bid Schedule are approximate only. The quantities 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 apply.

3. HOURS OF WORK.

In general, the preparation and application of slurry materials shall not begin prior to 7:30 A.M. No placement of surface seal shall be allowed after 3:00 p.m. on any street. All streets shall be open to traffic no later than 5:00 p.m. unless authorized by the Engineer.

Weekend work, if requested by the Contractor in writing, will be considered by the Engineer. Approval of weekend work will be no additional cost to the City.

4. CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement and all exhibits; drawings details, attachments and specifications; the General Information to Bidders; Contractor's Bid; all change orders for the Project; all bonds, insurance certificates and policies required by this Contract; and any other writing required by this Contract. Contract Documents are complementary; what is called for by one is as binding as if called for by all.

5. AWARD OF CONTRACT.

City will make the Award of Contract by issuing a Notice to Proceed. However, as a condition to City signing the Contract, Contractor shall, within ten (10) days of receipt of the Notice to Proceed, deliver to City the executed Agreement, forms, bonds and insurance documents required by the Contract in the required amounts.

6. BONDS.

Within 10 days of receipt of the Notice of Proceed, Contractor shall file with City the following bonds:

A. CONSTRUCTION PERFORMANCE BOND:

Corporate surety bond, in the form attached hereto as Exhibit F - 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. CONSTRUCTION, LABOR AND MATERIALS BOND:

Corporate surety bond, in the form attached hereto as Exhibit G - 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 the performance of the Contract Documents.

All Sureties must be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids shall be executed by an admitted surety insurer, duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of "A- VI" or better.

7. DRAWINGS AND SPECIFICATIONS.

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.

8. 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

immediately 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. 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 this Contract.

9. STANDARDS TO APPLY WHERE SPECIFICATIONS ARE NOT FURNISHED.

Contractor shall adhere to the following standards in the following order: (1) City specifications and requirements; (2) Caltrans specifications for roads and road construction. If neither the City's nor Caltrans' standards are applicable, 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 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 within 10 (ten) working days prior to furnishing such materials or performing such Work.

10. DEVIATION FROM SPECIFICATIONS AND DRAWINGS.

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.

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.

11. INSPECTION OF WORK.

A. WORK SUBJECT TO INSPECTION:

All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and

manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by City, its agents, representatives or independent contractors retained by City to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

B. NOTICE OF INSPECTION:

Contractor shall give City timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

C. RESPONSIBILITY FOR INSPECTION:

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.

D. COVERED WORK:

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. 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.

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.

E. NO WAIVER OF INSPECTION:

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 Amendment signed by City, to perform Work in conformance with the Contract Documents.

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.

12. CORRECTION OF DEFECTIVE WORK.

A. REPLACEMENT OF DEFECTIVE WORK:

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

B. CORRECTION OR REMOVAL OF DEFECTIVE WORK:

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. An Amendment 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 this Contract. City's rights under this paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

C. CORRECTION PERIOD:

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

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:

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, an Amendment 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. If City accepts any Defective Work after final payment, Contractor shall pay to City, an appropriate amount as determined by City.

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 this Contract; 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. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by City in exercising such rights and remedies. An amendment 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 herein.

E. RIGHTS UPON INSPECTION OR CORRECTION:

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 an Amendment cannot be agreed upon.

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 therefore. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless City agrees otherwise in writing.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. PROSECUTION AND PROGRESS OF THE WORK.

A. COST DATA:

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.

B. DAILY REPORTS:

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.

C. CITY'S RIGHT TO AUDIT:

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. City and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Contract at any time during the Project and for a period of five years following final acceptance. 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.

Upon completion of the Work, Contractor shall deliver to City, the Project Record Documents, samples and shop drawings and as-built drawings.

20. MODIFICATIONS OF CONTRACT DOCUMENTS.

No modification or deviation from the Contract Documents, drawings and specifications will be permitted except by a written amendment hereto. Amendments 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 amendment limits and procedures in effect at the applicable time.

21. WORKING CONDITIONS.

A. USE OF SITE SANITARY RULES:

All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to City's approval.

B. STORAGE:

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.

C. NO ACCUMULATION OF WASTE OR DEBRIS:

During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting

from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by City at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

D. PROTECTION OF STRUCTURES AND PAVEMENT:

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.

22. PROTECTION OF WORK, PERSONS, PROPERTY AND OPERATIONS.

A. SAFETY:

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by City, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to City's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by City in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any existing City facilities or operations.

B. COMPLIANCE AND UNDERGROUND FACILITIES:

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.

C. RESPONSIBILITY FOR DAMAGE:

Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to herein, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or

anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and final acceptance of the Work. City and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

D. DESIGNATION OF SAFETY REPRESENTATIVE:

Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. PAYMENT WITHHOLDING:

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.

23. RESPONSIBILITY FOR SAFETY AND HEALTH.

A. HEALTH AND SAFETY:

Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City's safety regulations as amended from time to time. Contractor shall comply with all City directions regarding protective clothing and gear.

B. NOTICE OF HAZARDOUS CONDITIONS:

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.

C. SAFE ACCESS:

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.

24. 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, an Amendment will be issued to document the consequences of such action.

25. 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.

26. CONTRACTOR SHALL OBTAIN A VALID CITY BUSINESS LICENSE.

Contractor shall obtain and maintain a valid business license in the City of Santa Clara.

27. RESIDENT AND BUSINESS NOTIFICATION.

The Contractor shall notify, by circular, business establishments and residences located on streets that are to be seal coated. This shall be done a minimum of forty-eight (48) hours and not more than ninety-six (96) hours in advance of starting work on those streets. The circulars shall be furnished by the City and be "door hanger" style. The distribution of circulars is considered incidental and is not a pay item.

28. TOW-AWAY PROCEDURE.

Contractor shall post all streets to be surface sealed with "NO PARKING TOW-AWAY" signs at least 48 hours prior to the start of sealing in each area requiring parking restrictions. Areas to be posted with "NO PARKING TOW-AWAY" signs must be verified as correct by the Santa Clara Police Department, (408) 615-4760. Barricade spacing shall be maximum of 50 feet. Signs shall be maintained in the interval between posting and the actual tow-away.

Tow-away signs shall be placed in a manner conforming to the applicable ordinances. The tow-away signs shall indicate the date, time (civilian time), hours, and day of the week of the parking prohibition. Signs shall not be nailed or stapled to street trees, sign posts, or mail boxes. Posting shall be on street barricades only. Temporary "NO PARKING TOW-AWAY" signs to be posted shall be provided by the City.

29. CONFLICTS WITH SOLID WASTE COLLECTION SERVICES.

Contractor shall coordinate the project schedule with the refuse collection schedule. Garbage and rubbish are collected by MISSION TRAIL GARBAGE COMPANY, (408) 727-5365. Recycling is collected on the same day that rubbish and garbage is collected, but by RECOLOGY SANTA CLARA, (408) 970-5100. The Contractor shall make every effort to schedule the slurry application so as to least disrupt the three refuse collections. Any conflicts in the scheduling shall be noted and resolved by all respective parties before any work can commence.

30. WATER CONSERVATION PLAN.

The City Council of the City of Santa Clara approved and adopted Water Use Prohibitions and Restrictions on April 13, 1993, which restrict the manner in which water is utilized. The followings are the restrictions that apply to these construction operations:

Cleaning of streets, sidewalks, driveways, parking lots or other paved or hard-surfaced areas, or washing of vehicles or other construction equipment is prohibited unless hoses are fitted with an operating, automatic shutoff valve. When using water trucks or sweepers, Contractor shall utilize recycled or reclaimed water unless not reasonably available.

Water waste due to broken or defective plumbing, fire systems, irrigation systems, or appurtenances thereto is prohibited.

The purpose of the policy is to minimize the use and especially the waste of potable water to the greatest extent possible. To this end, contractors are required to adhere to the above restrictions and are encouraged to use reclaimed water whenever possible.

Note that substantial fines shall be issued for any violation of these prohibitions.

Conformance with all provision of the Water Conservation Plan shall be considered incidental to the project, and no additional compensation shall be allowed.

31. NONPOINT SOURCE POLLUTION CONTROL.

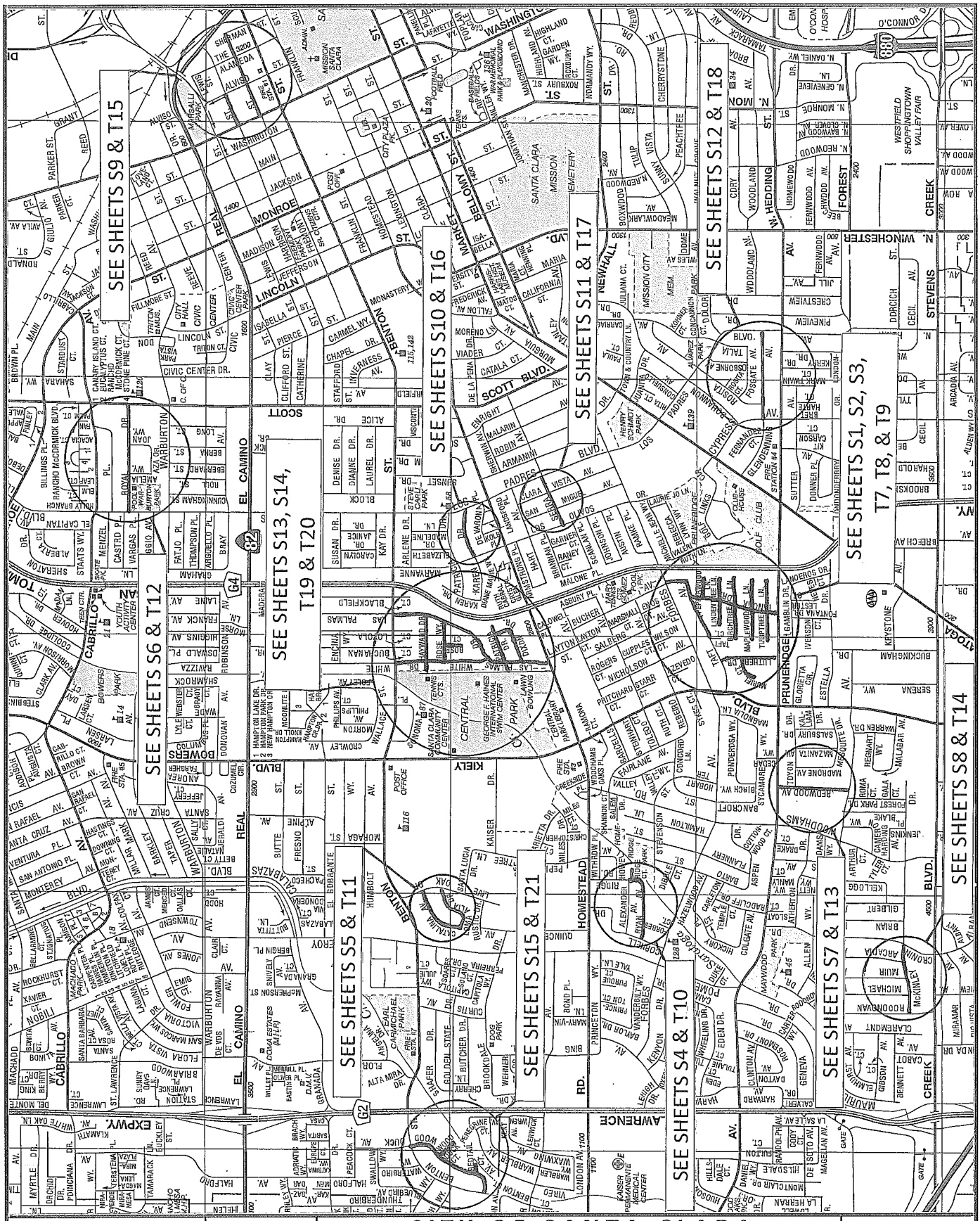
Contractor shall perform the Work in a manner which shall not allow harmful pollutants to enter the City storm drain system. To ensure compliance, the Contractor shall implement the appropriate Best Management Practice (BMP) as outlined in the brochures entitled "Best Management Practice for the Construction Industry" issued by the Santa Clara Valley Non-point Source Pollution Control Program to suit the construction site and job condition. The Contractor shall present his or her proposed BMP at the Pre-construction Meeting for discussion and approval.

Compensation for compliance with this provision shall be considered as included in the prices paid for the contract items of work provided in this contract, and no additional compensation will be allowed.

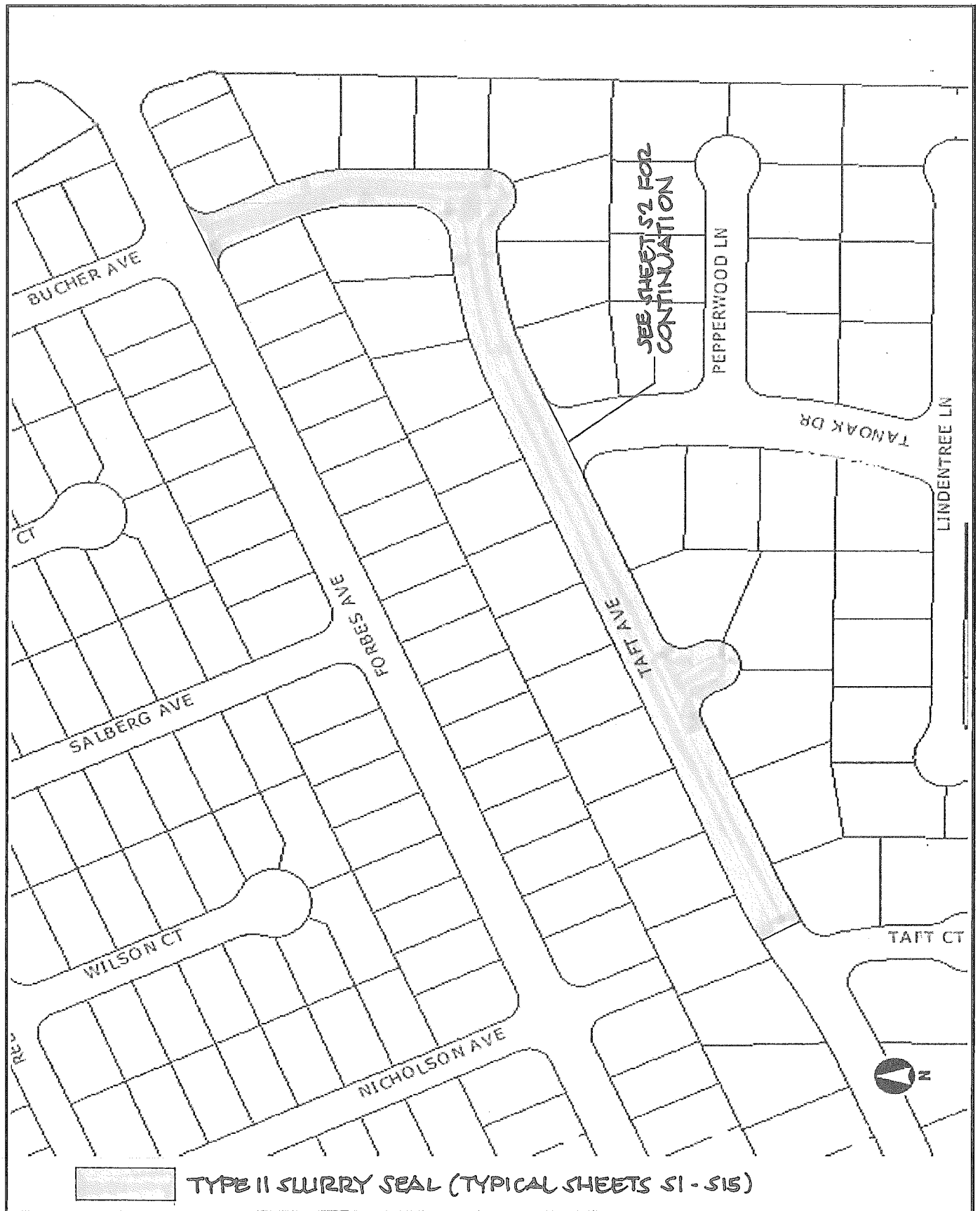
CITY OF SANTA CLARA
FY 2013-2014 VARIOUS CITY STREETS SURFACE RESEAL PROJECT

STREET LIST

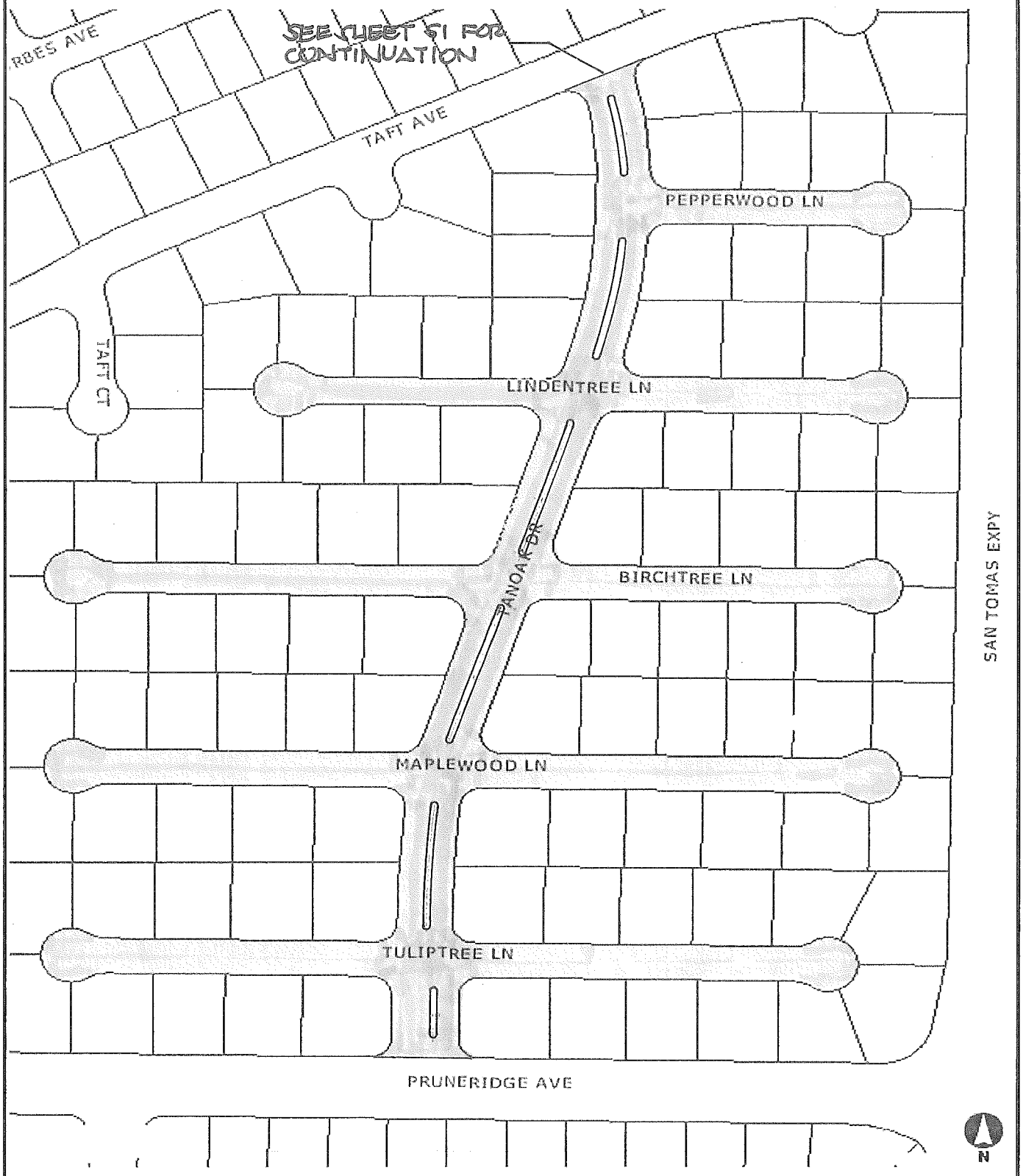
NO.	STREET	FROM	TO	PAVED LENGTH (approx.) ft	PAVED WIDTH ft	PAVED AREA (approx.) sq ft	MONU-MENTS ea	MAN-HOLE ea	FLUSHING INLET ea	WATER VALVE ea	REFUSE PICKUP DAY
1	BUCHER AVENUE	Forbes Avenue	Taft Avenue	313	32	11684	2	1		1	Wed
2	TAFT AVENUE + CUL-DE-SAC	Bucher Ave	Taft Court	1026	36	37738	10	11		6	Thu
3	TANOAK DRIVE	Taft Avenue	Pruneridge Avenue	1333	36	54682	7	10		17	Thu
4	PEPPERWOOD LANE	Cul-de-sac	Tanoak Drive	310	32	11600	1	1		0	Thu
5	LINDENTREE LANE	Cul-de-sac (east)	Cul-de-sac (west)	707	32	25984	2	2		0	Thu
6	BIRCHTREE LANE	Cul-de-sac (east)	Cul-de-sac (west)	947	32	33664	2	2		2	Thu
7	MAPLEWOOD LANE	Cul-de-sac (east)	Cul-de-sac (west)	947	32	33664	2	3		1	Thu
8	TULIPTREE LANE	Cul-de-sac (east)	Cul-de-sac (west)	893	32	31936	2	3		1	Thu
9	LUTHER DRIVE	Taft Avenue	Pruneridge Avenue	861	38	32718	2	3		6	Thu
10	MURIEL COURT	Luther Drive	Cul-de-sac	411	38	17282	2	2		1	Thu
11	RIDGE ROAD	Alexander Avenue	Ryan Avenue	232	38	10086	2	3		0	Wed
12	RIDGE COURT	Cul-de-sac	Ridge Road	191	32	7972	1	2		1	Wed
13	RYAN AVENUE	Ridge Road	Cornell Drive	903	34	30524	2	3		7	Wed
14	CATALINA AVENUE	Live Oak Drive	Loma Alta Drive	917	32	29483	4	3		5	Fri
15	LOMA ALTA DRIVE	Catalina Avenue	Live Oak Drive	869	32	30665	5	2		4	Fri
16	ROYAL DRIVE	Scott Boulevard	Los Padres Boulevard	1521	38	57798	2	8		3	Tue
17	REDWOOD AVENUE	Pruneridge Avenue	Mauricia Avenue	1095	36	39420	1	4		9	Wed
18	MCKINLEY DRIVE	Cronin Drive	Radonovan Drive	1003	38	38114	6	4		2	Wed
19	FREMONT STREET	Sherman Street	Lafayette Street	1174	45	52830	2	4		10	Tue
20	HARRISON STREET	Alviso Street	Lafayette Street	459	44	20196	0	7		3	Tue
21	KAREN DRIVE	Los Padres Boulevard	Maryann Drive	727	38	27626	2	2		2	Thu
22	SERRA AVENUE	Los Padres Boulevard	Los Olivos Drive	773	34	26282	2	2		3	Thu
23	GLENDENNING AVENUE	Los Padres Boulevard	N. Cypress Avenue	1257	33	41481	1	5		3	Thu
24	LAS PALMAS DRIVE	Benton Street	Homestead Road	2653	38	100814	5	14		11	Fri
25	PATRICIA DRIVE	End of road	Central Park parking lot	723	32	23376	2	2		2	Fri
26	DIXON DRIVE	Patricia Drive	Las Palmas Drive	782	32	27425	1	3		3	Fri
27	WHITE DRIVE	Benton Street	Las Palmas Drive	1372	36	47968	4	5	1	7	Fri
28	HAYWARD DRIVE	Las Palmas Drive	Central Park parking lot	796	33	25704	0	2		7	Fri
29	ROSE WAY	Las Palmas Drive	White Drive	593	32	18976	1	1	1	2	Fri
30	ROSE COURT	Rose Way	Cul-de-sac	285	32	10800	1	0	1	2	Fri
31	WOOD DUCK AVENUE	Benton Street	Benton Street	1364	36	47504	9	12		11	Mon
32	WOOD DUCK COURT	Cul-de-sac	Wood Duck Avenue	316	32	11972	1	1		1	Mon
33	REDTAIL COURT	Cul-de-sac	Wood Duck Avenue	179	28	7732	1	2		0	Mon



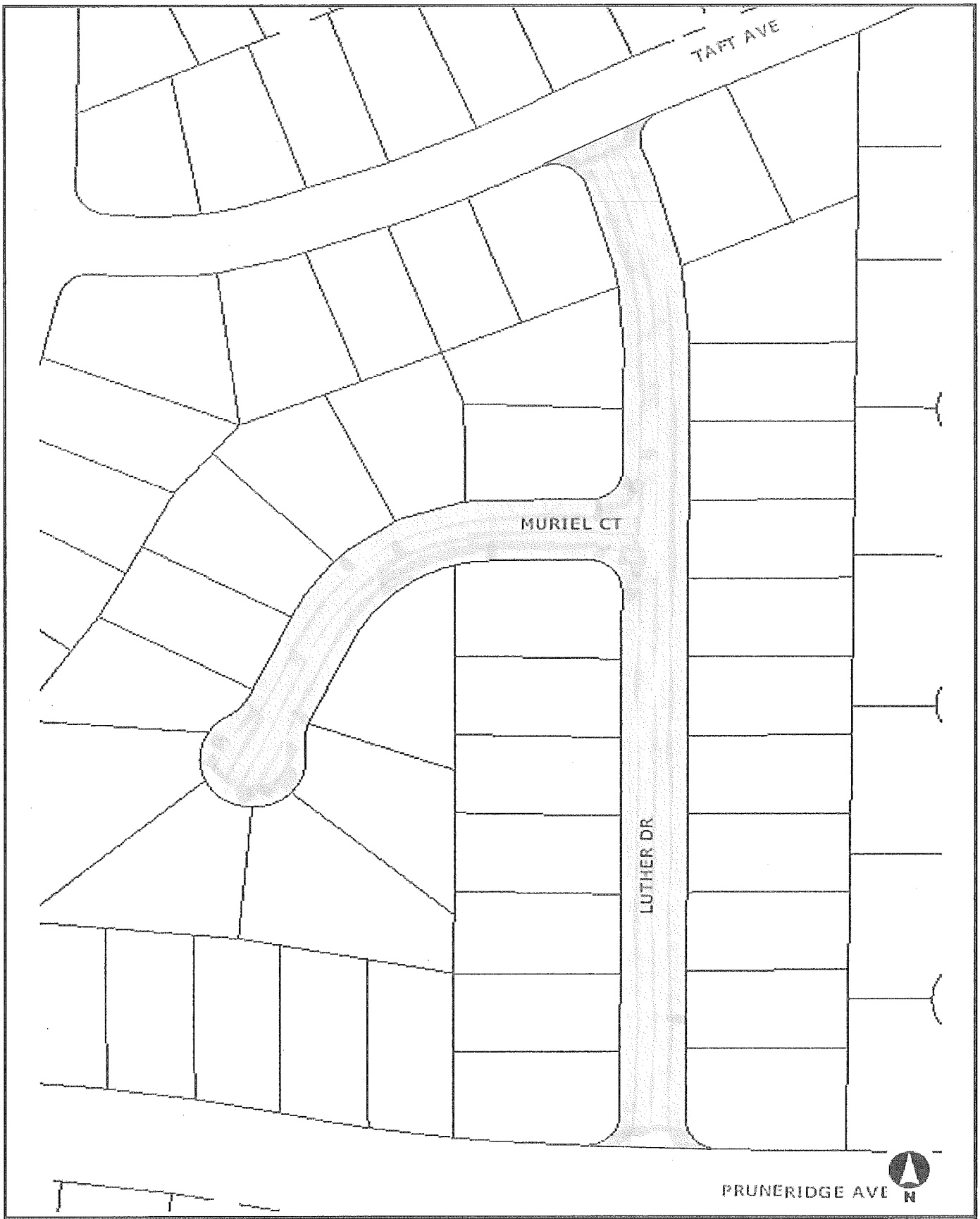
Prepared By		CITY OF SANTA CLARA	Scale
MG	12/16/2013	STREET DEPARTMENT	NTS
Reviewed By		FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT	Reference
		Project Locations Map	
Approved By			Sheet
			M1



Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Bucher Ave, Taft Ave	Reference
Approved By			Sheet S1



Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan**	Reference
Approved By		Tanoak Dr, Pepperwood Ln, Lindentree Ln Birchtree Ln, Maplewood Ln, Tuliptree Ln	Sheet S2



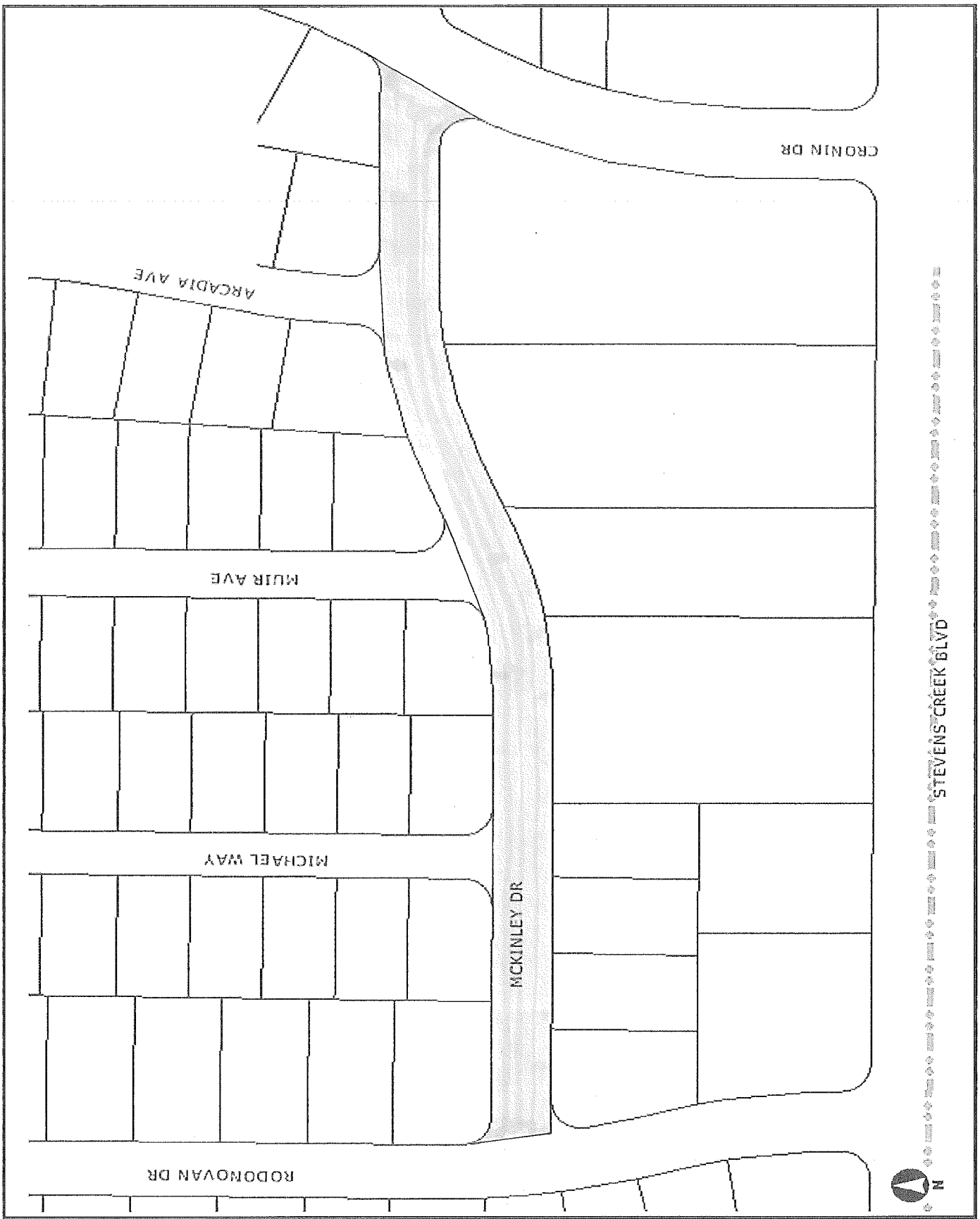
Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Luther Dr, Muriel Ct	Reference
Approved By			Sheet S3

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Ridge Rd, Ridge Ct, Ryan Ave	Reference
Approved By			Sheet S4

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Catalina Ave, Loma Alta Dr	Reference
Approved By			Sheet S5

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Royal Dr	Reference
Approved By			Sheet S6

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Redwood Ave	Reference
Approved By			Sheet S7



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Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** McKinley Dr	Reference
Approved By			Sheet S8

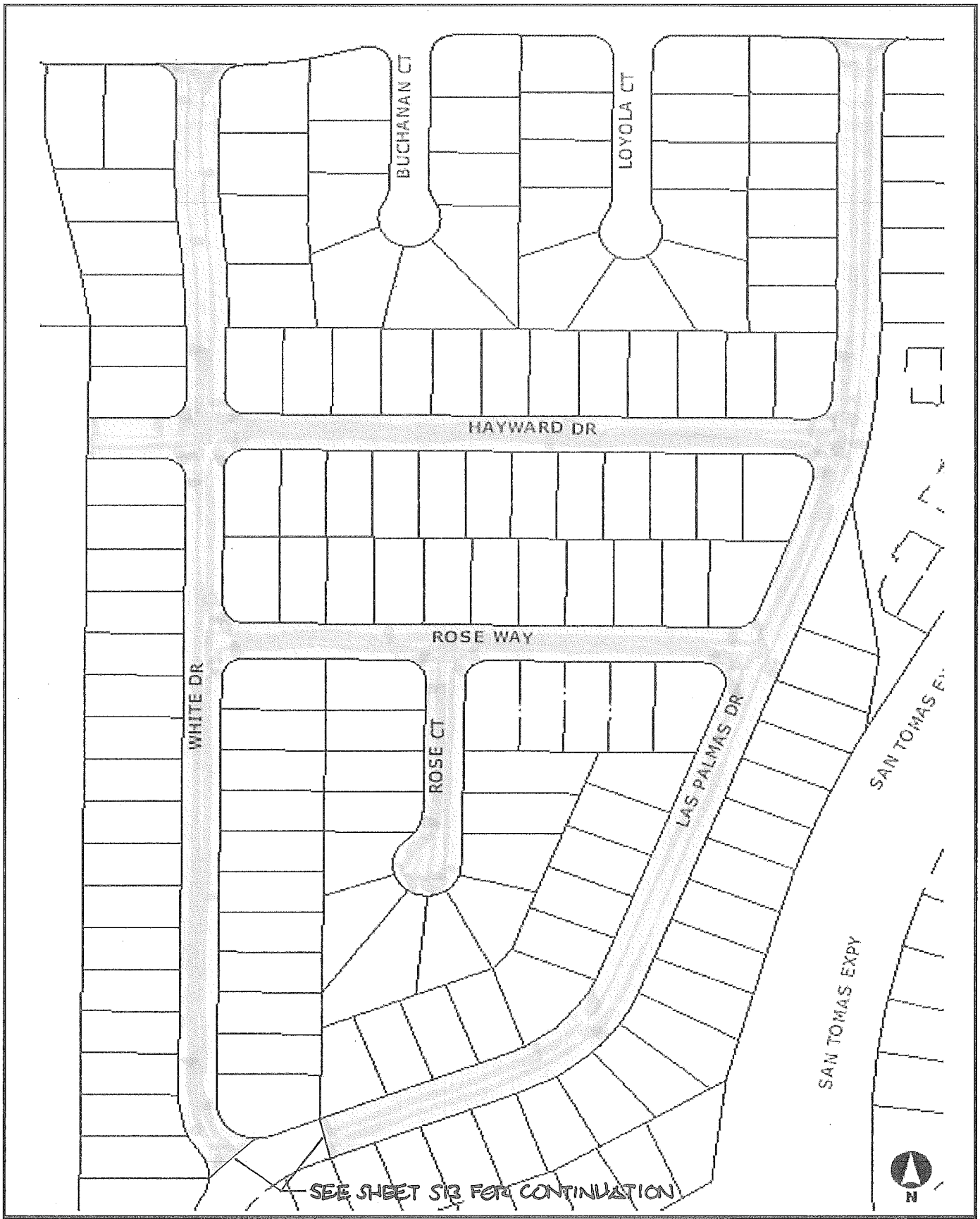
Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Harrison St, Fremont St	Reference
Approved By			Sheet S9

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Karen Dr	Reference
Approved By			Sheet S10

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Serra Ave	Reference
Approved By			Sheet S11

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Glendenning Ave	Reference
Approved By			Sheet S12

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Las Palmas Dr, Patricia Dr, Dixon Dr	Reference
Approved By			Sheet S13



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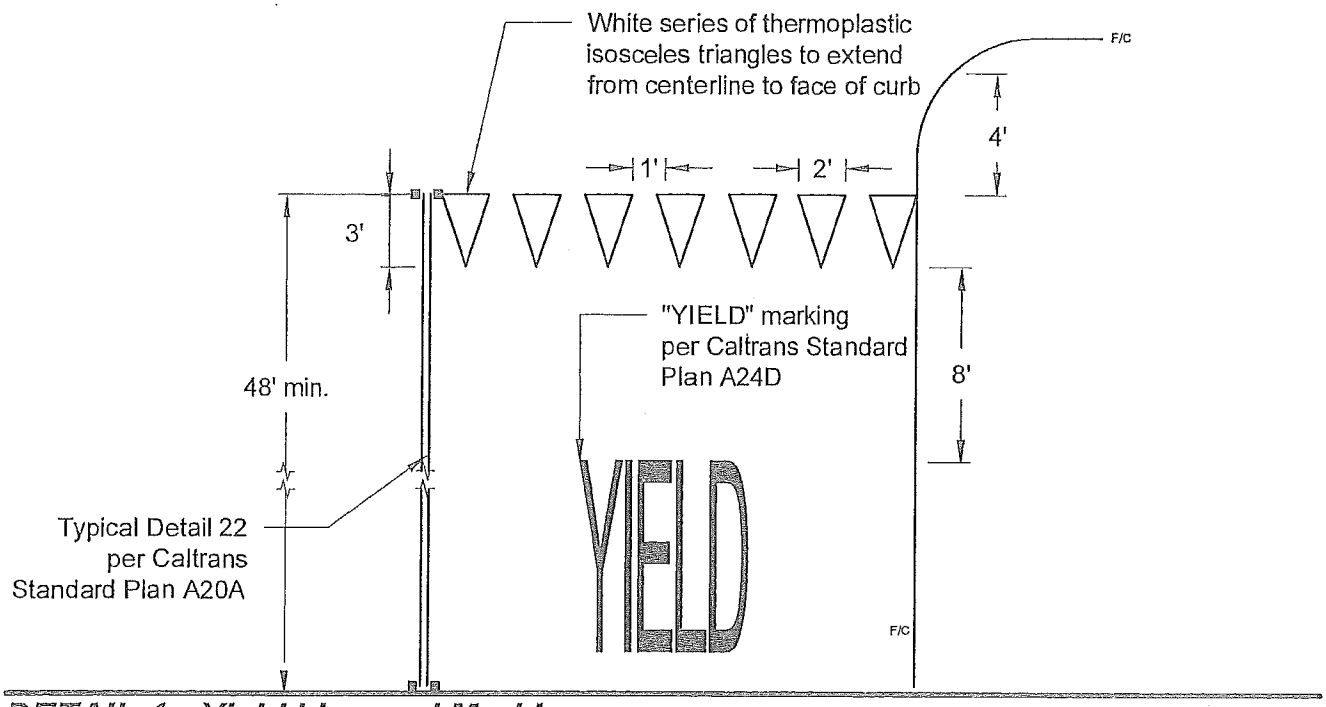
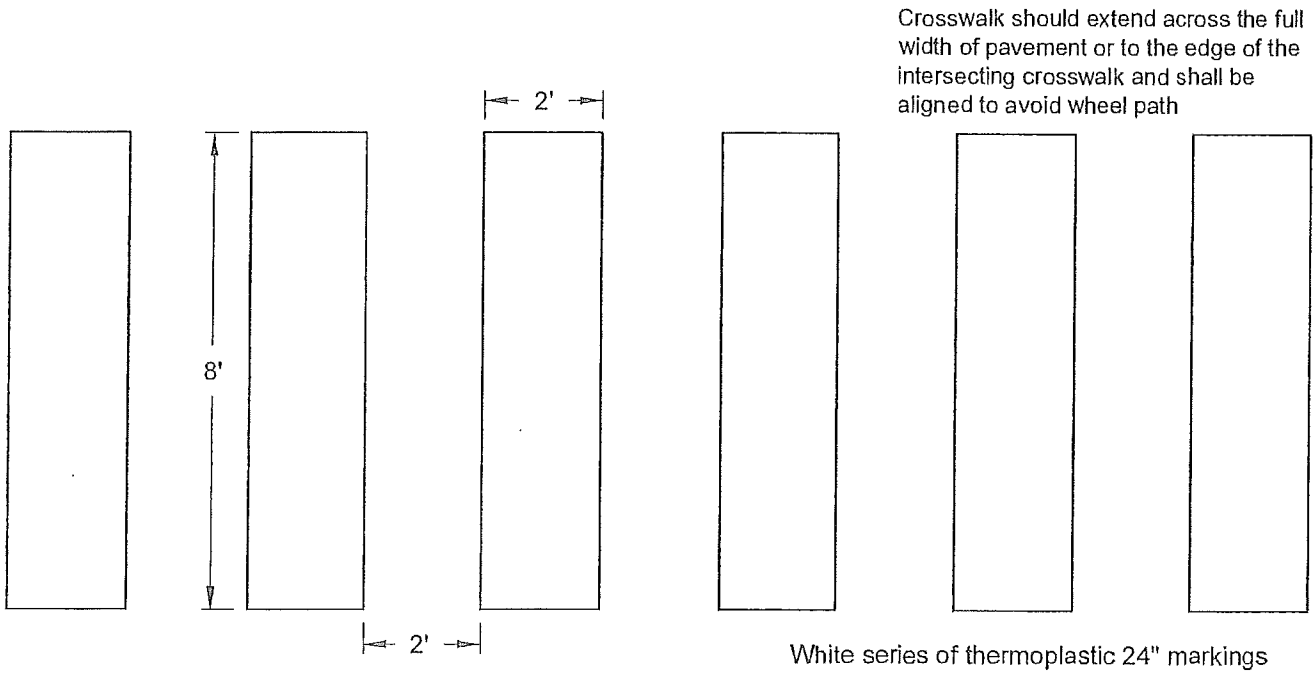
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** White Dr, Hayward Dr, Rose Way Rose Ct, Las Palmas Dr	Reference
Approved By			Sheet S14

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Surface Reseal Plan** Wood Duck Av, Wood Duck Ct Redtail Ct	Reference
Approved By			Sheet S15

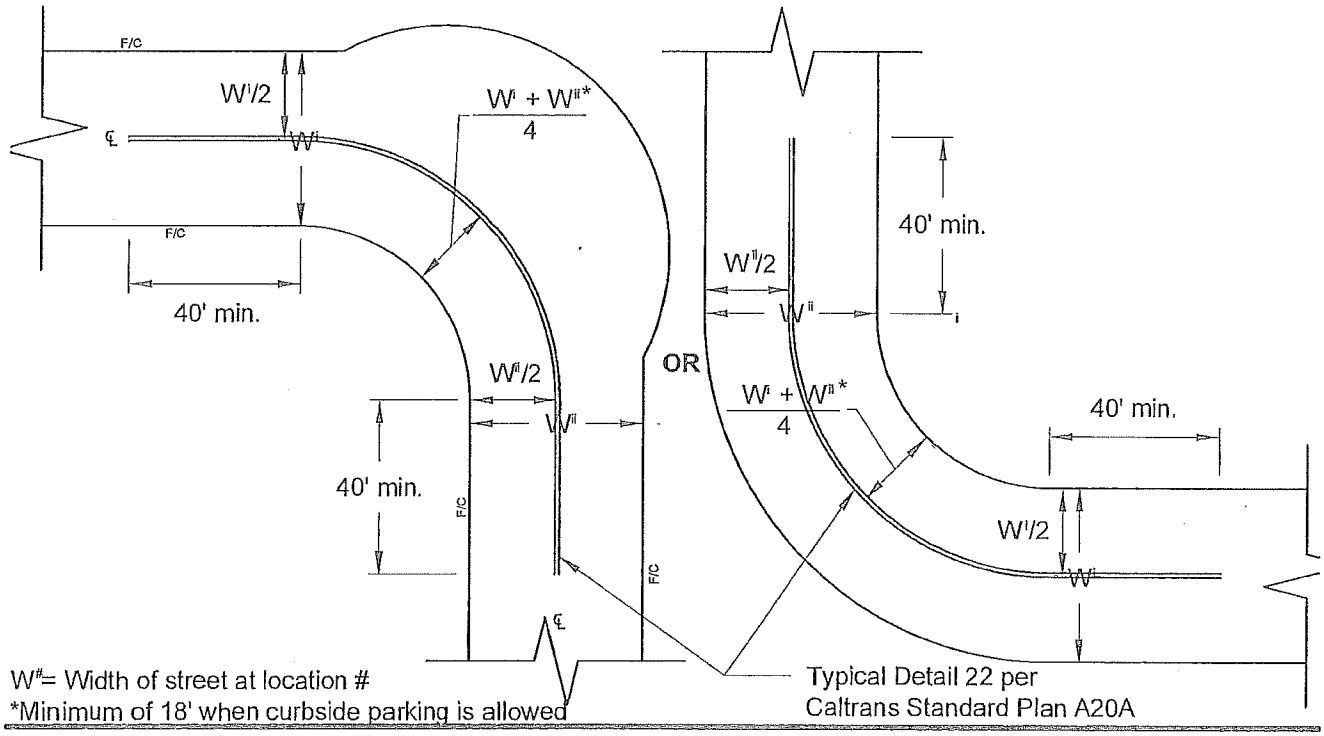


DETAIL 1 - Yield Line and Marking

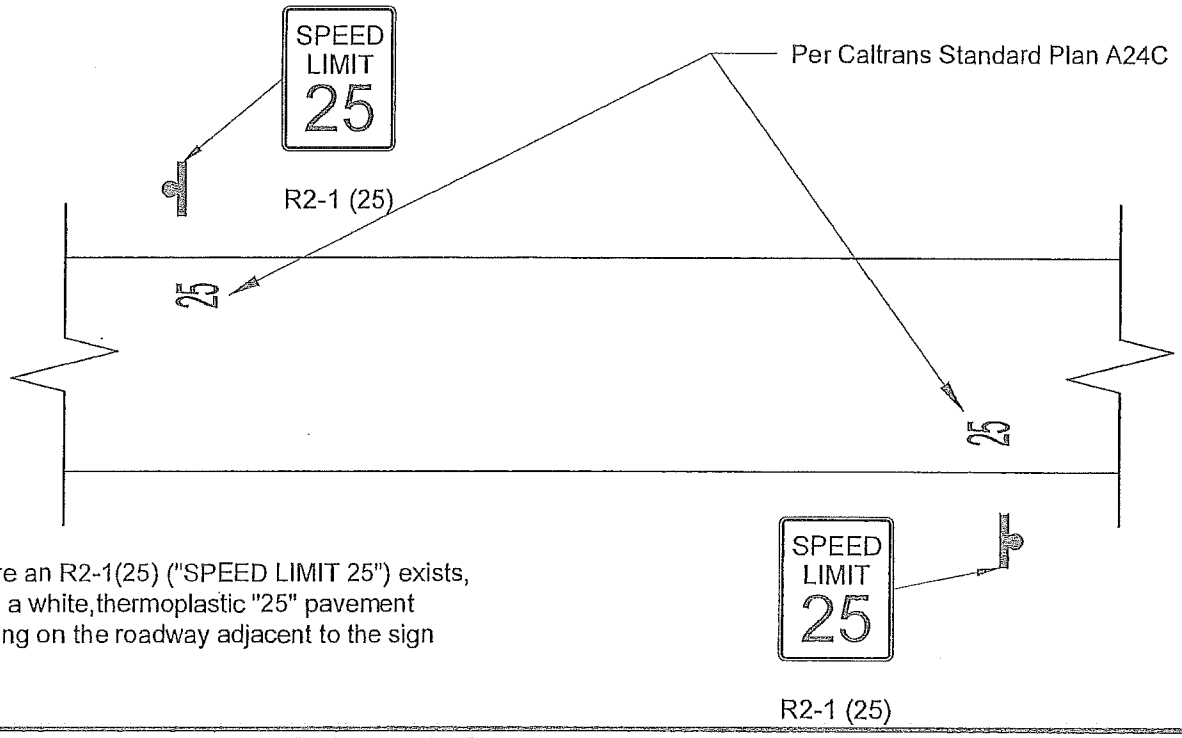


DETAIL 2 - Longitudinal Crosswalk Markings

Prepared By BZ/MM	10/10/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By MJ	10/10/2013	**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Details**	Reference
Approved By			Sheet T1



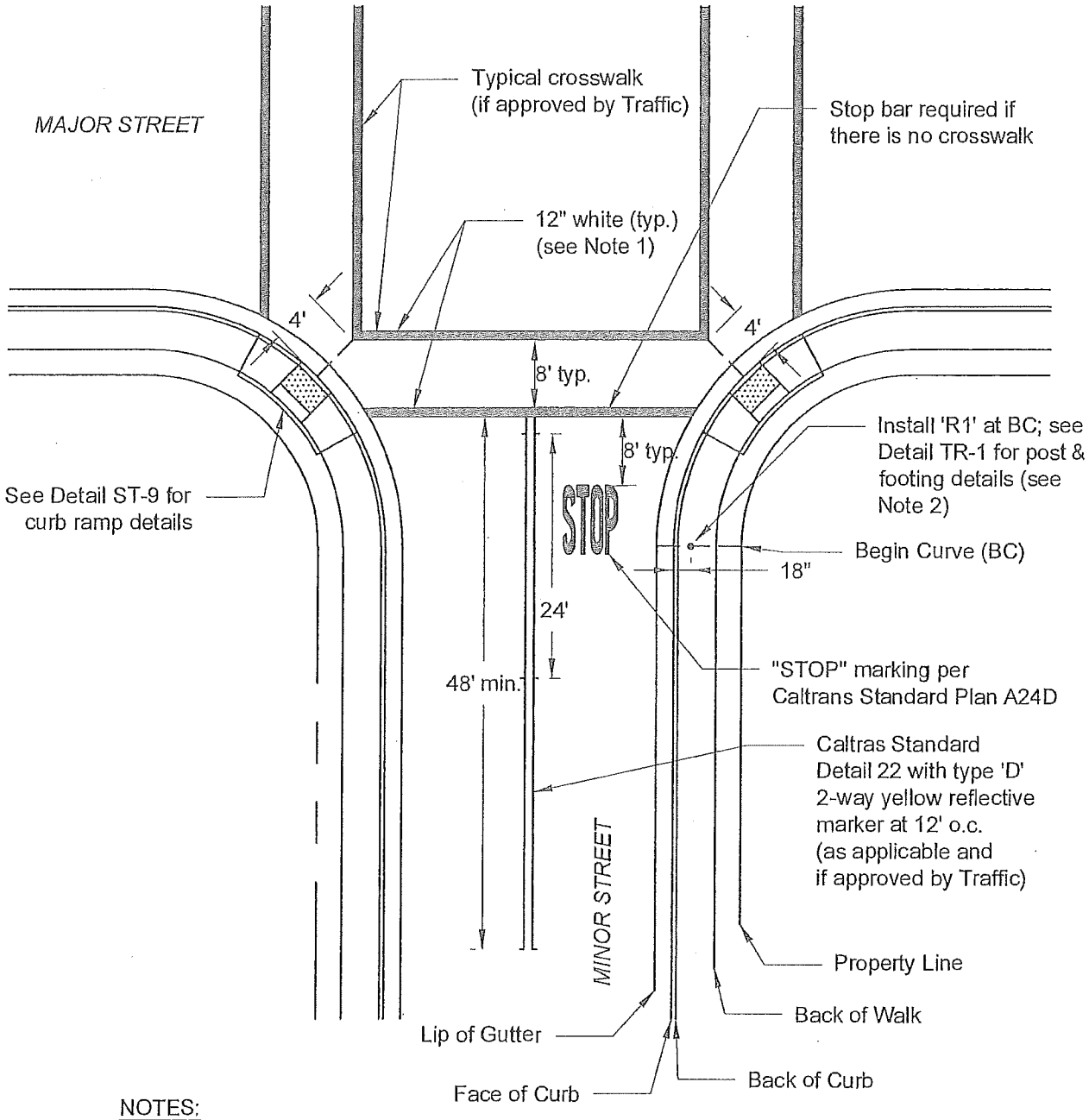
DETAIL 3 - Horizontal Curve Striping



Where an R2-1(25) ("SPEED LIMIT 25") exists, place a white,thermoplastic "25" pavement marking on the roadway adjacent to the sign

DETAIL 4 - "SPEED LIMIT 25" sign and "25" pavement marking combination

Prepared By BZ/MM	10/10/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By MJ	10/10/2013	**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Details**	Reference
Approved By			Sheet T2



NOTES:

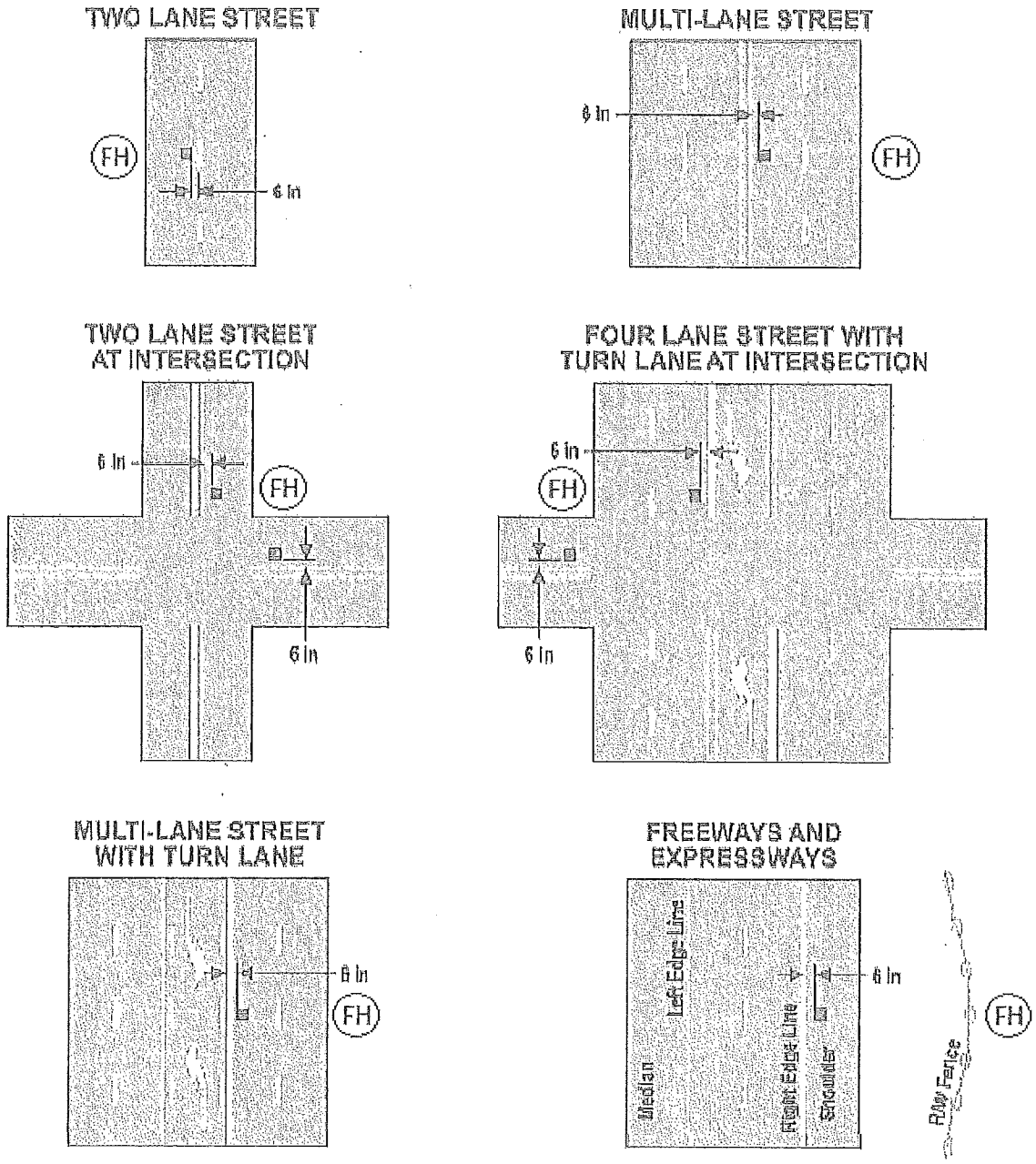
1. All pavement markings shall be thermoplastic or pre-formed thermoplastic per specifications

2. Install 'R1' minimum of 18" from face of curb, 7' from ground to bottom of sign. Edge of installed 'R1' shall be 4" behind face of curb (offset as needed)

3. No permanent markings or signs shall be placed until the City Traffic Engineer or his representative approves the cat-tracking or pre-markings in the field.

STANDARD DETAIL TR-8 - Typical Stop Intersection

Prepared By BZ/MM	10/10/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By MJ	10/10/2013	**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Details**	Reference
Approved By			Sheet T3



LEGEND

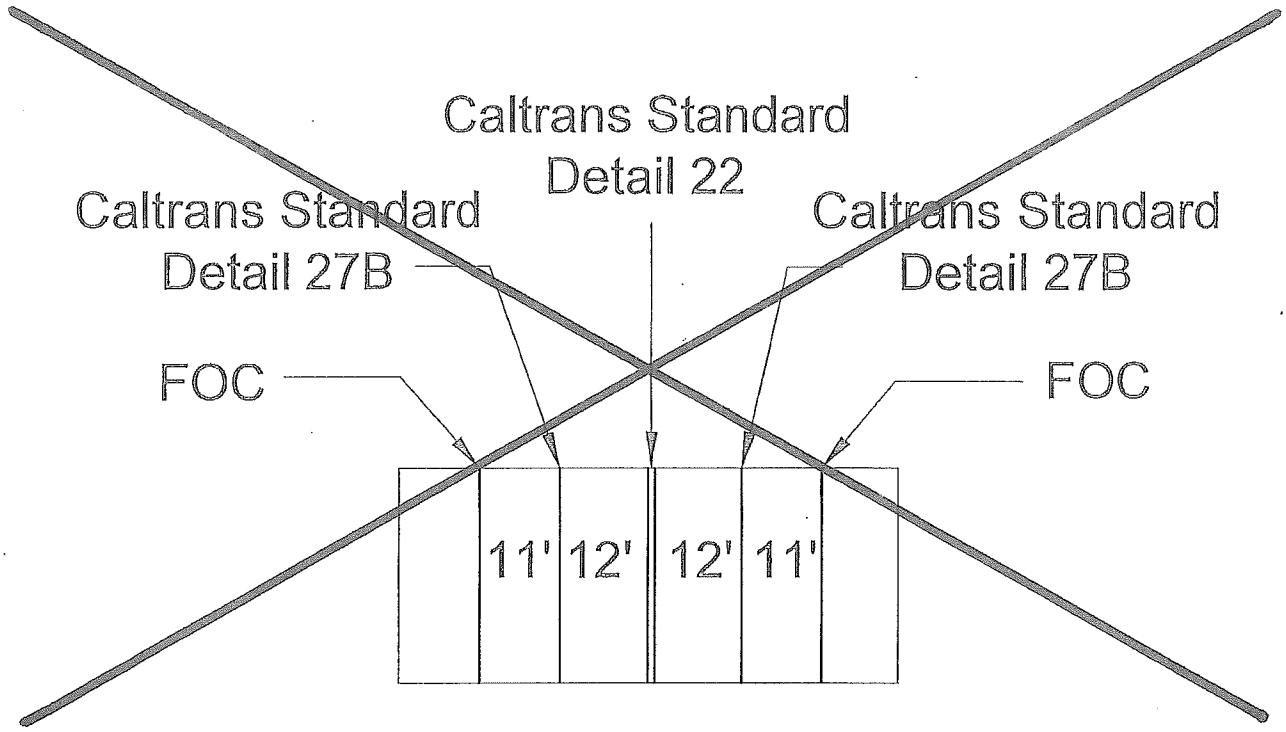
(FH) Fire Hydrant

Blue Retroreflective Raised Pavement Marker

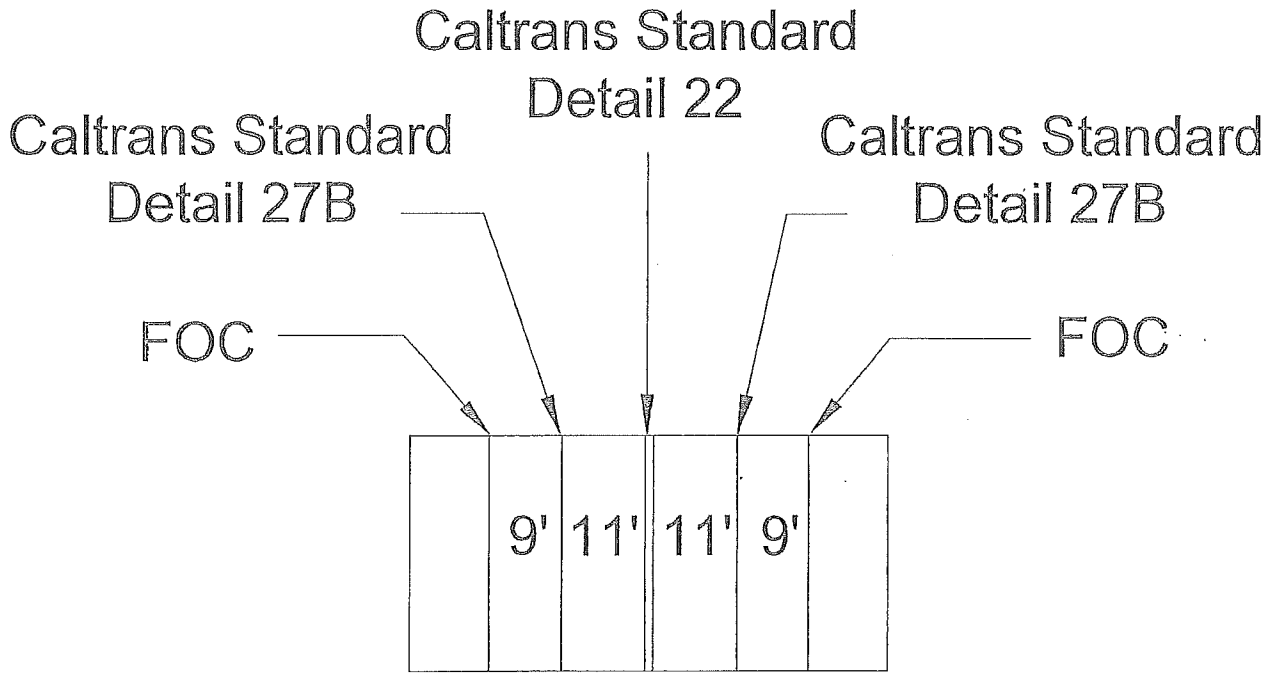
NOT TO SCALE

DETAIL 5 - Fire Hydrant Location Pavement Markers

Prepared By BZ/MM	10/10/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By MJ	10/10/2013	**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Details**	Reference
Approved By			Sheet T4

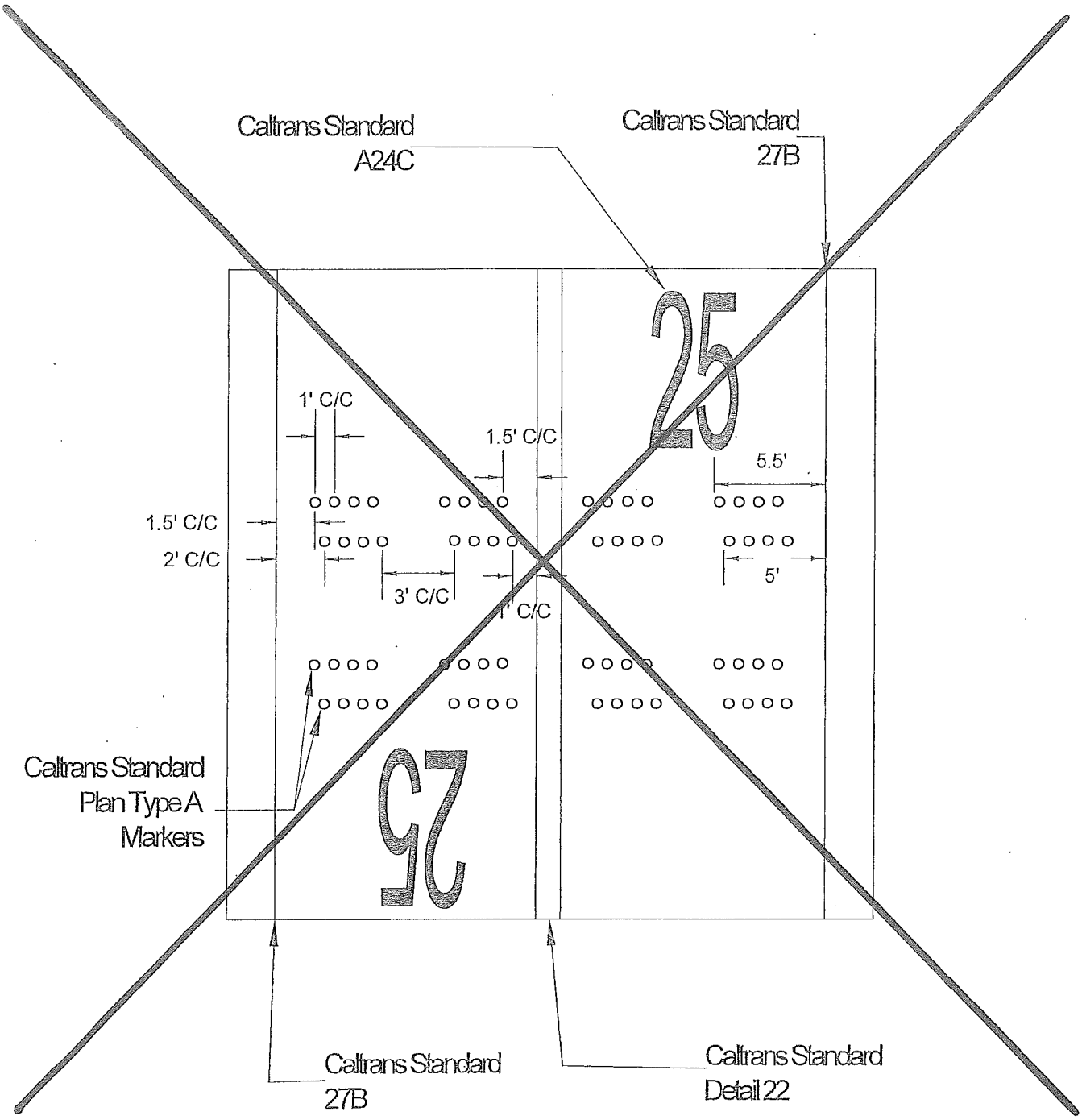


~~*DETAIL 6 - Harrison Street Cross-Section*~~ NOT USED



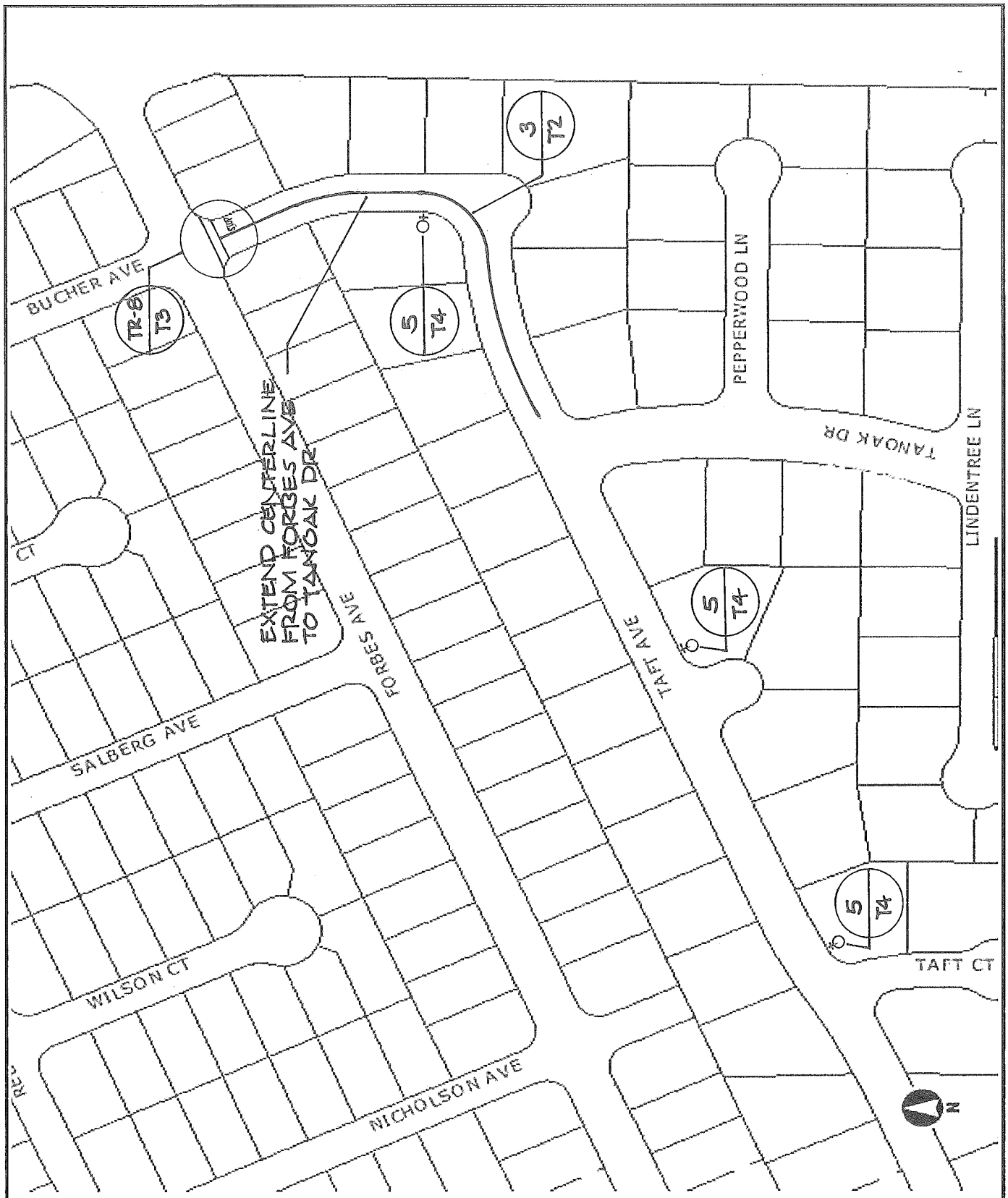
DETAIL 7 - Las Palmas Drive Cross-Section

Prepared By BZ/MM	10/10/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By MJ	10/10/2013	**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Details**	Reference
Approved By			Sheet T5

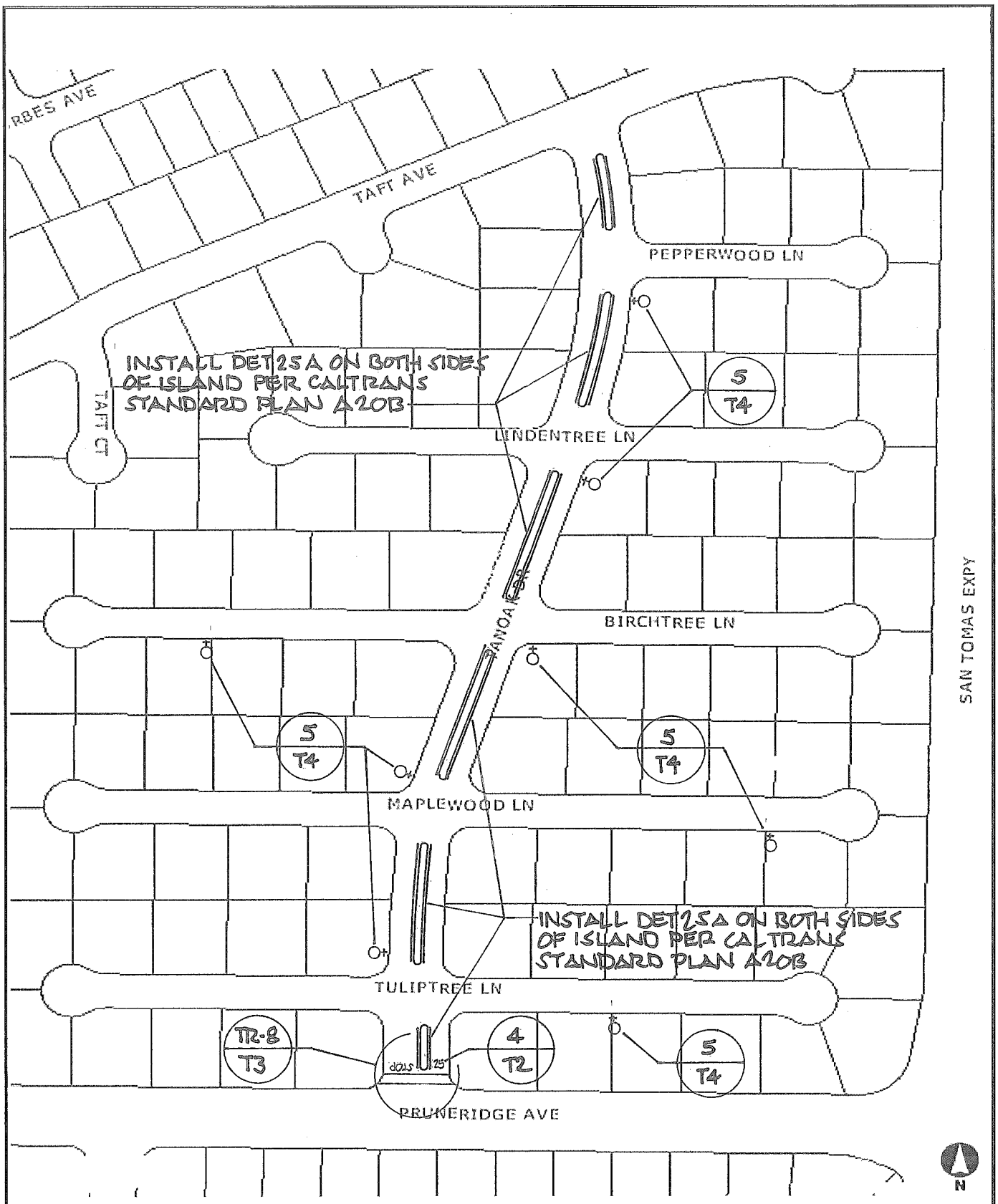


~~DETAIL 8 - Harrison Street Rumble Strips~~ NOT USED

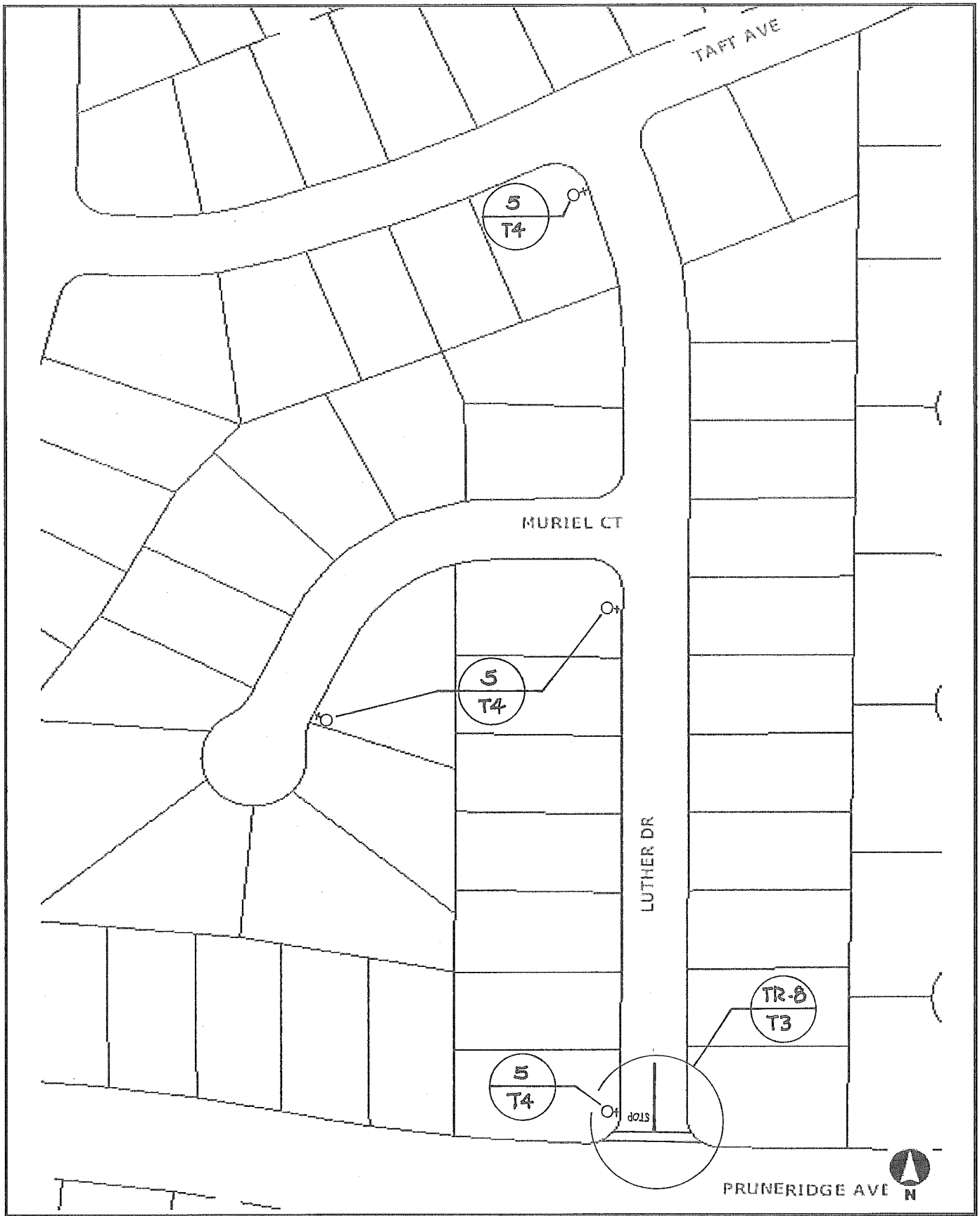
Prepared By BZ/MM	10/10/2013	CITY OF SANTA CLARA STREET DEPARTMENT	Scale NTS
Reviewed By MJ	10/10/2013	FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT Striping Details	Reference
Approved By			Sheet T6



Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Bucher Ave, Taft Ave	Reference
Approved By			Sheet T7

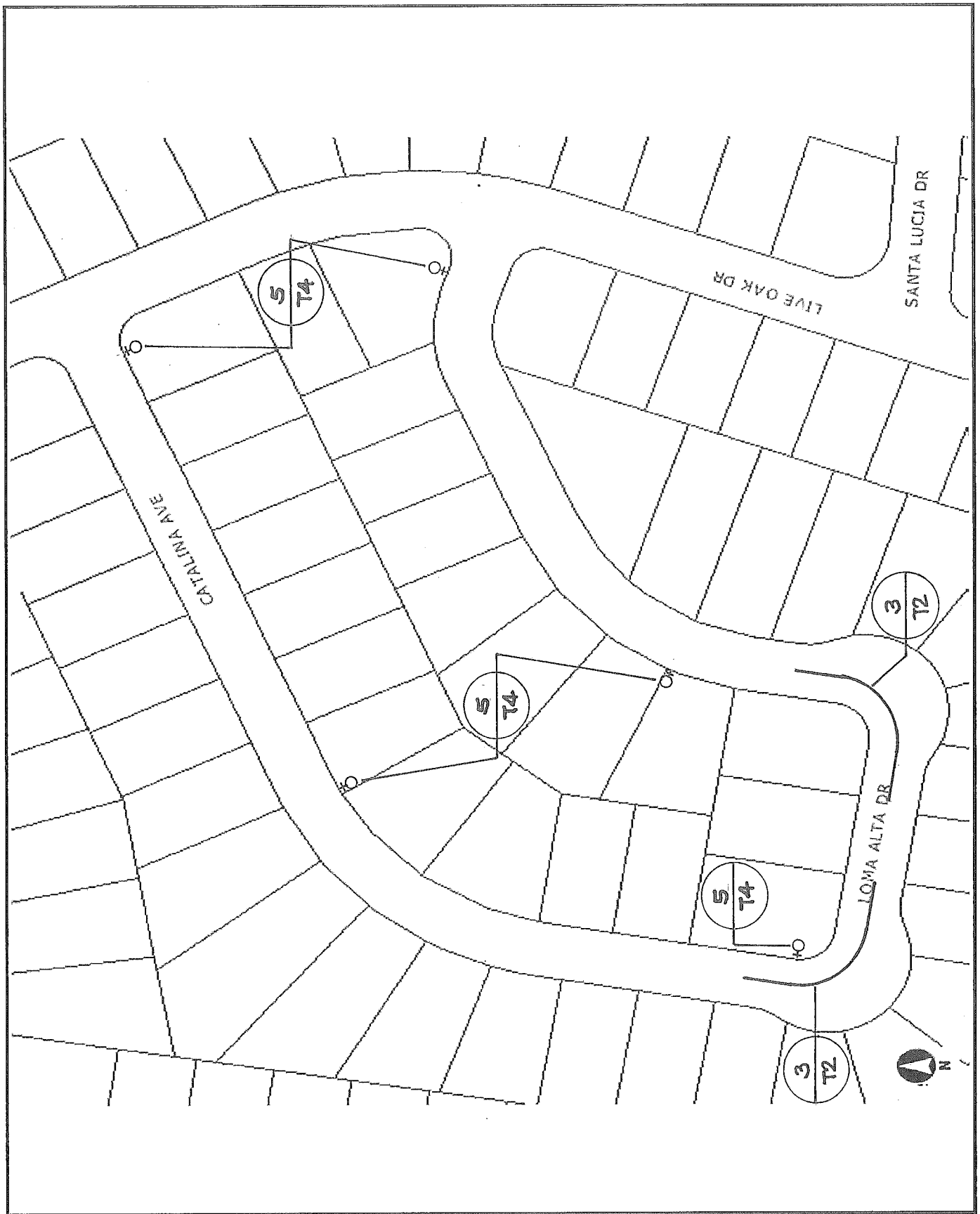


Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan**	Reference
Approved By		Tanoak Dr, Pepperwood Ln, Lindentree Ln Birchtree Ln, Maplewood Ln, Tuliptree Ln	Sheet T8



Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Luther Dr, Muriel Ct	Reference
Approved By			Sheet T9

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Ridge Rd, Ridge Ct, Ryan Ave	Reference
Approved By			Sheet T10



Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Catalina Ave, Loma Alta Dr	Reference
Approved By			Sheet T11

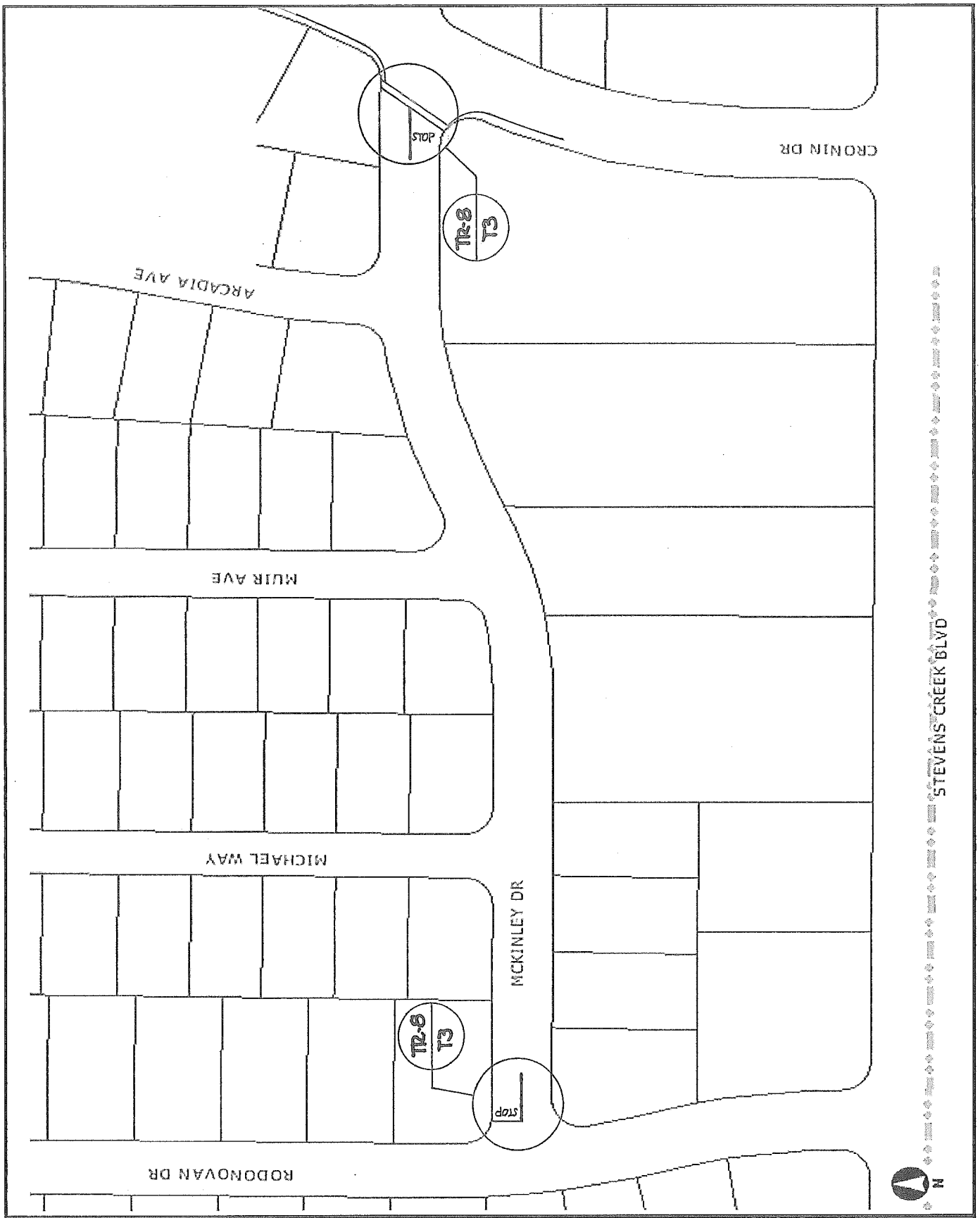
NOTE 1: INSTALL YELLOW CROSSWALK. CENTERLINE SHALL BE 100' LONG. DO NOT INCLUDE 'STOP' MARKING.

NOTE 2: INSTALL WHITE BIKE LOOP DETECTOR SYMBOL, PER CALTRANS STANDARD PLAN A24C. CONTACT FRED LAIGO (408-615-3017) AT LEAST 3 DAYS PRIOR TO INSTALLATION.

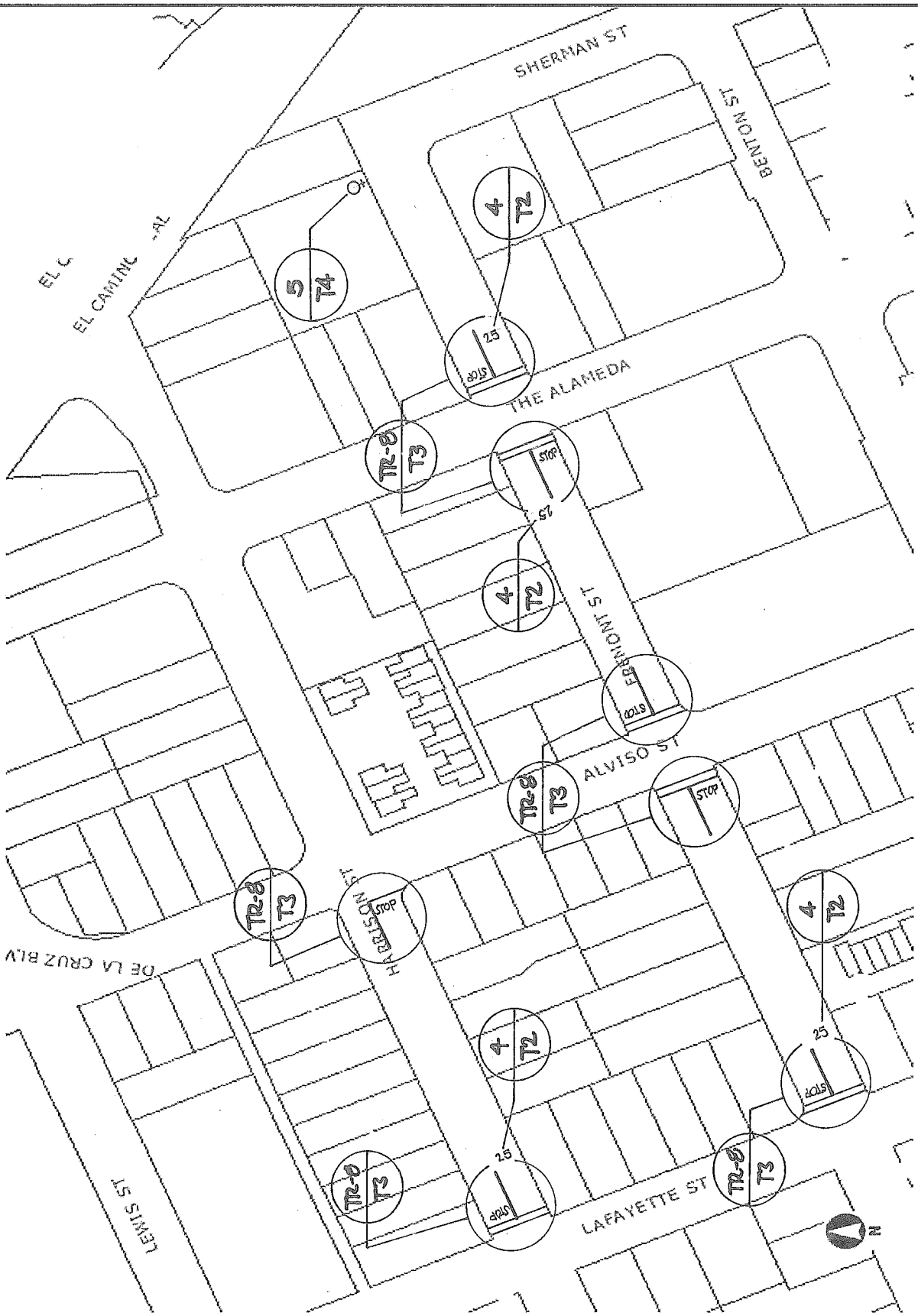
NOTE 3: INSTALL YELLOW CROSSWALK.

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Royal Dr	Reference
Approved By			Sheet T12

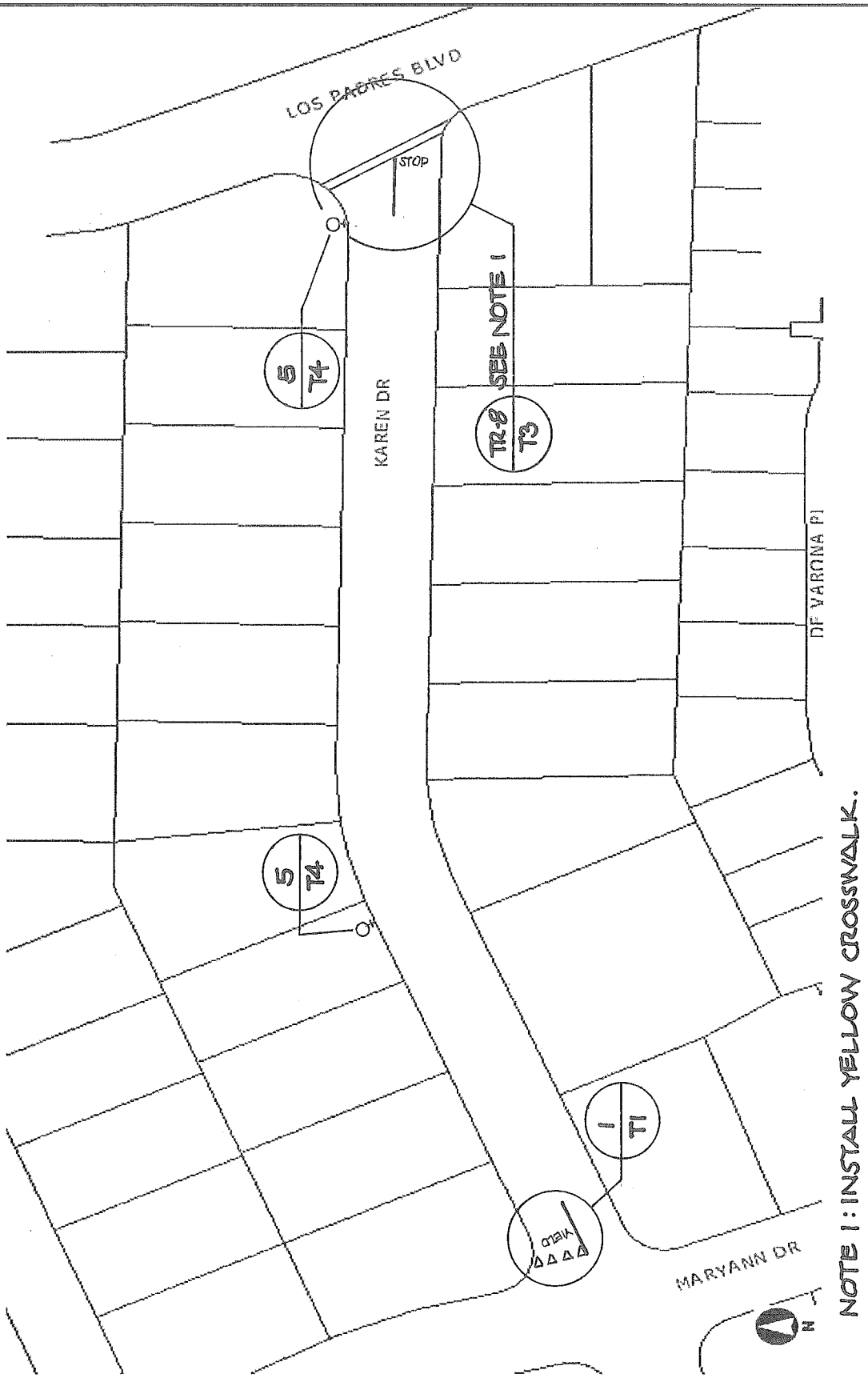
Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Redwood Ave	Reference
Approved By			Sheet T13



Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** McKinley Dr	Reference
Approved By			Sheet T14



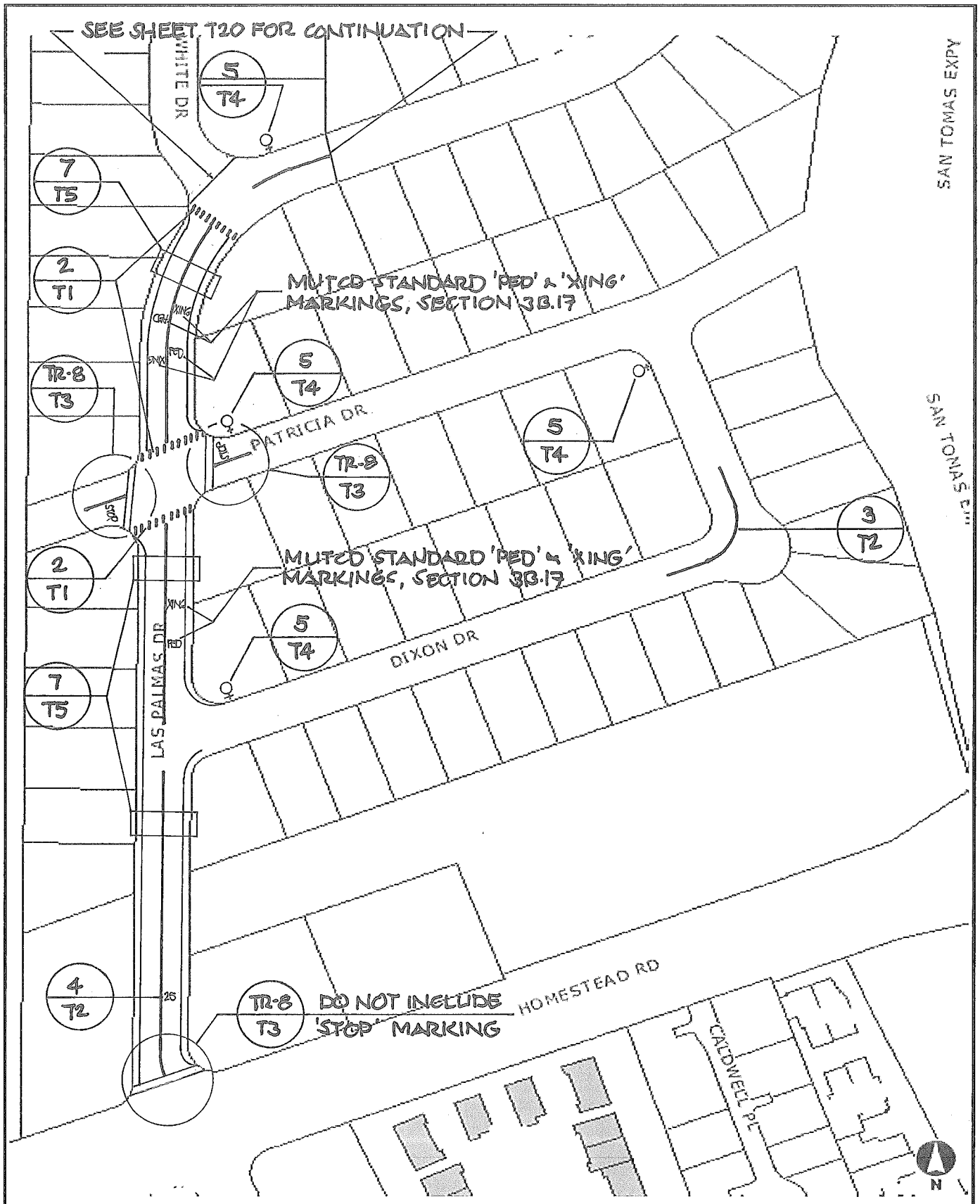
Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Harrison St, Fremont St	Reference
Approved By			Sheet T15



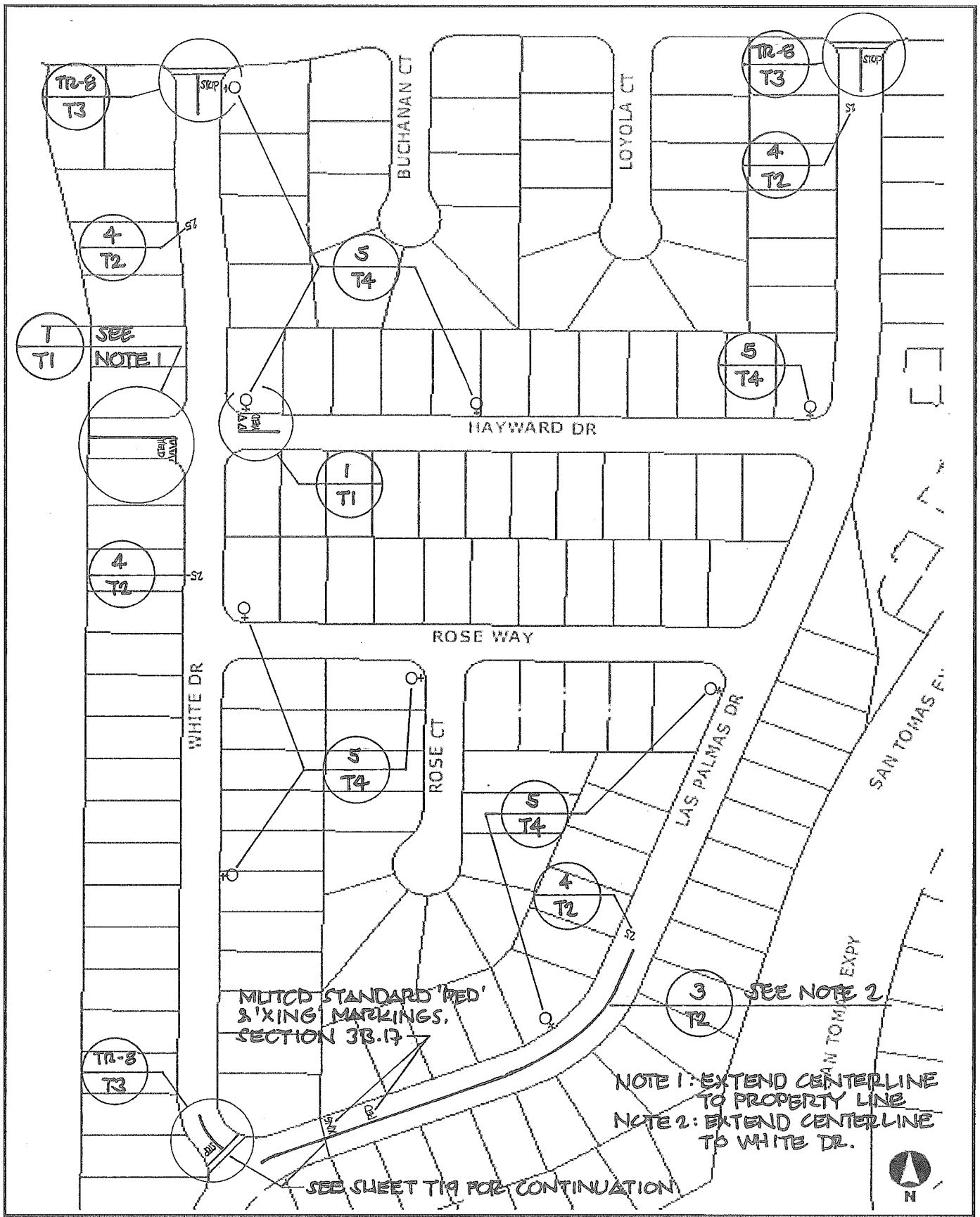
Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Karen Dr	Reference
Approved By			Sheet T16

Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Serra Ave	Reference
Approved By			Sheet T17

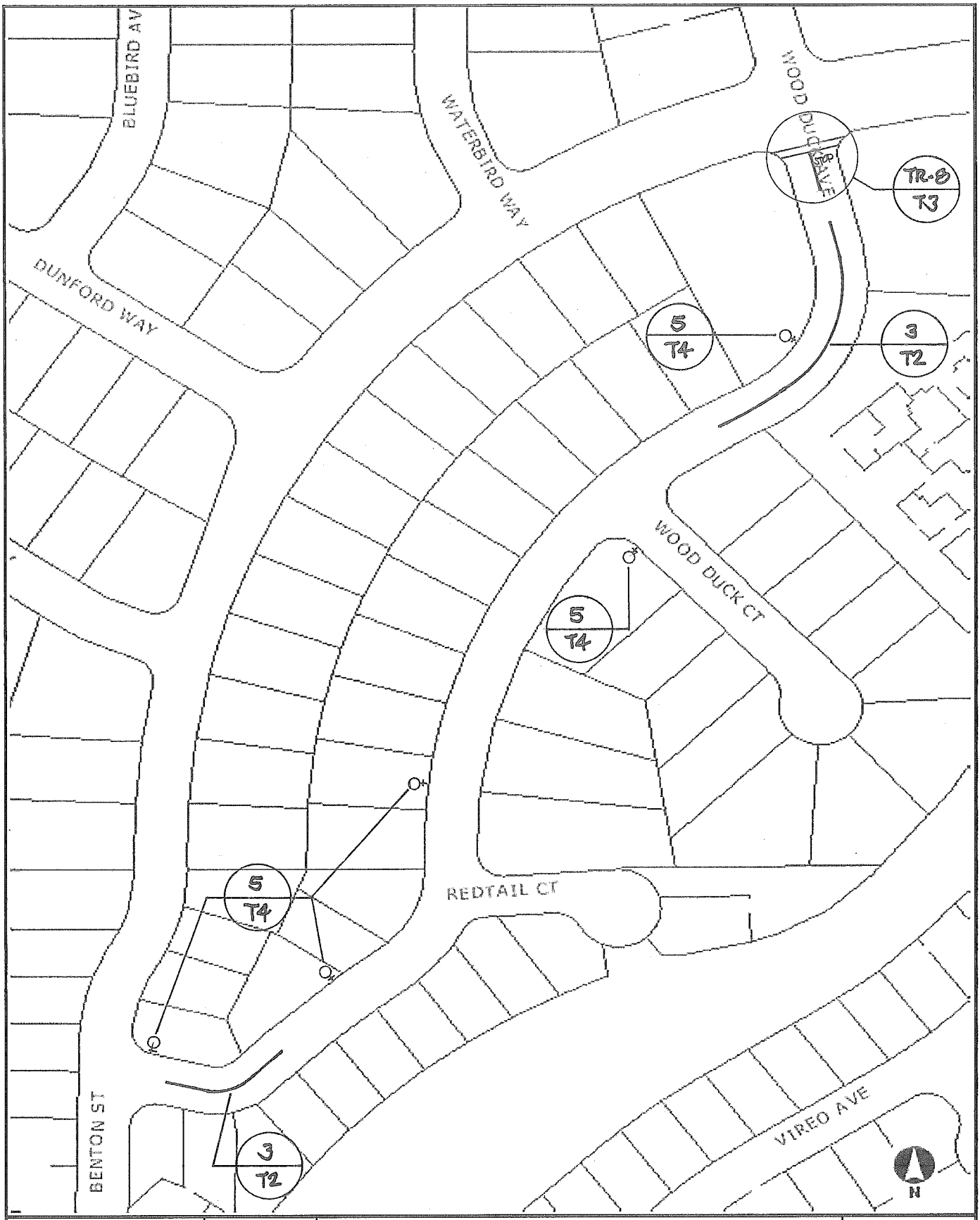
Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Glendenning Ave	Reference
Approved By			Sheet T18



Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Las Palmas Dr, Patricia Dr, Dixon Dr	Reference
Approved By			Sheet T19



Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** White Dr, Hayward Dr, Rose Way Rose Ct, Las Palmas Dr	Reference
Approved By			Sheet T20



Prepared By MG	12/16/2013	**CITY OF SANTA CLARA** **STREET DEPARTMENT**	Scale NTS
Reviewed By		**FY13-14 VARIOUS CITY STREETS SURFACE RESEAL PROJECT** **Striping Plan** Wood Duck Av, Wood Duck Ct Redtail Ct	Reference
Approved By			Sheet T21

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
VSS INTERNATIONAL, INC.
FOR THE
FY 2013-2014 VARIOUS CITY STREETS SURFACE RESEAL PROJECT

EXHIBIT B

SCHEDULE OF FEES

ITEM NO.	DESCRIPTION		EST. QTY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization		1	LS	$ 6,000.00	$ 6,000.00
2	Construction Area Signs & Traffic Control		1	LS	$ 41,027.90	$ 41,027.90
3	Type II Slurry Seal		114,000	SY	$ 1.15	$ 131,100.00
4	Thermoplastic Striping & Markings					
	4.1	Detail 22 - Double Yellow Centerline	4270	LF	$ 1.84	$ 7,856.80
	4.2	Detail 25A - Left Edge Line	1885	LF	$ 0.79	$ 1,489.15
	4.3	Detail 27B - Right Edge Line	1670	LF	$ 0.79	$ 1,319.30
	4.4	12" White Line	3155	SF	$ 3.67	$ 11,578.85
	4.5	12" Yellow Line	450	SF	$ 3.67	$ 1,651.50
	4.6	Yield Line	60	SF	$ 4.00	$ 240.00
	4.7	"25" Numeral	262.5	SF	$ 4.00	$ 1,050.00
	4.8	Bike Loop Detector Symbol	2	SF	$ 4.00	$ 8.00
	4.9	"STOP" Word	550	SF	$ 4.00	$ 2,200.00
	4.10	"YIELD" Word	72	SF	$ 4.00	$ 288.00
	4.11	"PED" Word	72	SF	$ 4.00	$ 288.00
	4.12	"XING" Word	84	SF	$ 4.00	$ 336.00
5	Raised Retro-reflective Pavement Markers					
	5.1	Type D Two-way Yellow Retro-reflective Markers	440	EA	$ 5.25	$ 2,310.00
	5.2	Type H One-way Yellow Retro-reflective Markers	90	EA	$ 5.25	$ 477.00
	5.3	Hydrant Two-way Blue Retro-reflective Markers	55	EA	$ 15.50	$ 852.50
					TOTAL	$ 210,073.00

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred ten thousand seventy three dollars and zero cents ($210,073.00), subject to budget appropriations.

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND VSS INTERNATIONAL, INC. FOR THE FY 2013-2014 VARIOUS CITY STREETS SURFACE RESEAL PROJECT

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 Street Department

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.

I:\New Agreements\CITY\Updated\EXHIBIT C-03 Contract over $50,000 increased exposure.doc

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND VSS INTERNATIONAL, INC. FOR THE FY 2013-2014 VARIOUS CITY STREETS SURFACE RESEAL PROJECT

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.

---

[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
VSS INTERNATIONAL, INC.
FOR THE
FY 2013-2014 VARIOUS CITY STREETS SURFACE RESEAL PROJECT

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.

VSS INTERNATIONAL, INC.

a corporation

By: _____
Signature of Authorized Person or Representative

Name: Jeff Roberts

Title: Chief Operations Officer

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.

ACKNOWLEDGMENT

State of California
County of Yolo)

On 04/07/2014 before me, Elizabeth R. Lowrie, Notary Public
(insert name and title of the officer)

personally appeared Jeff Roberts,
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.

NNA1 ELIZABETH R. LOWRIE
Commission # 1957638
Notary Public - California
Yolo County
My Comm. Expires Oct 22, 2015 NNA1

WITNESS my hand and official seal.

Signature Elizabeth R Lowrie **(Seal)**

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
VSS INTERNATIONAL, INC.
FOR THE
FY 2013-2014 VARIOUS CITY STREETS SURFACE RESEAL PROJECT

EXHIBIT F

Bond No: 929587987
Premium: $630.00

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond"), dated April 4th, **2014,** is in the penal sum of Two Hundred Ten Thousand Seventy Three Dollars, ($210,073), which is equal to one hundred percent (100%) of the Contract Price, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to VSS International, Inc. ("Contractor"), Western Surety Company ("Surety"), City of Santa Clara, California, a chartered California municipal corporation ("City") or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

FY 2013-2014 Various City Streets Surface Reseal Project

Dated: April 23rd **2014**

In the amount of $ Two Hundred Ten Thousand Seventy Three Dollars
("100% of Contract Price")

CONTRACTOR AS PRINCIPAL:
Contractor Name
VSS International, Inc.

Principal Address of Business
3785 Channel Drive
West Sacramento, CA 95691

(Corp. Seal)

Signature:
Name: JEFF ROBERTS
Title: CHIEF OPERATIONS OFFICER

SURETY:
Surety Name:
Western Surety Company

Principal Address of Business
333 South Wabash Avenue
Chicago, IL 60604

(Corp. Seal)

Signature:
Name: Thomas R. Hucik
Title: Attorney-in-Fact

Approved as to Form:

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:

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

   3.2 City has agreed to pay the Balance of the Contract Sum:

      3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

      3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When City has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) days) and at Surety's expense elect to take one of the following actions:

   4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

   4.3 Obtain 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 Sum, then Surety shall pay to City the amount of such excess; or

   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith the amount for which it may then be liable 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 (10) 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, or coordinate work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

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

   6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;

   6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.

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

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located.

10. All notices to Surety or Contractor shall be mailed or delivered to the address shown on the signature page, and all notices to City shall be mailed or delivered as provided in Agreement Provisions, Section 29. Actual receipt of notice by Surety, City or Contractor, however

accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

    12.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.

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

    12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, including but not limited to, "default" as provided in Document 00700 General Conditions.

    12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

S:\Attorney\BONDS\Bonds - Construction Performance Bond - Revised 8-26-03 (Document 00610).doc

ACKNOWLEDGMENT

State of California
County of Yolo)

On 04/07/2014 before me, Elizabeth R. Lowrie, Notary Public
(insert name and title of the officer)

personally appeared Jeff Roberts,
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.

NNA1 ELIZABETH R. LOWRIE
Commission # 1957638
Notary Public - California
Yolo County
My Comm. Expires Oct 22, 2015 NNA1

Signature Elizabeth R. Lowrie (Seal)

ACKNOWLEDGMENT

State of California
County of Sacramento)

On April 4, 2014 before me, Rosalie A. Miszkiel, Notary Public
(insert name and title of the officer)

personally appeared Thomas R. Hucik,
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 _____ **(Seal)**

BMP1 ROSALIE A. MISZKIEL
COMM. #2009058
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. Feb. 28, 2017 BMP1

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miszkiel, P A Gouker, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2013.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 9th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of April, 2014.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-7-2012

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
VSS INTERNATIONAL, INC.
FOR THE
FY 2013-2014 VARIOUS CITY STREETS SURFACE RESEAL PROJECT

Bond No: 929587987
Premium: Included in Performance Bond

EXHIBIT G

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Materials Payment Bond ("Bond"), dated April 4th, **2014,** is in the penal sum of Two Hundred Ten Thousand Seventy Three Dollars, ($210,073), which is equal to one hundred percent (100%) of the Contract Price, and is entered into by and between the parties listed below to ensure the payment of claimants under of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to VSS International, Inc. ("Contractor"), Western Surety Company ("Surety"), City of Santa Clara, California, a chartered California municipal corporation ("City") or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

FY 2013-2014 Various City Streets Surface Reseal Project

Dated: April 23rd **2014**

In the amount of $ Two Hundred Ten Thousand Seventy Three Dollars
("100% of Contract Price")

CONTRACTOR AS PRINCIPAL:
Contractor Name
VSS International, Inc.

Principal Address of Business
3785 Channel Drive
West Sacramento, CA 95691

(Corp. Seal)

Signature:
Name: JEFF ROBERTS
Title: CHIEF OPERATIONS OFFICER

SURETY:
Surety Name:
Western Surety Company

Principal Address of Business
333 South Wabash Avenue
Chicago, IL 60604

(Corp. Seal)

Signature:
Name: Thomas R. Hucik
Title: Attorney-in-Fact

Approved as to Form:

City Attorney

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to City, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction 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 will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.

5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.

6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.

7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the work to be performed thereunder, or materials

or equipment to be furnished thereunder or the specifications accompanying the same, shall in any 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 Payment 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 to the address shown on the signature page, and all notices to City shall be mailed or delivered as provided in Agreement Provisions, Section 29. 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 here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. DEFINITIONS

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

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

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

END OF DOCUMENT

S:\Attorney\BONDS\Bonds - Construction Labor and Materials Bond - Revised 8-26-03 (Document 00620).doc

ACKNOWLEDGMENT

State of California
County of Yolo)

On 04/07/2014 before me, Elizabeth R. Lowrie, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Elizabeth R. Lowrie (Seal)

NNA1 ELIZABETH R. LOWRIE
Commission # 1957638
Notary Public - California
Yolo County
My Comm. Expires Oct 22, 2015 NNA1

ACKNOWLEDGMENT

State of California
County of Sacramento)

On April 4, 2014 before me, Rosalie A. Miszkiel, Notary Public
(insert name and title of the officer)

personally appeared Thomas R. Hucik,
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 _____ **(Seal)**

BMP1 ROSALIE A. MISZKIEL
COMM. #2009058
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. Feb. 28, 2017 BMP1

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn Patton, Rosalie A Miszkiel, P A Gouker, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 9th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of April, 2014.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-4

Date: April 8, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Amendment Number One to Agreement No. A3650S with the Santa Clara Valley Water District (SCVWD) for Stream Bank Erosion Repair Along San Tomas Aquino Creek at the Lake Santa Clara Pump Station Outfall

EXECUTIVE SUMMARY:

Approximately 600 square feet of the eastern stream bank of San Tomas Aquino Creek adjacent to the City's Lake Santa Clara pump station outfall pipe is eroding. The City is fiscally responsible for levee repairs adjacent to storm water outfalls. On April 23, 2013 the City Council approved an agreement with the SCVWD for an amount not to exceed $258,000.00 to administer, design, and execute the repair to the stream bank. A copy of the amendment with the SCVWD has been placed in Council offices for review.

The SCVWD was not able to perform the erosion repair work last summer because construction bids came in significantly above their engineer's estimate and they were unable to obtain a necessary fish passage permit from the United States Army Corps of Engineers. In order to do the work under the SCVWD's FY 14/15 Stream Maintenance Program, the original agreement needs to be amended. The subject Amendment changes the agreement expiration date to October 31, 2014 and the not to exceed amount to $314,000.00.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The erosion repair to the stream bank adjacent to Lake Santa Clara pump station outfall will increase flood protection.

ECONOMIC/FISCAL IMPACT:

The amount paid to the SCVWD to perform the stream bank erosion repairs shall not exceed $314,000.00. Funds are available in the Storm Drain Outfall Reconstruction Program Capital Improvement Project account (535-2921-803300-1835 - $314,000.00).

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute Amendment Number One to Agreement No. A3650S with the Santa Clara Valley Water District (SCVWD) for Stream Bank Erosion Repair Along San Tomas Aquino Creek at the Lake Santa Clara Pump Station Outfall in an amount not to exceed $314,000.

For Rajeev Batra
Director of Public Works/City Engineer

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Availability of Funds:
535-2921-80300-1835 $314,000.00

Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) ***Amendment Number One to Agreement No. A3650S between the City of Santa Clara and the Santa Clara Valley Water District***

AMENDMENT NUMBER ONE TO AGREEMENT NO. A3650S
between the
City of Santa Clara
and the
Santa Clara Valley Water District

This Amendment Number One (hereinafter "Amendment") amends the terms of Agreement No. A3650S (hereinafter "Agreement") between the CITY OF SANTA CLARA (hereinafter "CITY") and the SANTA CLARA VALLEY WATER DISTRICT (hereinafter "DISTRICT"), dated May 22, 2013. Capitalized terms not otherwise defined will have the meaning set forth in the Agreement.

RECITALS

WHEREAS, DISTRICT and CITY entered into the above-referenced Agreement for the purposes of repairing existing erosion and preventing further erosion of a portion of the east bank of the San Tomas Aquino Creek owned by DISTRICT, especially the levee bank adjacent to CITY's Lake Santa Clara pump station outfall (PROJECT); and

WHEREAS, as stated in Section 2.1.4 of the Agreement, DISTRICT and CITY anticipated that the PROJECT would be performed by DISTRICT prior to October 31, 2013; and

WHEREAS, although DISTRICT used its best efforts to meet the schedule for completing the PROJECT, DISTRICT determined the schedule could not be met. DISTRICT and CITY have negotiated a revised schedule for DISTRICT to perform the PROJECT and agree to amend the Agreement as stated in this Amendment Number One.
NOW THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding any provision to the contrary stated in the Agreement, CITY and DISTRICT hereby agree to amend the Agreement as follows:

1. Revise Section 2.1.4 by deleting "October 31, 2013" and replacing with "October 31, 2014."

2. Revise Section 3.1 by deleting "$258,000" and replacing with "$314,000."

3. Except as modified by this Amendment Number One, all other terms and conditions of the original Agreement not otherwise amended herein remain in full force and effect.

(remainder of page intentionally left blank; signatures follow on next page)

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NUMBER ONE THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

IN WITNESS WHEREOF, the parties have executed this Amendment Number One to Agreement No. A3650S the day and year set forth below.

CITY:

CITY OF SANTA CLARA, a chartered California municipal corporation

By: _____ Date: _____
Julio J. Fuentes, City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Richard E. Nosky, Jr., City Attorney

ATTEST:

By: _____ Date: _____
Rod Diridon, Jr., City Clerk

DISTRICT:

SANTA CLARA VALLEY WATER DISTRICT, a special district

By: _____ Date: _____
Beau Goldie, Chief Executive Officer

APPROVED AS TO FORM:

By: _____ Date: _____
Leslie Orta,
Senior Assistant District Counsel

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-5

Santa Clara All-America City 2001

Date: April 22, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Approval of an Agreement with Tsung-Yen Lin also known as Tom T Y Lin to retain and maintain an existing overhang and portions of an existing building within the City-owned portion of El Camino Real at 3224 El Camino Real (APN 290-63-008; S.C. 18,651)

EXECUTIVE SUMMARY:

In compliance with City Resolution No. 3899 (policy regarding installation of private improvements in the public right-of-way), Tsung-Yen Lin also known as Tom T Y Lin is requesting to retain and maintain an existing overhang and portions of an existing building within the City-owned portion of El Camino Real at 3224 El Camino Real. The property owners agreed to remove said private improvement at their sole cost and expense within sixty (60) days of the date of a written demand from City.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the encroachment will allow the property owners to retain and maintain said improvements within the public right-of-way and proceed with the remodeling of their building while relieving the City of associated liability.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council:

1. Approve the Agreement and Covenant Running with the Land with Tsung-Yen Lin also known as Tom T Y Lin to retain and maintain an existing overhang and portions of an existing building within the City-owned portion of El Camino Real at 3224 El Camino Real (APN 290-63-008; S.C. 18,651); and
2. Authorize the recordation of said Agreement.

For Rajeev Batra
Director of Public Works/City Engineer

APPROVED:

for Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Agreement

I:\ENGINEERING\Draft\WP\Agenda\SC18651 rw enc agn.doc

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE § 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code § 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

AGREEMENT AND COVENANT RUNNING WITH THE LAND TO MAINTAIN A ROOF OVERHANG AND PORTIONS OF A BUILDING WITHIN THE PUBLIC RIGHT-OF-WAY

[Restriction on 3224 El Camino Real, Santa Clara, CA]

This Agreement and Covenant Running with the Land ("Covenant") is made and entered into on this ____ day of _____, 2014 ("Effective Date"), by Tsung-Yen Lin also known as Tom T Y Lin ("Owner"), and the City of Santa Clara, California, a chartered California municipal corporation ("City").

RECITALS

a. WHEREAS, Owner is the sole and exclusive owner of real property commonly known as 3224 El Camino Real in the City of Santa Clara, California, and is shown on the 2013-14 Santa Clara County Property Tax Roll as Assessor's Parcel Nos. 290-63-008 ("Property"). Property is also known as Lot 20 as shown on Tract 7088, which map was filed for record in Book 493 of Maps, at Pages 3 and 4, Santa Clara County Records.

b. WHEREAS, City is the owner of a portion of El Camino Real, a public right-of-way.

c. WHEREAS, Owner wishes to retain portions of an existing building and a roof overhang within said public right-of-way.

d. WHEREFORE, the Parties enter into the following Covenant:

COVENANT

1. Owner proposes to retain and City agrees to permit certain existing private improvements ("Improvements") in the street right-of-way described and limited to the following:

A roof overhang encroaching 6'-6" and portions of a building encroaching 2'-4" into the City-owned portion of El Camino Real. The boundary of

Improvements encroachment is shown on Exhibit "A", attached hereto and incorporated herein by this reference.

2. Owner shall maintain, at Owner's expense, Improvements in a safe condition in compliance with City ordinances, rules, regulations, and such terms and conditions as all of the aforesaid are required by City from time to time. City approval of Improvements does not constitute approval on behalf of public utility companies. Approval of public utility companies shall be obtained separately by Owner. If, in the future, Improvements are removed, the area they are removed from shall be left in a safe condition. Removal shall be at Owner's expense and performed under an Encroachment Permit issued by City.

3. In the event Property is redeveloped and said Improvements are reconstructed, no portion of the new private structure shall be allowed within the public right of way.

4. Owner shall permit public utility companies, the City, and their respective officers, employees, and agents to enter upon Property so that there is access to the street right-of-way for the purpose of installation, modification, repair, maintenance, removal or replacement of utility companies and City owned public improvements, facilities or properties situated in the street right-of-way. Owner waives any and all claims for damages or liabilities in connection therewith for property damages incurred as a result of City operations.

5. Owner shall pay City for any damages to City owned facilities caused by the construction or maintenance done by Owner in the street right-of-way. Payment to City shall be made within sixty (60) calendar days of said demand.

6. Owner shall modify, maintain, repair, or remove within sixty (60) days of a written demand of the City Engineer (or designee) at no cost to the City, Improvements (or portion thereof) which prohibits or interferes with the City's ability to maintain, repair, or replace its public facilities located in the street right-of-way. If owner fails to modify, maintain, repair, or remove Improvements (or portion thereof) within the time frame stated in the written demand of City, City shall cause the work to be done and bill Owner for any and all costs, fees, and expenses related to said work. Payment to City shall be made within sixty (60) calendar days of said demand for payment.

7. If Owner fails to pay City for damage to City facilities or for City caused work the Owner failed to perform upon City demand, City may enforce this Covenant in any manner allowed by law including a levy against the Property.

8. Owner shall defend, indemnify and hold harmless the City, its council, officers, employees, agents, successors and assign from any claims, demands, loss, liability, injury, damage, expense or cost (including reasonable attorney's fees) however same may be caused, which may be sustained, incurred, or asserted against City because of and/or arising from this Agreement, including but not limited to claims for design defect and/or dangerous condition of public property.

9. As used herein, street right-of-way includes not only the roadway traveled by vehicles but the curb and gutter, sidewalk and area between and beyond the sidewalk, if any, to the private property lines or exterior line of right-of-way easements.

10. Each and every covenant made by Owner and/or City in this Covenant is made for the direct benefit of the respective lands described above or the interests in such lands held by the Parties, their heirs, assigns and/or successors in interest, and shall run with said respective lands or interest in lands, and if applicable, the responsibilities and burdens thereof are imposed on and shall run with said respective lands or interest in lands held by the Parties, their heirs, assigns and successors in interest.

11. The lands of Owner which are burdened by this covenant and which will have the responsibility and burden for the modification, maintenance, repair, or removal of the Improvements is the above mentioned Property.

12. The land of City which is benefited by the covenants included in this Agreement is the City-owned portion of El Camino Real, a public right-of-way.

13. Enforcement, either to restrain violation or to recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant created through this Agreement.

14. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. Owner represents and warrants to City that they are the owner(s) of Property at the time of their signature hereto, and have the authority to enter into this Covenant and the covenants contained herein, and grant such interests as are necessary to effectuate this Covenant.

16. Wherever the term "Owner" is used, it shall refer collectively to the Owner(s) signing this Covenant, and/or Owner's assigns and successors in interest. City and Owner may be referred to herein collectively as the "Parties" or individually as a "Party". It is the express intent of the Parties hereto to have the benefits and burdens of this covenant run with the land.

[The last paragraph, Paragraph 16, concerning recordation of this Covenant, and the signature blocks are on page 4]

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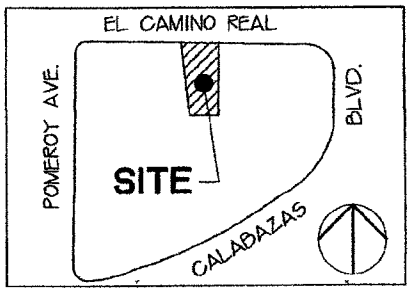
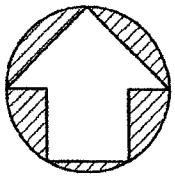


LOCATION MAP

NTS



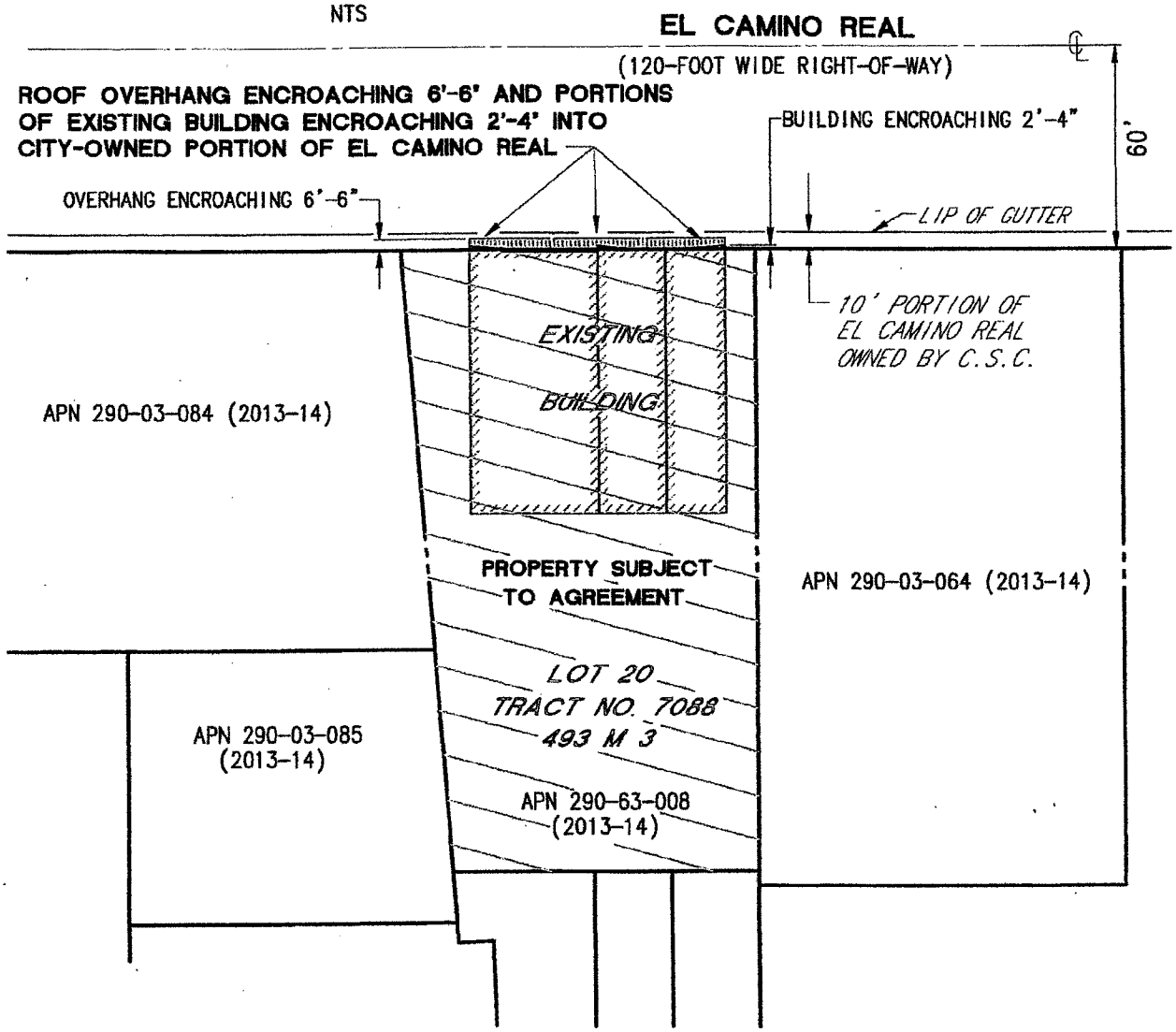


EXHIBIT A

K:\...\AUTOCAD\LPD\NELSON\SC18651 rw enc.DWG			
Revised		CITY OF SANTA CLARA	Scale 1" = 50'
Drawn By ND	01-06-14		
Checked By R. Santos	01-07-14	AGREEMENT AND COVENANT RUNNING WITH THE LAND	Ref. SC 18,651
Approved By G. Gomez	Date 01-21-14	(ROOF OVERHANG AND PORTIONS OF BUILDING ENCROACHING INTO R/W)	
RAJEEV BATRA		3224 EL CAMINO REAL	Tracing No. 12,003-A
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER			

12,003-A

17. This Covenant shall be recorded by City in the Office of the County Recorder of Santa Clara County.

The Parties acknowledge and accept the terms and conditions of this Covenant as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Covenant shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered municipal corporation

JULIO J. FUENTES
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 408/615-2210
Fax Number: 408/241-6771

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

By: _____
Tsung-Yen Lin
also known an Tom T Y Lin

SEE ATTACHED NOTARY CERTIFICATE

By: _____
Kim Feng Wu Lin

Mailing Address: 3232 El Camino Real
Santa Clara CA 95051

Phone #: 408 984 5375 Fax #: 408 984 0162

"OWNER" [APN 290-63-008 (2013-14)]

ALL LEGAL OWNER(S) OF PROPERTY MUST SIGN THIS DOCUMENT. IF OWNER(S) IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.

ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE OWNER(S).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Santa Clara

On February 17th 2014 before me, Shane Hunton, Notary Public, personally appeared Tom T. Y. Lin

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/th~~ey executed the same in his/~~her/th~~eir authorized capacity(~~ies~~), and that by his/~~her/th~~eir 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 the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

SHANE HUNTON
COMM. #1964005
Notary Public - California
Santa Clara County
My Comm. Expires Dec. 25, 2015

WITNESS my hand and official seal. Shane Hunton

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7C-1

Santa Clara All-America City 2001

Date: April 14, 2014

To: City Manager for Council Information

From: City Clerk/City Auditor

Subject: Paperless City Council Agenda Packet

Beginning with the April 22nd, 2014 meeting, the City Council and key department heads will proceed with an electronic "paperless" agenda packet. It is estimated that nearly 85,000 sheets of paper photocopies will be saved on an annual basis. To put this into a practical context, if each sheet of paper was laid end-to-end, this would be the equivalent of just over 216 football fields in length.

The City Council has made consistent efforts to foster environmentally sustainable government practices. Additionally, cities throughout California have been asked to reduce waste at the source. As a general practice, using less paper allows for the reduction of fossil fuel and water use, and less greenhouse gas created by the production, shipping and recycling of paper. It also conserves forest resources, which absorb carbon dioxide, produce oxygen, and provide habitat for wildlife.

An electronic agenda format also provides a number of user efficiencies such as quicker retrieval of individual agenda reports, ease of reviewing lengthy documents, search capability for key words, and allows for a more efficient way to distribute the agenda packet. The public's ability to view agenda reports individually through the City's website has also been expanded to allow the entire agenda packet to be downloaded in a single PDF document.

It should be noted that the significant effort spent testing and implementing the project was a multi-departmental project including the IT Department, City Attorney's Office, City Manager's Office and City Clerk's Office. Great attention was devoted to ensure the functionality of a paperless agenda packet and the integrity of the public record.

Rod Diridon, Jr.
City Clerk/City Auditor

APPROVED:

Shila A. Zucker

for Julio J. Fuentes
City Manager

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # MD-1

Santa Clara All-America City 2001

Date: March 31, 2014

To: City Manager for Council Information

From: Director of Planning and Inspection

Subject: Note and File: Planning Commission Minutes of January 15, 2014

On February 12, 2014, the Planning Commission approved its Minutes of January 15, 2014. 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) Planning Commission Minutes of January 15, 2014

I:\PLANNING\Templates and Exhibits\Agendas and Minutes\Minutes Agenda Report.doc

City of Santa Clara

PLANNING COMMISSION MEETING MINUTES

Wednesday, January 15, 2014 – 7:00 P.M.

CITY COUNCIL CHAMBERS
1500 Warburton Avenue
Santa Clara, CA 95050

Please refer to the Planning Commission Procedural Items coversheet 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 Planning Commission agenda will be scheduled for Council review following the conclusion of hearings and recommendations by the Planning 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:

- **Item 8.A.**: File No. PLN2013-10117, Location: 1277 Lafayette Street/APN: 269-05-062; Rezoning from R1-6L (Single Family) to PD (Planned Development) allowing a second dwelling unit; and,
- **Item 8.C.**: File No. PLN2013-09854, Location: 865 Pomeroy Avenue/APN 290-23-052 Rezone from Moderate Density Multiple Dwelling (R3-25D) to Planned Development (PD) to allow a 20 unit apartment building;
- **Item 8.D.**: File No.(s) PLN2013-09776 / CEQ2013-01164, Location: 2121 Laurelwood Road, Rezone from Planned Development (PD) to Light Industrial (ML) allowing a self storage and U-Haul facility;
- **Item 8.E.**: File No. PLN2014-10203, Location: City-wide, Amendment to the Planned Development Zoning Ordinance, Title 18, Chapter 18.54 of the Code of the City of Santa Clara

1. PLEDGE OF ALLEGIANCE and STATEMENT OF VALUES

Chair Champeny initiated the Pledge of Allegiance, and the Statement of Values was read.

2. ROLL CALL

The following Commissioners responded to roll call: Chair Ian Champeny, Raj Chahal, Deborah Costa, Yuki Ikezi, Steve Kelly, and Keith Stattenfield. Commissioner Sweeney was excused.

Staff present were Director of Planning and Inspection Kevin Riley, City Planner Steve Lynch, Development Review Officer Gloria Sciara, Assistant City Attorney Alexander Abbe, Associate Planner Debby Fernandez, Assistant Planner II Shaun Lacey, and Office Specialist IV Megan Zimmershead.

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.

4. DECLARATION OF COMMISSION PROCEDURES

Chair Champeny reviewed the Planning Commission procedures for those present.

5. REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES

A. Withdrawals - None
B. Continuances without a hearing – None
C. Exceptions (requests for agenda items to be taken out of order) - None

6. ORAL PETITIONS/ ANNOUNCEMENTS AND COMMUNICATIONS

Members of the public may briefly address the Commission on any item not on the agenda.

Sarah Doty, Santa Clara resident, requested placement on the Agenda to discuss residential construction hours. The Commission, Staff and Ms. Doty discussed the current guidelines and hours related to residential construction hours. Staff noted that the City Council would be the appropriate body to initiate review of the current policy and that the Planning Commission could only make recommendation on the topic at the request of the City Council.

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 Planning 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 Planning Commission meeting when the Chair calls for these requests during the Consent Calendar review. Items listed on the Consent Calendar with associated file numbers constitute Public Hearing items.

7.A. Planning Commission Minutes of December 10, 2013

Motion/Action: The Commission motioned to approve the Minutes of December 10, 2013, (6-0-1-0, Sweeney absent).

7.B.	**File No.(s):**	**PLN2013-10095**
	Location:	3127 Mission College Boulevard, APN: 104-16-112
	Applicant/Owner:	Tomatina Restaurant/Lakha Properties Santa Clara, LLC
	Request:	**Amendment of Use Permit** to expand sales and service from a Type 41 ABC License (beer and wine) to Type 47 ABC License (distilled alcoholic beverages), and to increase allowable indoor seating from 97 seats to 116 seats and outdoor seating from 12 seats to 16 seats
	CEQA Determination:	Categorical Exemption per section 15301, Class 1 Existing Facilities
	Project Planner:	Jeff Schwilk, AICP, Associate Planner
	Staff Recommendation:	**Approve, subject to conditions**

The Commission inquired if the Use Permit Amendment would necessitate any changes to the parking plan for the Mercado shopping center. Staff indicated that the Planned Development includes a parking plan that does not specifically allocate spaces to each retail space, but rather the entire shopping center. A parking analysis would be done only if an alteration to the

building was done.

Motion/Action: The Commission motioned to approve the Use Permit Amendment for the property located at 3127 Mission College Boulevard, (6-0-1-0, Sweeney absent).

7.C.	**File No.(s)**:	**PLN2013-10131**
	Location:	3948 Rivermark Plaza, APN 097-08-105
	Applicant/Owner:	Jarrod Cooper/RMV Holdings, Inc.
	Request:	**Use Permit** to allow the service of beer and wine sales (ABC License Type 41) at a proposed Smashburger restaurant within an existing commercial building
	CEQA Determination:	Categorical Exemption per section 15301, Class 1 Existing Facilities
	Project Planner:	Shaun Lacey, AICP, Assistant Planner II
	Staff Recommendation:	**Approve, subject to conditions**

The Commission inquired if approval of the Use Permit would necessitate any changes to the parking plan for the Rivermark shopping center. Staff indicated that the Planned Development includes a parking plan that does not specifically allocate spaces to each retail space, but rather the entire shopping center. A parking analysis would be done only if an alteration to the building was done.

Motion/Action: The Commission motioned to approve the Use Permit for the property located at 3948 Rivermark Plaza (6-0-1-0, Sweeney absent) with the following added condition:
1. Full menu food service shall be available during all hours that the restaurant is open and alcoholic beverages are served.

**********END OF CONSENT CALENDAR**********

8. PUBLIC HEARING ITEMS

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.

8.B.	**File No.(s):**	**PLN2013-10134**
	Location:	2919 Mead Avenue, APN 216-28-089
	Applicant/Owner:	Walter Friedrich / PPF Orchard Industrial
	Request:	**Use Permit** to allow indoor play structure facility
	CEQA Determination:	Categorical Exemption per section 15301, Class 1 Existing Facilities
	Project Planner:	Shaun Lacey, AICP, Assistant Planner II
	Staff Recommendation:	**Approve, subject to conditions**

Notice: The notice of public hearing for Item 8.B. was posted and mailed to property owners within 300 feet of the project site.

Discussion: Shaun Lacey gave a brief presentation on the project.

The Commission inquired about the shelter in place program. Staff noted that the program is managed by the Fire Department and that the property is in compliance with the requirements.

The Commission noted that the parking for the area seems to be sufficient for the proposal, but expressed concern that the parking was not clearly identified on the plans.

The Public Hearing was opened and closed with no public comments received.

Motion/Action: The Commission motioned to adopt a resolution approving the Use Permit for property located at 2919 Mead Avenue unanimously (6-0-1-0, Sweeney absent).

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 Quince and Pomeroy 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.

8.D.	**File No.(s):**	**PLN2013-09776 / CEQ2013-01164**
	Location:	2121 Laurelwood Road/ APN: 104-14-153
	Applicant/Owner:	Jim Lorimer/ SPI Holdings, Inc.
	Request:	**Rezone** from Planned Development (PD) to Light Industrial (ML); Use Permit to allow conversion and expansion of an existing legal nonconforming commercial warehouse use to a self storage facility with outdoor vehicle storage and leasing in conjunction with a reduced minimum on-site parking requirement.
	CEQA Determination:	Mitigated Negative Declaration
	Project Planner:	Debby Fernandez, Associate Planner
	Staff Recommendation:	**Recommend Denial to the City Council**

Notice: The notice of public hearing for Item 8.D. was posted and mailed to property owners within 500 feet of the project site. Commissioners Champeny, Chahal, Costa, and Kelly disclosed a meeting with the applicant.

Discussion: Debby Fernandez gave a brief presentation on the project.

The Commission confirmed that the Planned Development (PD) zoning will expire at the end of 2014.

Jim Lorimer, applicant, gave a presentation on the project. Mr. Lorimer noted that while the zoning is set to expire, the intent is to expedite that process. It was added that the previously approved proposal has been heavily marketed with no indication of any prospective tenants and that U-Haul is ready to sign a lease agreement which will allow the applicant to move forward with sidewalk and landscape improvements.

The Commission confirmed that the Use Permit is necessary for outdoor storage of vehicles.

The Public Hearing was opened.

Rob Shannon, real estate professional, stated that the project location was ideal for what had previously been approved; however, too many other new developments were constructed at the same time making development of the proposal for this project site infeasible. Mr. Shannon added that U-Haul is a low impact project, but it's what is available in the current market and is an improvement to the current conditions.

Sarah Doty, Santa Clara resident, stated that zoning waivers are regularly granted for properties in the City and that this proposal was appropriate for the location.

Kevin Moore, Santa Clara resident, stated that not all properties can host big office buildings and that smaller projects need to be scattered in between. Mr. Moore added that the improvements provide benefit to the area and that the current proposal provides a quality use for a number of years.

James Rowen, Santa Clara resident, stated that a bird in the hand is worth two in the bush and urged the Commission to approve the Use Permit.

The Public Hearing was closed.

The Commission noted that the previous proposal provided excellent development potential, but that the current market had no demand for the project. The Commission stated that while the current proposal may not maximize the project site's full potential, it definitely provides an improvement to the status quo and provides a quality project.

Motion/Action: The Commission motioned to recommend that the City Council approve the Mitigated Negative Declaration for the property located at 2121 Laurelwood Road unanimously (6-0-1-0, Sweeney absent).

A motion to recommend approval of the rezone was discussed. The Commission noted that the PD zoning would expire in eight months regardless of action taken at this public hearing. The Commission confirmed that the project site has sufficient parking.

Motion/Action: The Commission motioned to recommend that the City Council approve the rezone of the property located at 2121 Laurelwood Road from Planned Development (PD) to Light Industrial (ML) unanimously (6-0-1-0, Sweeney absent).

Motion/Action: The Commission motioned to recommend that the Council approve the Use Permit for property located at 2121 Laurelwood Road unanimously (6-0-1-0, Sweeney absent).

It was noted that because the project was brought forward to Public Hearing with resolutions to recommend denial of the project, new resolutions recommending approval would be drafted and presented to the Commission for approval at its next regularly scheduled meeting.

8.E.	**File No.(s):**	**PLN2014-10203**
	Location:	City-Wide
	Applicant/Owner:	City of Santa Clara
	Request:	Amendment to the Planned Development Zoning Ordinance, Title 18, Chapter 18.54 of the Code of the City of Santa Clara
	CEQA Determination:	Exempt pursuant to CEQA Guidelines Section 15061(b)(3)
	Project Planner:	Yen Chen, Associate Planner
	Staff Recommendation:	**Recommend City Council Approval**

Notice: The notice of public hearing for Item 8.E. was published in the newspaper.

Discussion: Alexander Abbe gave a brief presentation on the project.

The Public Hearing was opened.

Sarah Doty, Santa Clara resident, stated that she was not in favor of the revised language and does not want waivers for setbacks, building heights, or other standard requirements for properties in the Old Quad neighborhood. Ms. Doty added that the Amendment looked applicable to office developments and the stadium project, but not single family homes and wants neighborhoods to keep residential R1 zoning.

The Public Hearing was closed.

The Commission discussed the proposed amendment and noted that it provides flexibility in all facets of the zoning code to address unique property needs. It was noted that the amendment was needed to help the City allow flexibility with an outdated Zoning Code while still maintaining legal defensibility for zoning actions related to Planned Developments.

The Commission discussed the language pertaining to General Plan conformity and the concern that the Code will not require strict conformance. Staff noted that the language provides flexibility to be able to approve projects that are good for the City but might not exactly match the General Plan. It was also noted that the flexibility is needed when policy documents such as the General Plan become out of date.

The Commission deliberated on the benefits of having flexibility versus the concerns of having subjective language as part of the Zoning Code. It was noted that each individual property and proposal is considered unique and that careful consideration should be applied in each and every application to make sure the flexibility is utilized in the best interests of the City.

Motion/Action: The Commission motioned to adopt a resolution recommending that the City Council approve Amendment to the Planned Development Zoning Ordinance, Title 18, Chapter 18.54 of the Code of the City of Santa Clara (5-1-1-0, Champeny dissenting, Sweeney absent).

OTHER BUSINESS

9.A. Commission Procedures and Staff Communications

i. Announcements/Other Items

ii. Report of the Director of Planning and Inspection

- City Council Action

iii. Commission/Board Liaison and Committee Reports

- Architectural Committee: Commissioners Stattenfield and Chahal

- Station Area Plan: Commissioner Champeny
- General Plan sub-Committee: Commissioners Champeny and Ikezi
- Historic Preservation Ordinance Committee: Commissioners Chahal and Ikezi

iv. Commission Activities

- Commissioner Travel and Training Reports; Requests to Attend Training
- Planning Commissioners Academy: Commissioner Kelly
- APA National Conference: Commissioners Chahal, Champeny, and Ikezi

v. Follow-ups to Planning Commission Action/Requests

- Miscellaneous

vi. Upcoming agenda items

10. ADJOURNMENT

The meeting adjourned at 11:34 p.m. The next regular Planning Commission meeting will be held on Wednesday, February 12, 2014, at 7:00 p.m.

Prepared by: _____
Megan Zimmershead
Office Specialist IV

Approved: _____
Kevin L. Riley
Director of Planning & Inspection

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Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 70-2

Santa Clara All-America City 2001

Date: April 1, 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 AGENDA

Thursday, December 5, 2013 – 7:00 P.M.

COUNCIL CHAMBERS
1500 Warburton Avenue
Santa Clara, CA 95050

Please refer to the Historical and Landmarks Commission Procedural Items guideline for information on all procedural matters.

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

2. ROLL CALL

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.

4. DECLARATION OF COMMISSION PROCEDURES

5. REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES

A. Withdrawals
B. Continuances
C. Exceptions (requests for agenda items to be taken out of order)

6. ORAL PETITIONS/ANNOUNCEMENTS AND COMMUNICATIONS

Members of the public may briefly address the Commission on any item not on the agenda.

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.

**********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**

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**

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**

9. OTHER BUSINESS

9.A. Commission Procedures and Staff Communications

i. Announcements/Other Items

- Draft CLG Annual Report 2013-2013 covers period October 1, 2012 thru September 30, 2013 – Due 12/31/2013
- Election of Commission Officers
- Update to the Historic Preservation and Resource Inventory, and Heritage Tree Inventory (General Plan 8.9 & 8.10)
- Update on 1091 Harrison Street (verbal update)
- Monthly Report on HT properties: Residential reversions (verbal update)
- Annual report on matter of document retention (verbal update)

ii. **Report of the Liaison from the Planning and Inspection Department**
- City Council and Planning Commission Actions (verbal update)

iii. **Commission/Board Liaison and Committee Reports**
- Santa Clara Arts and Historic Consortium (McKee / Vacant 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 / Johns as alternate)
- Architectural Committee (Mahan / Johns as alternate)
- Agnews Historic Cemetery Museum Committee (Vacant / Luckinbill as alternate)
- BART/ High Speed Rail/ VTA BRT Committee (Johns / McKee as alternate)
- Zoning Ordinance Update (Motyka / Vacant as Alternate)
- Preservation Ordinance Ad-hoc Committee (Motyka and Mahan / Luckinbill and McKee as alternate)
- Sesquicentennial Celebration (Mahan / Johns as alternate)

iv. **Commission Activities**
- Commissioner Travel and Training Reports

v. **Upcoming Agenda Items**
- Tour of the City's Mackay neighborhoods – February 2014
- Technical Review of Resources for Maywood Tract – March 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

Adjourn. 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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04/22/14

7D-3

CULTURAL COMMISSION

City of Santa Clara

Minutes of the February 3, 2014 Meeting

Commissioners Present:	Chair Fatima Fagundes, Loretta Beavers, Eversley Forte, Kent Neal, Kathleen Ryan and Carolyn Schuk
Commissioners Absent:	Excused: Commissioners Bunny Lockwood, Unexcused: Dave Leon and Barbara Stahl
Staff Liaison:	Yvonne Galletta
Visitors:	Triton Museum Executive Director Jill Meyers Emily Ray Molly Barber

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MATTERS FOR COUNCIL ACTION – None.

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1. Call to Order and Roll Call: The meeting was called to order at 7:08 p.m.

2. Approval of previous Minutes for November 4, 2013 and December 2, 2013; Commissioner Leon is recording secretary and had not submitted draft minutes for the meetings held.

3. Public Presentations

   a. Santa Clara Sister Cities Association – Attached report.

4. Correspondence & Announcements

   a. Mission Chamber Orchestra: Working to set up a monthly event at Triton Museum. First trial event will be June 6. Sister Cities approached to sell refreshments.

5. New Business:

   a. Santa Clara Players – Request for funding from recent performance: Santa Clara Players: Presented budgets for The Christmas Mouse, and Four Weddings and an Elvis. Funding: M/S/C. Next production will be Arsenic and Old Lace.

   b. Santa Clara Ballet Assn – Request for Funding from Recent Production: No representative at the meeting.

   c. Santa Clara Chorale – Request for Payment from Recent Performance

   d. Budget Preparation –

      1) Commission to Review Funded Events for 2014-2015: Budgets due in May. Possibility of a special budget meeting that includes long-range planning proposed:

6. Unfinished Business:

a. Utility Box Art Program-Update: Staff turnover caused delays in process of setting up.

b. Indoor Sculpture Show 2014 Spring Themed Art Exhibit: Staff emailed details to commissioners.

c. Street Dance 2014 – Status (Committee Chair Forte/Commissioner Ryan): Forte is investigating bands. Additional types of entertainment discussed.

d. Banner Program – Art in the Air (Committee Chairs Fagundes/Beavers): Budget allows for perhaps 10 new banners. Staff will get process started.

7. Triton Museum Board Meetings – Next Board Meetings – February 20, 2014 at 4:30 p.m.

   a. 2014 Board Meeting Sign-up for Commissioners: Commissioners signed up for various meetings.

8. Commissioner Reports

   - Schuk requests information on Southern California cultural events for ideas.
   - Neal will investigate local restaurant participation in the Summer Concert Series. Staff will investigate food truck logistics. Forte will also work on Summer Concert Series.
   - Schuk explains the local Showtime event, which happens the first weekend of March for the Commissioners.
   - Neal attended the Tree Lighting. Many local groups participated. He and his wife enjoyed it.

9. Meeting adjourned at 9 p.m. Next meeting: March 3, 2014 at 7:00 p.m.

Respectfully submitted,

Loretta Beavers

Loretta Beavers
Acting Secretary

Attachment

4/22/14

MD-4

City of Santa Clara
MARKETING COMMITTEE MINUTES
Wednesday, March 19, 2014, 4 p.m.
Central Park Library

Attendees:

Organization	Name
City of Santa Clara	Debi Davis, Chair Julio Fuentes Sheila Tucker Dan Beerman Gaurav Garg Stuart Grooby Larry Owens
Santa Clara Unified School District	Stanley Rose III
Santa Clara Convention Center	Lisa Moreno
Santa Clara Convention-Visitors Bureau	David Andre
Santa Clara Chamber of Commerce & Convention-Visitors Bureau	Annette Manhart
Santa Clara University	Butch Coyne
California's Great America	Kent Russell
The Plaza Suites	JP Rollet
Hilton Santa Clara	Erich Smith
HBR Community Partners	Chris Greene

GUESTS:
Juan Carlos, Harvard Business School
Carolyn Schuk, Santa Clara Weekly
Jill Meyers, General Manager Triton Museum
Star Contreras

Matters for Council Action: None

1. **Welcome and Introductions**
   The meeting was called to order at 4:06 p.m. by Chair Davis. Chair Davis invited attendees to introduce themselves and give a brief update on the organization they represent on the Committee.
   - Stuart Grooby noted that a link to the City's Facebook page would be emailed to the Committee Members.
   - Chair Davis informed the Committee that the Franklin Mall Post Office will remain open and is no longer slated for permanent closure.
   - Larry Owens indicated that Silicon Valley Power (SVP) is evaluating proposals for a marketing consultant.
   - Gaurav Garg gave an update on the Emerge Santa Clara webpage, noting that it is still a

draft page but will be going live soon.

- Sheila Tucker informed the Committee that two public meetings have been scheduled to engage the community on their opinions about the City's unique attributes. In addition, an online portal, Open City Hall on the City's web-site was launched to invite perspectives online.
- Butch Coyne noted that Sana Clara University (SCU) is attempting to reach more community members through its webpage *SCUPresents.org*. Mr. Coyne indicated that the site promotes the arts and entertainment programs with a goal of integrating the University with the community.
- Erich Smith noted that the Tax Improvement District (TID) will hold a board meeting in April and will discuss a potential increase in funding.
- Annette Manhart stated that the Santa Clara Chamber of Commerce & Convention-Visitors Bureau is working with the hotels in the TID and that there will be an internal marketing meeting to discuss new ides to bring more meetings, events, and people to Santa Clara.
- Lisa Moreno added that the Santa Clara Convention Center is working to build investment money into future contracts to help fund improvements to the convention center.
- David Andre noted that the date for Super Bowl L will likely be released next week. Mr. Andre added that the Bureau is working with Levi's Stadium on upcoming meetings and events and that the *Visit California* publication will soon feature Levi's Stadium. Mr. Andre also noted that the Bureau is updating the *SantaClara.org* website, including the virtual tour feature.
- Kent Russell announced that California's Great America would have its season opener on March 29, 2014, and that work on the Pavilion is underway with a target completion estimate of late July.

2. **Branding: What is it and why is it important?**

Sheila Tucker introduced Juan Carlos of the Harvard Business School who gave a presentation on branding (see Attachment A). The presentation focused on the following highlights:

- A brand represents the essence of what an organization is and pronounces "who you are."
- If your space is crowded by many similar organizations, you need to make yourself stand out so that you are not lost in the crowd.
- Research is necessary to establish a foundation to build upon for marketing.
- A brand has to be unique and different in order to be a successful identifier.
- A brand should tell a story that is relatable to the target audience.
- If people can relate to your story, it forms an emotional bond that attracts people to your brand.
- A brand should give a reason why your organization is the one to choose, and not give a reason to question the brand.
- If a brand "fits", it will act like a compass and always point the organization in the right direction.
- A good brand is efficient and effective with all its moving parts working together.
- A brand's "soul" broadcasts an organization's culture, message, people, and what it has to offer.
- A brand is a single, enduring idea that tells the story of who you are; it is not a guess or wishful thinking of who you would like to be.
- A brand must find the balance between being relevant and being different.

- The branding process involves four main phases:
    1. Discovery – What does everyone say about Santa Clara, what do they do in Santa Clara, where do they go?
    2. Positioning – What is the "pain" we are solving, who has the "pain", and how is it solved in a unique way?
    3. Defining the Brand "Soul."
    4. The brand Story will follow.

The Committee engaged in discussion about how to build upon the brand that Santa Clara has naturally acquired over the years. It was noted that it is important to make sure Santa Clara is seen as more than just where Levi's Stadium is, but also to use that perception as a building block to enhance Santa Clara's overall brand. Julio Fuentes added that Santa Clara is an innovative City that is always progressing and that our brand will reflect those qualities.

3. **Santa Clara's Marketing & Branding Strategy & High Level Schedule**
Sheila Tucker presented a high level overview of the timeline and schedule. See Attachment B. It was noted that a consultant will be hired to assist with positioning and the development of a tagline and logo. The Harvard Business Partners group is helping with the initial research and development and will present findings to the City Council in May, at which point the hired consultant will begin work. It is anticipated that the Marketing Committee will continue to meet monthly and that the Committee will make a recommendation for Council action in fall, 2014. The cost of the positioning and development phases is anticipated to be $45,000 to $50,000, and the cost of implementation will depend on the extent the City chooses to market itself.

4. **Harvard Business School Alumni Community Partners Project Update**
Chris Greene stated that stakeholder interviews are underway and that the interviews have been going well. Butch Coyne inquired about the composition of the stakeholders list and requested that representatives from ethic groups be added to the list. It was noted that Maria Ricardo might be a good contact for the Portuguese community.

5. **Marketing & Branding Updates**
Chair Debi Davis stated that she had met with a representative from the *Silicon Valley Business Journal* to discuss a 16-page supplement that would include a stadium update, employer profiles, development update, and other facts about Santa Clara. The cost is unknown at this time. The Committee discussed the timing of the publication in context of the opening of Levi's Stadium. It was noted that the stadium opening will command a great amount of media attention and that the publication promoting Santa Clara might get lost in the excitement of the Stadium. It was recommended that the publication run after the first few events have taken place at the Stadium so that the City can capitalize on the media presence the Stadium brings while not competing for the spotlight.

Julio Fuentes stated that Santa Clara is home to wonderful businesses and a community that harnesses a "can-do" spirit. It was noted that businesses go where they are wanted and stay where they are appreciated, and Santa Clara appreciates and takes care of its businesses. Chris Greene added that Santa Clara has a great opportunity to have growth and development while keeping its historic core intact.

6. **Public Presentations**
Carolyn Schuk, Santa Clara Weekly, requested that local committees be included in the list of stakeholders. Ms. Schuk began her presentation to the Committee stating that support

and funding of the arts is imperative and gave examples of successful programs in Pennsylvania and Oregon. Ms. Schuk noted that art programs and events can drive revenue and business and that Santa Clara is not capitalizing on that opportunity; failure to do so will leave Santa Clara out of potential revenues, visitors, and branding opportunities.

The Committee invited Jill Meyers, the Executive Director of the Triton Museum to participate on the Committee.

7. **Adjournment**
   Meeting adjourned at 6:04 p.m.

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 8A

Santa Clara All-America City 2001

Date: April 15, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Public Hearing: Tentative Parcel Map Application for a Two-Lot Subdivision Located at 777 Lawrence Expressway:
1. Adopt Resolution to Approve a Tentative Parcel Map; and
2. Make Determination that Project is Categorically Exempt from CEQA under Guidelines 15315 (Class 15 – Minor Land Divisions) (PLN2013-10116)

EXECUTIVE SUMMARY:

This is a Tentative Parcel Map application to subdivide one parcel into two lots located in the Lawrence Station Shopping Center at 777 Lawrence Expressway. Pursuant to SCCC Sec. 17.05.400, the project is referred to the City Council for action following Subdivision Committee review. The Subdivision Committee deemed the application complete at its April 1, 2014 meeting.

The existing property is a two-acre site within the shopping center. The site is zoned Community Commercial (CC). Access to the property is served by two existing driveways along the northbound lanes of Lawrence Expressway. The parcel is currently occupied by a 20,000 square-foot building currently being used as a dialysis center (DaVita Dialysis) and a personal service (D1 Sports Training). The remainder of the property is occupied by a parking lot that serves a variety of businesses within the shopping center.

The project proposes to subdivide the two-acre parcel into two lots. Parcel A, as shown on the Tentative Parcel Map is 0.60 acres, while Parcel B is 1.4 acres. The two new lots resulting from the subdivision meet or exceed the lot standards prescribed for the CC zoning district, in that each property will be larger than the minimum lot area of 15,000 square feet and wider than the minimum 150 feet of lot width. The existing parking lot would occupy Parcel A, while the existing building and parking lot would occupy Parcel B. No new structures are proposed within the shopping center at this time and the existing parking lot configuration remains intact; however the subdivision would help facilitate future development potential within the shopping center, such as retail or restaurant uses. New development on either parcel would be expected to meet the required development and parking standards pursuant to the CC zoning district. Staff forecasts the potential for approximately 4,000 square feet of retail or restaurant development with approximately 33 parking spaces on Parcel A as a result of the subdivision.

Historically, the shopping center maintained and utilized a Reciprocal Easement Agreement (REA) in which each parcel shared mutually-beneficial access, parking and maintenance agreements. The REA expired last year, making each individual parcel-owner exclusively-responsible for providing appropriate access and parking for the uses associated with them. Notwithstanding the expired REA, the applicant has demonstrated that future development associated with the subdivision will be self-sufficient in meeting the parking requirements (as shown in the attached parking analysis). In addition, the applicant has reached out to other property owners within the shopping district to renew and modify (if necessary) the REA to facilitate future parking needs and development opportunities.

The Tentative Parcel Map includes utility locations across the two parcels. Since the Lawrence Station Shopping Center is comprised of multiple parcels, staff added a condition to work with the applicant on providing a renewed REA prior to recording the Final Map, which will clarify utility installation and maintenance agreements between property owners.

The project is Categorically Exempt under the California Environmental Quality Act Guidelines Section 15315 – Minor Land Divisions. A notice of public hearing for this item was posted within 300 feet of the lot and was mailed to property owners within 300 feet of the project site.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The subdivision maintains consistency with the Neighborhood Mixed Use land use designation outlined in the General Plan, in that it will maintain the potential for pedestrian-oriented development, with a focus on ground-level neighborhood-serving retail along street frontages and residential development on upper floors. The project also is consistent with the CC zoning district, which encourages organized concentration of a wide variety of retail goods and services for the community.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council:

1. Adopt Resolution to Approve a Tentative Parcel Map for 777 Lawrence Expressway; and
2. Make Determination that Project is Categorically Exempt from CEQA under Guidelines 15315 (Class 15 – Minor Land Divisions)

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) ***City Council Tentative Parcel Map Resolution***
2) ***Conditions of Approval***
3) ***Tentative Parcel Map***
4) ***Letter of Intent***
5) ***777 Lawrence Expressway Parking Analysis***
6) ***Conceptual Development Site Plan***

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, TO APPROVE A TENTATIVE PARCEL MAP AT 777 LAWRENCE EXPRESSAY, SANTA CLARA, FOR TWO LOTS

PLN2013-10116 (Tentative Parcel Map)

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

WHEREAS, on November 14, 2013, Charles Smyth ("Applicant") made an application for a Tentative Parcel Map on a two-acre site located at 777 Lawrence Expressway, Santa Clara, California ("Project");

WHEREAS, pursuant to Section 17.05.220 of the Code of the City of Santa Clara ("SCCC"), a tentative parcel map shall be required for all divisions of land into four or fewer parcels;

WHEREAS, on April 1, 2014, the Subdivision Committee determined that the application was complete and that the tentative parcel map be reviewed by the City Council in conformance with Section 17.05.400 of the SCCC as a Tentative Parcel Map;

WHEREAS, the proposal is to subdivide the project into two parcels as shown on Exhibit "Tentative Parcel Map";

WHEREAS, notices of the public hearing on the Tentative Parcel Map were posted and mailed to all property owners within three hundred (300) feet of the proposed Tentative Parcel Map; and

WHEREAS, the City Council has reviewed the Tentative Parcel Map and conducted a public hearing, at which time all interested persons were given an opportunity to provide testimony and the City Council considered all verbal and written evidence.

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

1. That this Resolution incorporates, and by this reference makes a part hereof, that certain Tentative Parcel Map, attached hereto as Exhibit "Tentative Parcel Map".

2. Tentative Parcel Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.400(e), the City Council finds and determines that:

A. The Tentative Parcel Map is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan, in that the Tentative Parcel Map will subdivide the two-acre project site into two parcels under the Neighborhood Mixed Use General Plan land use designation and zoning of Community Commercial (CC).

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan in that the Tentative Parcel Map is subject to the conditions set forth in Exhibit "Conditions of Approval", attached hereto and incorporated by this reference.

C. The site is physically suitable for the proposed type of development, in that there are no proposed physical changes to existing conditions on the property as a result of the subdivision.

D. The site is physically suitable for the proposed intensity of development in that the site is located in an urbanized area and allows for redevelopment consistent with the height, uses and development similar to the surrounding area.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems, in that there are no changes to existing physical conditions as a result of the subdivision.

F. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage, in that the Project is located in an urbanized area in conformance with the General Plan and zoning, all services and access to the proposed parcels to

local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

G. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large or use of property within the proposed subdivision in that the Project is designed to avoid encroachment and conflicts with public easements in the site design.

3. Based on the findings set forth in this Resolution and the evidence in the Agenda Report and such other evidence as received at the public hearings on this matter before the City Council, the City Council hereby approves the Tentative Parcel Map, substantially in the form on file as shown in Exhibit "Tentative Parcel Map", subject to the conditions of approval, attached as Exhibit "Conditions of Approval".

4. 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.

5. 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. Exhibit "Tentative Parcel Map"
2. Exhibit "Conditions of Approval"

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. Prior to recordation of the final map, the applicant shall provide a recorded copy of a Reciprocal Utility Easement for the property.

ENGINEERING

E1. Obtain site clearance through Engineering Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees prior to issuance of the Building Permit. Other requirements may be identified for compliance during the site clearance process. Contact Engineering Department at (408) 615-3000 for further information.

E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a **Single Encroachment Permit** issued by the City Engineering Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E3. After City Council approval of Tentative Parcel Map, submit 10 copies of Parcel Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees. Parcel Map must be approved by City Council and recorded by developer prior to building permit issuance.

E4. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.

E5. Dedicate, as required, on-site easements for new public utilities by means of final map or approved instrument at time of development.

E6. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E7. Existing non-standard or non-ADA compliant improvements along property's Lawrence Expressway frontage shall be replaced with current County standard frontage improvements.

E8. Obtain County of Santa Clara's approval and permit for work in the County's Lawrence Expressway right-of-way.

E9. Show and comply with City's driveway and intersection vision triangle requirements. Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways and intersections in order to allow an unobstructed view of oncoming traffic. Contact Traffic Engineering at (408) 615-3000 for further information.

E10. Record subdivision map to create parcels for proposed development and pay all appropriate fee(s) prior to Building Permit issuance.

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 issuance of Building Permits, the applicant shall submit plans that show required fire hydrants as part of a private system to the satisfaction of the Director of Water & Sewer Utilities.

W2. 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.

W3. 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.

W4. 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.

W5. 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.

W6. 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.

W7. Applicant is advised that building height may require pumping to maintain adequate pressure for fire and domestic water. Prior to issuance of Building Permits, submit plans providing for private water service facilities as necessary to provide adequate water pressure for fire flow and domestic water needs to the satisfaction of the Director of Water & Sewer Utilities.

W8. 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.

W9. 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.

W10. If existing water services are not used, then the water service lateral must be abandoned at the main as per City std details.

W11. Two water meters per service lateral must be designed for the proposed new development.

W12. The proposed water meters must be in public right-of-way and if not, they can be on private property within the water easements.

FIRE

Santa Clara Municipal Fire and Environmental Code:

F1. Refer to http://santaclaraca.gov/index.aspx?page=564 for local amendments and standards.

S903.2 ATTIC PROTECTION FOR RESIDENTIAL SPRINKLER SYSTEMS. A minimum of one sprinkler head shall be installed in the attic space for any residential occupancy, which a NFPA 13D or NFPA 13R sprinkler system is installed. Depending on the size and configuration of the attic space additional sprinkler heads may be required to be installed.

Required Fire Protections/ Detection Systems and Equipment:

F2. 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).**

F3. An automatic fire sprinkler system shall be provided for all buildings (13D system)

F4. **For R-3 occupancies (single family homes) the installation of a 13D system shall meet the following configuration:** Where a common supply main is used to supply both domestic and sprinkler systems, a single control valve located in the water meter pit shall be provided to shut off both the domestic and sprinkler systems, and a separate shutoff valve shall be provided for the domestic system only (2013 NFPA 13D, 7.1). **NOTE:** A separate sprinkler control valve **shall not** be installed since monitoring is not required for a 13D system.

F5. **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).

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.

Fire Safety During Construction:

F7. **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.unldocs.org/fire

Fire Department (Required on plans/ drawings at the time of application):

F8. **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.

F9. 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.

F10. Construction materials shall not obstruct access roads, access to buildings, hydrants or fire appliances.

F11. 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.

F12. 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.

F13. 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.

F14. 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. 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.

PD3. 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.

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, specie, and size (15 gallon 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 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.

ST12. 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.

ST13. All post construction structural controls shall require property owner to execute with City a Stormwater Treatment Measures Inspection and Maintenance Agreement.

ST14. 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.

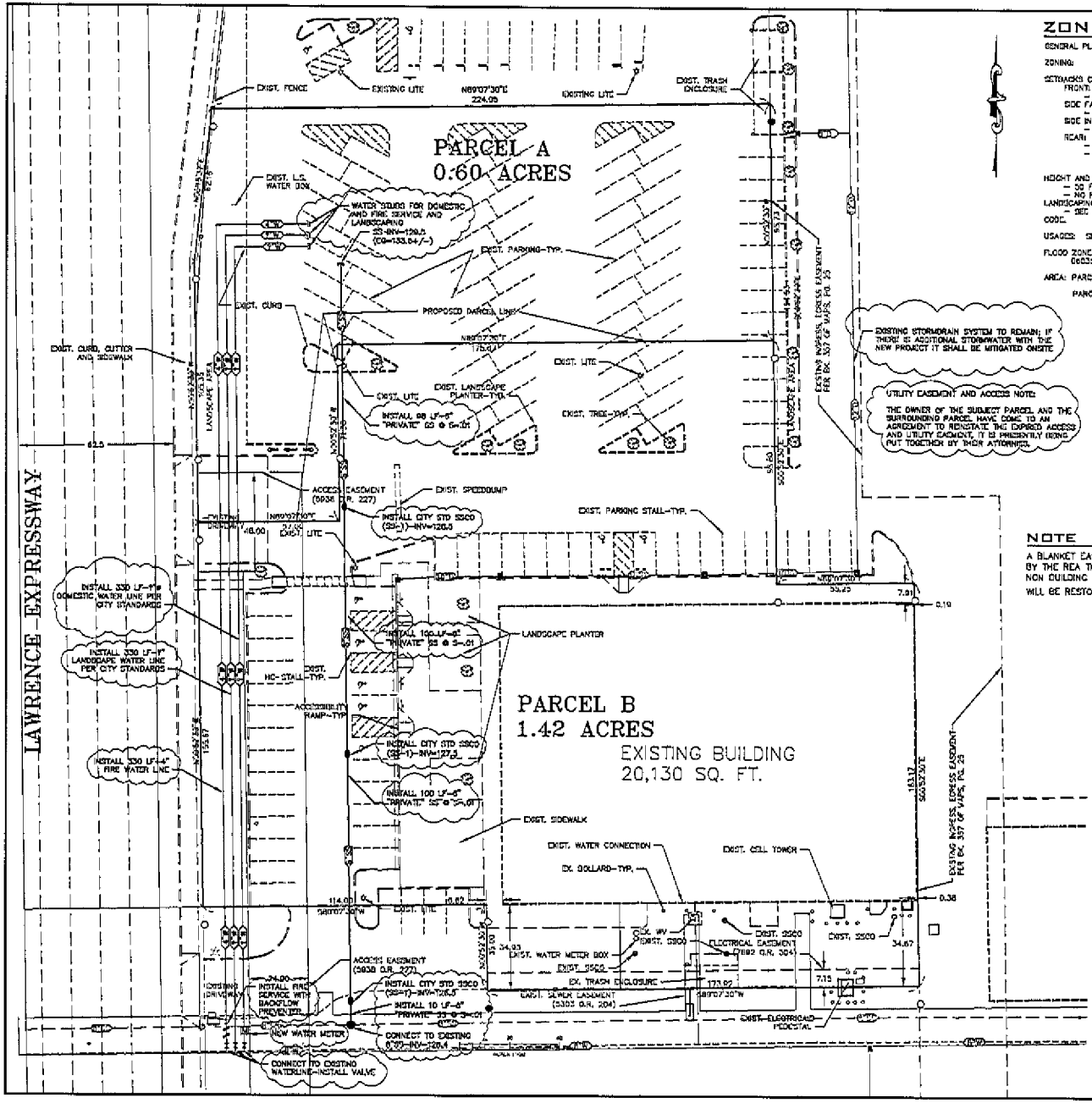
ST15. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type.

ST16. 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.

ST17. 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.

ST18. Applicant to comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) of materials generated for discards by the project during demolition and construction activities. No building, demolition or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. After completion of project, applicant shall submit a construction and demolition debris recycling report as stipulated by ordinance, or be subject to monetary, civil, and/or criminal penalties.

I:\PLANNING\2013\Project Files Active\PLN2012-09587 555 Saratoga Ave (Rezoning)\PC\Exhibit CoA-ReZ.doc



ZONING DATA

GENERAL PLAN: NEIGHBORHOOD MIXED USE

ZONING: CC – COMMUNITY COMMERCIAL

SETBACKS COMMERCIAL:
FRONT:
– 25 FEET
SIDE FACING STREET:
– 25 FEET
SIDE INTERIOR:
– 10 FEET
REAR:
– 20 FEET
– SEE CHAPTER 18.3800 CITY OF SANTA CLARA ZONING CODE.

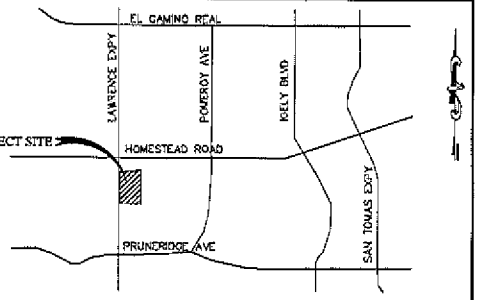
HEIGHT AND FLOOR SPACE REQUIREMENTS COMMERCIAL:
– 50 FEET
– NO REQUIREMENT; SUBJECT TO REQUIRED PARKING, LANDSCAPING AND SETBACKS.
– SEE CHAPTER 18.3810 CITY OF STOCKTON ZONING CODE.

USAGES: SEE CHAPTER 18.38.020 FOR USAGES.

FLOOD ZONE: ZONE X, COMMUNITY PANEL NUMBER 060330 0226 H, DATE: MAY 16, 2009

AREA: PARCEL A = 0.60 ACRES

PARCEL B = 1.42 ACRES



VICINITY MAP

NTS

GENERAL NOTES

1) OWNER: MSD-DV SANTA CLARA, LLC, C/O CHARLES SMYTH 1508 DURSKA ROAD, STE 220, ROSEVILLE, CA 95661
2) DEVELOPER: MARKET STREET DEV. C/O CHARLES SMYTH 1104 CORPORATE WAY, SACRAMENTO, CA 95831 530-682-2676 (E-MAIL: CORLIN@SURFWEST.NET & SHELDON@SURFWEST.NET)
3) SURVEYOR: SEAN M O'NEILL DBA GENESIS ENGINEERING 1402 D STREET, MARYSVILLE CA 95901 530-742-1300 (E-MAIL: SEAN@GENESISENGINEERING.US)
4) ASSESSOR'S PARCEL MAP: 203-02-019
5) ACREAGE: 2.02 ACRES
6) PRESENT USE: MEDICAL CLINIC/OFFICES AND PARKING
7) LOT SIZES: AS SHOWN ON MAP

NOTE

A BLANKET EASEMENT FOR UTILITIES WILL BE PROVIDED BY THE REA THAT UTILITIES MAY BE INSTALLED IN ANY NON BUILDING AREA PROVIDED THE AREA DISTURBED WILL BE RESTORED

STAFF APPROVED TPM

FILED AS A TENTATIVE MAP THIS _____ DAY OF _____ 2013

FEE $ _____

_____
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED BY THE CITY ENGINEER OF THE CITY OF SANTA CLARA THIS _____ DAY OF _____ 2014.

_____
CITY ENGINEER

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR THIS _____ DAY OF _____ 2014.

_____
COMMUNITY DEVELOPMENT DIRECTOR

PROJECT SURVEYOR

DATE: 3-24-14

SEAN M. O'NEILL
CA. PLS 7581, LICENSE EXPIRES 12/31/2015

LEGEND

○ CALCULATED POINT, NOTHING FOUND

● FOUND PROPERTY CORNER PER DOC

GENESIS ENGINEERING
1402 D Street Marysville, CA 95901
office (530) 742-1300 · fax (530) 742-1331
email:sean@genesisengineering.us

REVISIONS

DATE	DESCRIPTION	BY

EXISTING CONDITIONS SITE PLAN & PROPOSED WET UTILITIES

TENTATIVE PARCEL MAP NO._____

A PORTION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED FROM ELIZABETH E. CARAWAY TO FRANK KENYON, ET AL. RECORDED MARCH 15, 1956 IN SANTA CLARA COUNTY RECORDER IN BOOK 3439 OFFICIAL RECORDS, PAGE 526

MSD-DV SANTA CLARA, LLC
777 LAWRENCE EXPRESSWAY
SANTA CLARA, CALIFORNIA
FOR: MSD-DV SANTA CLARA, LLC

DESIGN BY:	JOB NO. 12-148
DRAWN BY: J.B.S.	SHEET TPM-1 OF 1
CHECKED BY: S.M.O.	

777 Lawrence Expressway Project Summary

Market Street Development, LLC was requested by DaVita Dialysis to secure a location in the Santa Clara/Sunnyvale market to open a new hemo dialysis clinic. After an extensive search, we were able to secure the subject building at 777 Lawrence Expressway, which at the time was leased to Avalon Night Club. We put the building under contract and closed escrow on July 3, 2012.

The 20,000 square foot building is adjacent to several other structures owned by the Marchese family with the exception of the structure housing the liquor store, which is owned by the Cacitta family. The subject building required a complete renovation so we gutted it to the exterior walls and renovated the building to what you see there today. DaVita required approximately 9,500 square feet, which left us approximately 10,500 square feet to lease to other tenants. Once we put the excess space out to market for lease, we quickly learned that this area is underserved in the food category as we had immediate interest from restaurants such as Specialty's Bakery, Panera Breads, Chick-fil-A and Chipotle to name a few. We signed a deal with Dashkin Indian Restaurant and D1 Sports to complete the leasing of our project. It appears that Kaiser drives much of the current demand but there is also anticipation of greater demand from these users based upon the new Apple Campus located just west of the project.

When we acquired the Property, the overall project had a Reciprocal Easement Agreement in place between the three owners. The Agreement was signed in May of 1973 and was due to expire in May of 2013. We immediately met with the Chris Marchese to discuss renewing the REA and a minor lot line adjustment to cleanup some minor issues. We offered to redraft the REA and extend it, however, the Marchese family refused to respond once we send documents and applications for review and signature. We continued to try to work together to no avail and finally made the decision to let the REA expire, as it had no benefit to our property. Our property has direct access to Lawrence Expressway and access to Homestead via a recorded access easement. During this time, several users inquired about additional space in our project, as the only available space in this area is the closed Albersons. After reviewing our parking area, we determined that the parking lot was not designed to it's highest and best use and that we could accommodate the parking requirement for our three tenants per city code and still have enough land for an additional pad. This is the reason for our application to the city for the Parcel Map.

We also wanted to go back and revisit the REA as we did not want to leave the Marchese's and Cacitti properties without access to Lawrence Expressway. The new REA will once again allow the Marchese and Cacitti properties to access Lawrence Expressway both to the north of our building for customer access and to the south for truck and delivery access. The REA also allows for full utilities easements across the entire property which benefits all three owners. While all properties will be required to meet city parking standards on their own, all owners will have free pedestrian and vehicle access while allowing for utility upgrades and repairs.

777 Lawrence Expressway, Santa Clara, CA Parking Analysis

Existing parking calculations w/ Vacancies

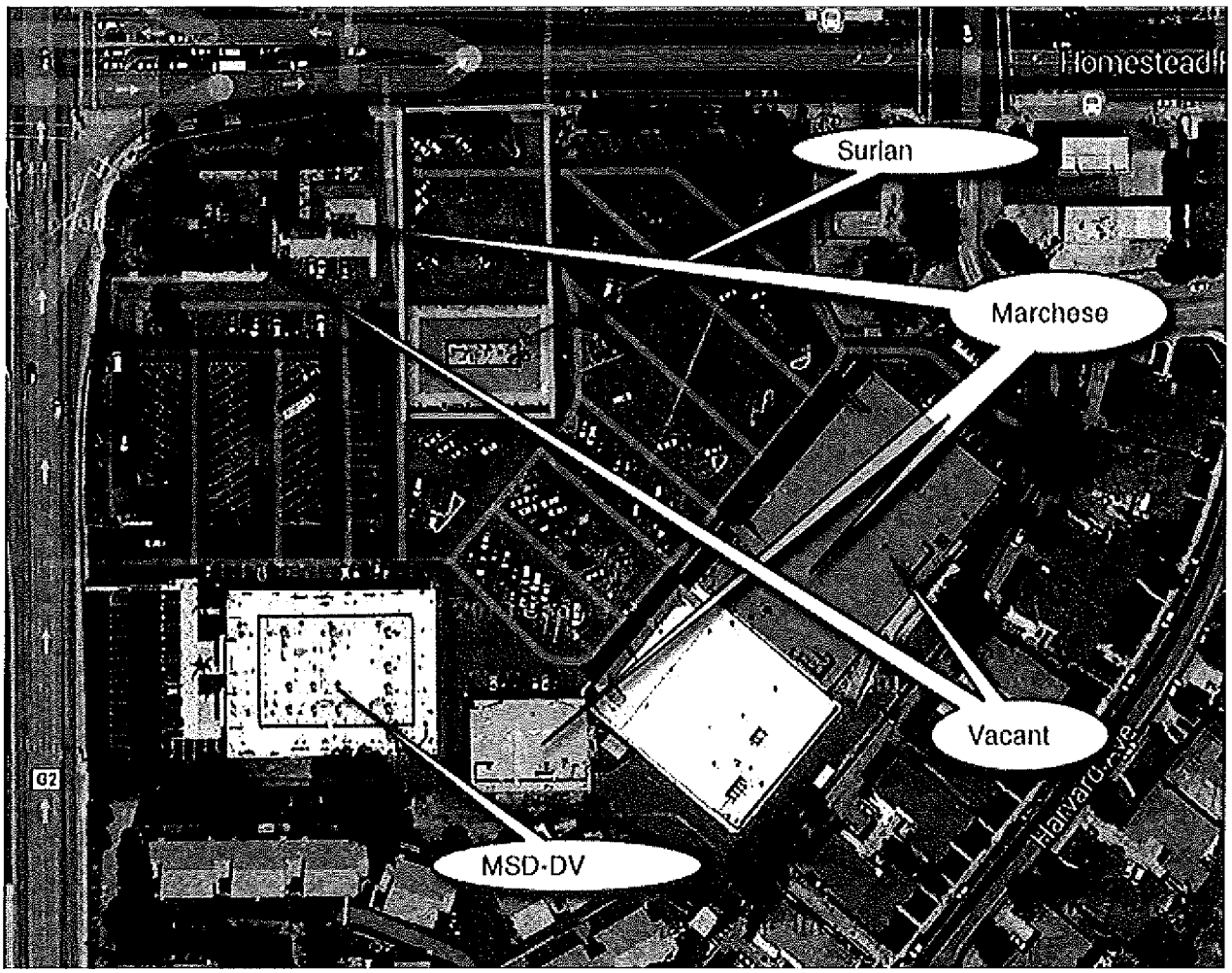
Owner	Leasable Area	Use	Parking Required Per Code	Parking Stalls required per code	Parking Stalls Provided	Ratio per 1,000 sq. ft.	Owner over (under) parking provided
Marchese	74,456	Retail					
Vacant pad	(5,300)						
Vacant Albertson's	(33,350)						
Marchese Occupied Space	35,806	Retail	1:200	179	232	6.48	53
Surian 100% Occupied	7,759	Retail	1:200	39	35	4.51	(4)
MSD-DV 100% Occupied	18,704	See below	See below	79	108	5.77	29
(DaVita Dialysis)	8,934	Medical	1:300	30			
(D1 Sports)	6,020	Retail	1:200	30			
(Dashkin Restaurant)	3,750	Retail	1:200	19			
Currently Occupied	62,269			296	375	6.02	78

The old Albertson's (33,350 sq. ft) and corner pad building (5,300) are vacant. Vacancies square footage from marketing flyers and

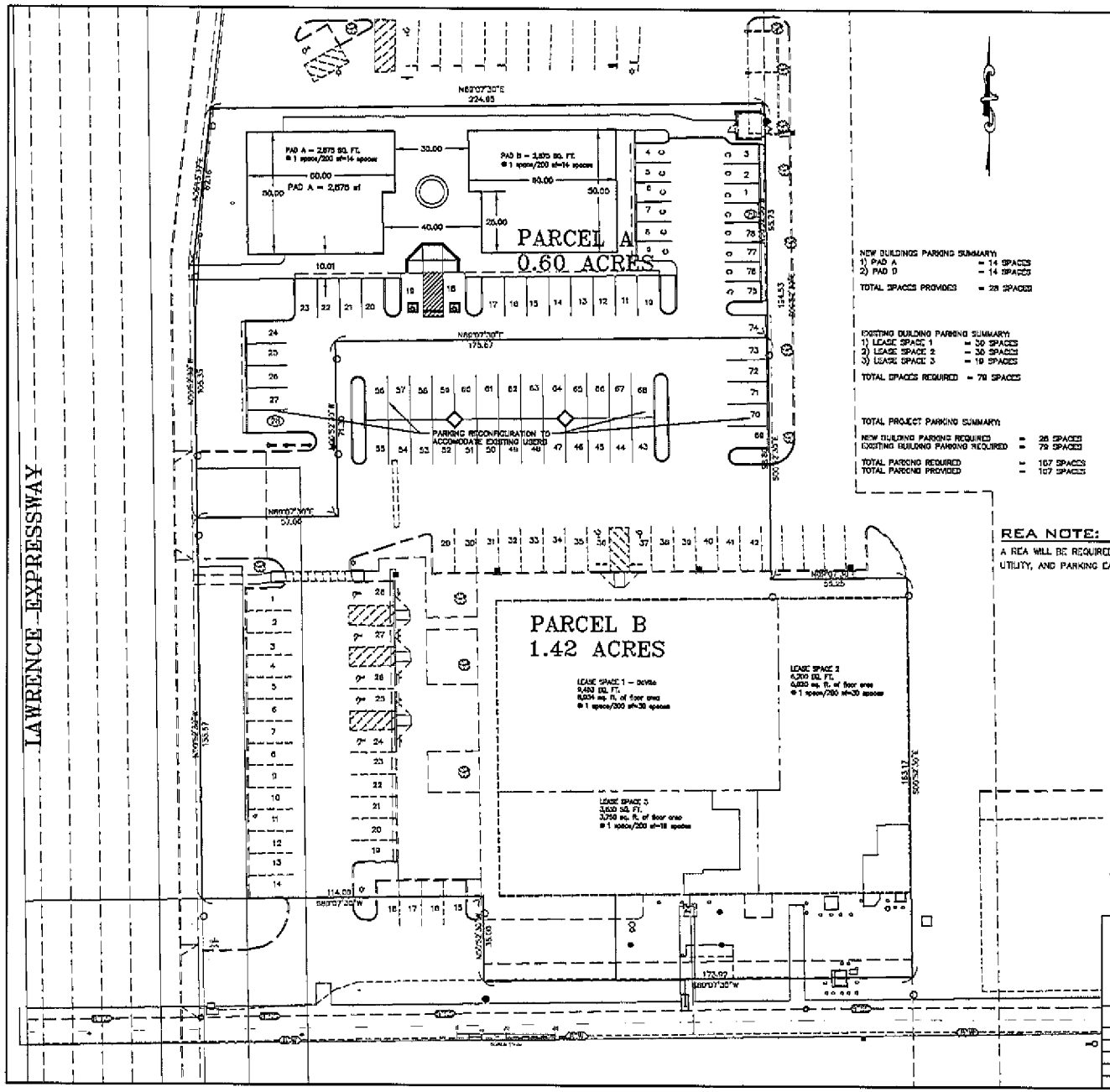
Proposed Occupancy After Proposed Pad at 777

Owner	Leasable Area	Use	Parking Required Per Code	Parking Stalls required per code	Parking Stalls Provided	Ratio per 1,000 sq. ft.	Owner over (under) parking provided
Marchese	74,456						
Vacant pad	(5,300)						
Vacant Albertson's	(33,350)						
Occupied Space	35,806	Retail	1:200	179	232		53
Surian	7,759	Retail	1:200	39	35	4.51	(4)
MSD-DV	18,704	See below	See below	112	112	5.99	0
DaVita Dialysis	8,934	Medical	1:300	30			
D1 Sports	6,020	Retail	1:200	30			
Dashkin Restauront	3,750	Retail	1:200	19			
Pad Deal	3,800	Restaurant	1:3 seats	33			
Proposed Overall Project	66,069			330	379	5.74	49

Existing Fully Occupied							
Owner	*Leasable Area*	*Use*	*Parking Required Per Code*	*Parking Stalls required per code*	*Parking Stalls Provided*	*Ratio per 1,000 sq. ft.*	*Owner over (under) parking provided*
Marchese	*74,456*	*Retail*	*1:200*	*372*	*232*	*3.12*	*(140)*
Surian	*7,759*	*Retail*	*1:200*	*39*	*35*	*4.51*	*(4)*
MSD-DV	*18,704*	*see below*	*1:200*	*79*	*108*	*5.77*	*29*
(DaVita Dialysis)	*8,934*	*Medical*	*1:300*	*30*			
(D1 Sports)	*6,020*	*Retail*	*1:200*	*30*			
(Dashkin Restaurant)	*3,750*	*Retail*	*1:200*	*19*			
Overall Project 100%	***100,919***			***490***	***375***	***3.72***	***(115)***



Property lines are approximate and for information only.



NEW BUILDINGS PARKING SUMMARY:
1) PAD A = 14 SPACES
2) PAD D = 14 SPACES

TOTAL SPACES PROVIDED = 28 SPACES

EXISTING BUILDING PARKING SUMMARY:
1) LEASE SPACE 1 = 30 SPACES
2) LEASE SPACE 2 = 30 SPACES
3) LEASE SPACE 3 = 19 SPACES

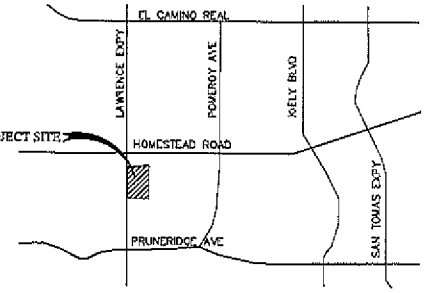
TOTAL SPACES REQUIRED = 79 SPACES

TOTAL PROJECT PARKING SUMMARY:

NEW BUILDING PARKING REQUIRED	=	28 SPACES
EXISTING BUILDING PARKING REQUIRED	=	79 SPACES
TOTAL PARKING REQUIRED	=	107 SPACES
TOTAL PARKING PROVIDED	=	107 SPACES

REA NOTE:

A REA WILL BE REQUIRED TO COVER RECIPROCAL ACCESS, UTILITY, AND PARKING EASEMENTS BETWEEN PARCELS A & B.



VICINITY MAP

NTS

GENERAL NOTES

1) OWNER: MSD-DV SANTA CLARA, LLC, C/O CHARLES SMYTH 1505 DUROKA ROAD, STE 230, ROSEVILLE, CA 95661
2) DEVELOPER: MARKET STREET DEV. C/O CHARLES SMYTH 1104 CORPORATE WAY, SACRAMENTO, CA 95831 530-652-2676 (E-MAIL: CORLINS@SUREWEST.NET & SHELDON@SUREWEST.NET)
3) SURVEYOR: SEAN M O'NEILL DBA GENESIS ENGINEERING 1402 D STREET, MARYSVILLE CA 95901 530-742-1300 (E-MAIL: SEAN@GENESISENGINEERING.US)
4) ASSESSOR'S PARCEL MAP: 293-02-019
5) ACREAGE: 2.02 ACRES
6) PRESENT USE: MEDICAL CLINIC/OFFICES AND PARKING
7) LOT SIZES: AS SHOWN ON MAP

PROJECT SURVEYOR

DATE: 4-14-14

SEAN M. O'NEILL
CA. PLS 7581, LICENSE EXPIRES 12/31/2015

LEGEND

- ○ CALCULATED POINT, NOTHING FOUND
- ● FOUND PROPERTY CORNER PER DEED

GENESIS ENGINEERING
1402 D Street Marysville, CA 95901
office (530) 742-1300 - fax (530) 742-1301
email sean@genesisengineering.us

REVISIONS

DATE	DESCRIPTION	BY

PRELIMINARY SITE PLAN WITH PARKING SUMMARY

A PORTION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED FROM ELIZABETH E. CARAWAY TO FRANK KENYON, ET AL, RECORDED MARCH 15, 1956 IN SANTA CLARA COUNTY RECORDER IN BOOK 3439 OFFICIAL RECORDS, PAGE 526

MSD-DV SANTA CLARA, LLC
777 LAWRENCE EXPRESSWAY
SANTA CLARA, CALIFORNIA
FOR: MSD-DV SANTA CLARA, LLC

DESIGN BY:	JOB NO. 12-148
DRAWN BY: J.B.S.	SHEET S-1 OF 1
CHECKED BY: S.M.O.	

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 HEARING
CITY COUNCIL HEARING TUESDAY, APRIL 22, 2014
TENTATIVE PARCEL MAP FOR 777 LAWRENCE EXPRESSWAY

State of California, } SS.
County of Santa Clara

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: 4/9/2014

Dated at Santa Clara, California

This 9TH day of APRIL, 2014

I declared under penalty of perjury that the foregoing is true and correct.

Signed: _____
(Assoc.) Publisher of the Santa Clara Weekly

The Santa Clara Weekly was adjudicated a newspaper of general circulation in and for the County of Santa Clara on September 3, 1974 (Case No. 314617). The Santa Clara Weekly was adjudicated a newspaper of general circulation within the City of Santa Clara on April 2, 1976 (Case No. 347776).

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 8B

Date: April 8, 2014

To: City Manager for Council Action

From: Director of Finance/Assistant City Manager

Subject: PUBLIC HEARING: Resolution Adopting the "City of Santa Clara Municipal Fee Schedule 2014-15"

EXECUTIVE SUMMARY:

The "City of Santa Clara Proposed Municipal Fee Schedule FY 2014-15" and the March 2014 City of Santa Clara, Phase II, Cost of Service Study Findings are attached. The fees included in the Fee Schedule fall outside of those that are mandated or are set by some other document (e.g., Uniform Administrative Codes, Water and Sewer Utilities Rate Schedules, Electric Rate Schedule, and Santa Clara Recreation Activity Guide). All departments have reviewed their fees and any proposed revisions are in line with the Council's adopted Budget Principles and the Cost Allocation Plans and 2012-13 or 2013-14 fee studies completed by MGT of America, Inc. The 2012-13 citywide study of fee-related services has been split over two years. Phase One of the study included a review of fee-for-service activities for five City departments: Electric Utility, Finance, Fire, Streets, and Water and Sewer Utility. Phase Two of the Fee Study included a review of five City departments: Building Inspection and Planning, Engineering, Library, Parks and Recreation, and Police.

NEW vs. REVISED:
The column "Current Fee and Period" represents the current fee being charged. The column "Proposed New or Revised Fee 2014-15" displays proposed changes to 2013-14 fees, if any. Refer to the column "Percent Change" to determine whether a proposed fee is new or revised. If there is a percent amount listed or the word "Delete", this is a revised fee. If the word "New" appears in the Percent Change column, the fee is new. Supporting documentation for fee increases and fees identified as "New" is available for review at the City Clerk's Office.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Annual updates to the City's Fee Schedule assist the City in meeting the Budget Principle to:

With limited exceptions, establish fees based on full cost recovery where individuals/businesses rather than the community at-large are benefiting from City services. This preserves limited unrestricted resources for providing services that benefit the community as a whole.

ECONOMIC/FISCAL IMPACT:

The Proposed Municipal Fee Schedule 2014-15 moves the City toward full cost recovery for services rendered. All requested fee changes are based on calculations of full cost (i.e., direct plus indirect costs per the Fee Study).

RECOMMENDATION:

That the Council:

Adopt a resolution adopting the "City of Santa Clara Municipal Fee Schedule 2014-15" which a) imposes new fees, rates, and charges (collectively "fees"), b) amends existing fees, and c) retains unchanged fees for various City departments. The fees shall be effective on July 1, 2014.

APPROVED:

Gary Ameling
Director of Finance/Assistant City Manager

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) ***City of Santa Clara Proposed Municipal Fee Schedule 2014-15***
2) ***City of Santa Clara, Phase II, Cost of Services Study Findings***
3) ***Resolution Adopting the Municipal Fee Schedule 2014-15***

J:\CITYMGR\AGENDA\Agen1314\04-22-14 Agenda Report - Adopt Muni Fee Sch Resolution 14-15.doc

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ADOPTING THE "CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE 2014-15" WHICH IMPOSES NEW FEES, AMENDS EXISTING FEES AND RETAINS UNCHANGED FEES FOR VARIOUS CITY DEPARTMENTS

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

WHEREAS, for the previous fiscal year 2013-14 (July 1, 2013, to June 30, 2014) certain fees were adopted by Resolution No. 8042 and were then incorporated into the "CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE 2013-14" ("fee schedule");

WHEREAS, the City now desires to impose new fees, amend existing fees and retain unchanged fees based on the document entitled "PROPOSED CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE 2014-15";

WHEREAS, where the fees are imposed by the City to support government services and not for the purpose of providing a market-based fee for services that are also provided by the general public, the proposed fees are hereby determined to be reasonable in that they do not exceed the estimated reasonable costs of providing the public services proposed to be rendered;

WHEREAS, in adopting the fees and this Resolution, the City is exercising its powers under Article XI, Section 7, and Article XIIIC of the California Constitution, Section 50076 of the California Government Code, its Charter, its City Code, and other applicable laws;

WHEREAS, for fees that are noted in the fee schedule as new or increasing, relevant reports regarding those new or increased fees were made available for public review and comment for ten (10) days prior to the public hearing at which this Resolution was considered and adopted;

WHEREAS, on April 22, 2014, the City Council held a public hearing on the fees and charges set forth in the revised fee schedule;

WHEREAS, timely notice of the public hearing was published in the *Santa Clara Weekly* in the manner set forth in Government Code Sections 6062a and 66018; and

WHEREAS, notice of the public hearing was mailed to all persons requesting such notice pursuant to Government Code Section 66016.

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. Adoption of Fees, Rates and Charges The fees, rates, and charges (hereinafter collectively, "fees") contained in the document entitled "PROPOSED CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE 2014-15" are hereby adopted and are to be set forth in a document entitled "CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE 2014-15." The fees so charged do not exceed the estimated reasonable costs of providing the services for which the fees are imposed and are fair and equitable in nature. The fee schedule also indicates how each fee is not a tax by referencing all applicable exceptions to Cal. Constitution, Article XIIIC that apply. Generally, the following types of charges are not taxes: (1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and

adjudication thereof; (4) A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) A charge imposed as a condition of property development; (7) Assessments and property-related fees imposed in accordance with the provisions of Article XIIID.

3. Effect of Fees Prior to Effective Date of Resolution. This Resolution shall not be construed so as to affect any fee or charge payable or paid under any applicable fee schedule operative prior to the effective date of this Resolution.

4. Effective date. The fees set forth in the "CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE 2014-15" shall be effective on July 1, 2014.

5. Challenges to Fees. In the event of any challenge to any increased fee adopted herein, including any challenge pursuant to Cal. Constitution, Article XIIIC, the formerly adopted fee as stated in the "CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE 2013-14" shall then be in effect unless and until the challenged fee becomes effective.

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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.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE SANTA CLARA STADIUM AUTHORITY, 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: None

City of Santa Clara
Phase II
Cost of Services Study Findings

March 2014

MGT
OF AMERICA, INC.
2001 P Street, Suite 200, Sacramento, CA 95814
ph: 916.443.3411 fax: 916.443.1766
www.mgtamerica.com

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Section I

Executive Summary

EXECUTIVE SUMMARY

Introduction

MGT of America (MGT) is pleased to present the City of Santa Clara with this summary of findings for Phase II of a comprehensive citywide user fee/cost of services study.

Santa Clara has a long history of reviewing its fees and charges and first underwent a detailed cost of services study in the early 1990's. At the time, the City became interested in accurately reporting the true cost of providing various fee-related services, and exploring the possibilities of modifying current fees in order to better reflect cost. Since that initial study, the City has periodically undergone similar studies in order to maintain the accuracy in reporting the costs to provide fee-related services, and establishing fees based on cost. In September 2013, the City contracted with MGT to perform phase II of the cost analysis using the adopted 2013-2014 fiscal year budget, staffing and operational information.

MGT would like to take this opportunity to acknowledge all city personnel who participated on this project for their efforts and coordination. Their responsiveness and continued interest in the outcome of this study contributed greatly to its success.

Study Scope and Objectives

This overall citywide study of fee-related services has been split over two phases. The first phase of the study was concluded in May 2013 and included a review of fee-for service activities within the following departments/divisions:

- Electric Utility
- Finance
- Fire
- Streets
- Water & Sewer Utility

Phase II of the study began in September 2013 and included a review of fee-for service activities within the following departments/divisions:

- Library
- Police
- Parks & Recreation
- Engineering (Public Works)
- Building Inspection

- Planning

The study was performed under the general direction of the Finance Department with the participation of representatives from each department. The primary goals of the study were to:

- Define what it costs the City to provide various fee-related services.
- Determine whether there are any opportunities to implement new fees, based on city cost recovery policies.
- Identify service areas where the City might adjust fees based on the full cost of services and other economic or policy considerations.
- Develop revenue projections based on recommended increases (or decreases) to fees.

The information summarized in this report addresses each of these issues and provides the City with the tools necessary to make informed decisions about any proposed fee adjustments and the resulting impact on general fund revenues.

Study Findings

While the purpose of this study is to identify the cost of fee-related activities, one of the outcomes of the analysis is to provide a complete picture of the full cost of all services offered. It is necessary to identify *all* costs, whether fee-related or not, so that there is a fair and equitable distribution of all indirect or overhead costs (discussed in a later section of this report) across all activities, thereby ensuring a definitive relationship between the cost of the service and the fee that is charged. No service should be burdened with costs that cannot be directly or indirectly linked to that service. Therefore, the first task in this study is to separate the fee-for-service activities from the non-fee activities. Some non-fee related activities are appropriately funded by general fund monies (or other special revenue or impact fee sources), such as public safety or public improvement projects. The costs of these other services (*column A minus column B*) are identified and set aside from the user fee services.

The study's primary objective is to provide the City's decision-makers with basic data needed for setting fees. This report details the full cost of services, and presents fees and potential revenues. Recommendations for adjustments to existing fees will be made by city management and staff upon careful consideration of the results of the cost analysis, historical cost recovery levels, and market comparisons. The exhibit on the following page displays the costs and revenues of each department/division into the following categories:

Column A, Total Costs – Displays the total costs of each department. This includes fee and non-fee related service costs. Non-fee related service costs are set aside from the analysis.
Column B, User Fee Costs – Of the $87,143,849 million in total costs analyzed, $14,342,003 million (or 16.4%) of that total is related to user fee services. It is this $14.3 million that is the focus of this study and represents the total potential for user fee-related revenues for the City.

Column C, Current Revenues – Based on current fee levels, the City generates fee related revenues of $8,774,985 million and is experiencing an overall 61% cost recovery level. Within each department, current cost recovery levels range from 28% for Parks and Recreation to 99% for Building Inspections. The detail of individual fees may be found in subsequent sections of this report.

Column D, General Fund Subsidy – Current fee levels recover is 61% of full cost, leaving 39% or $5,567,018 to be funded by other funding sources. This $5,567,018 represents an opportunity for an updated and more focused cost recovery effort by the City for fee-related services.

City of Santa Clara
User Fee Cost & Revenue Analysis
FY 2013/2014

User Fee Department	(A) Total Costs	(B) Costs, User Fee Services	(C) Current Revenue		(D) Current Subsidy	
Library	$ 8,926,768	$ 232,668	$ 200,128	86%	$ 32,540	14%
Police	$ 52,131,223	$ 300,411	$ 202,811	68%	$ 97,600	32%
Park & Recreation	$ 16,580,083	$ 6,006,342	$ 1,698,210	28%	$ 4,308,133	72%
Engineering	$ 1,629,900	$ 863,239	$ 582,101	67%	$ 281,138	33%
Planning	$ 2,454,023	$ 1,517,490	$ 740,735	49%	$ 776,755	51%
Building Inspections	$ 5,421,852	$ 5,421,852	$ 5,351,000	99%	$ 70,852	1%
Totals:	**$ 87,143,849**	**$ 14,342,003**	**$ 8,774,985**	**61%**	**$ 5,567,018**	**39%**

Analysis Highlights

Library – The cost analysis for the Library fees is showing an overall cost recovery level of 86% ($200,128) and a 14% ($32,540) subsidy rate. On an individual level, fee recovery ranges from 23% to 192%. This later fee must be reduced to actual cost to comply with State law. Some of the fees in Library are set by the Link+ consortium and cannot be adjusted. We recognize that most Library fees are set based on what is common at other libraries and the City will need to determine what their "best practices" are when setting these rates. One new fee is being proposed.

Police – The cost analysis for Police is showing an overall cost recovery of 68% ($202,811) and a 32% ($97,600) subsidy rate. Individual cost recoveries range from 9% to 100%. Ten new fees are being proposed.

Parks and Recreation – The cost analysis for Parks and Recreation is showing an overall cost recovery of 28% ($1,698,210) and a 72% ($4,308,133) subsidy rate. Typically, Parks and Recreations departments do not recover at 100%. We recognize that most Park and Recreation fees are not 100% full cost recovery and are driven by the need and demand for services as well as what is a benefit to the community. The City will need to determine what their "best practices" are when increasing these rates.

Engineering - The cost analysis for Engineering is showing an overall cost recovery of 67% ($582,101) and a 33% ($281,138) subsidy rate. Individual cost recoveries range from 29% to 99%. There are a few fees that are set by the State and cannot be adjusted.

Building Inspection – Because Building Inspection fees are charged based on project valuation, MGT employed a two pronged approach to this analysis.

- Macro Analysis – The table located in Section II page18 of this report, compares the total cost of the Building Department to total annual revenue. This analysis reveals an overall cost recovery of 98.6% ($5,351,000) and a 1.3% ($70,852) subsidy rate.
- Individual Project Analysis – the table located in Section II pages 19-21 of this report, analyzes the estimated cost and revenue of Building projects of various valuations – analyzing the full spectrum from very small projects to very large projects.

Planning - The cost analysis for Planning is showing an overall cost recovery of 49% ($740,735) and a 51% ($776,755) subsidy rate. Individual cost recoveries range from 9% to 71% with only one fee collecting 118%. This later fee must be reduced to actual cost to comply with State law.

Methodology

A cost of service study is comprised of two basic elements:

- Hourly rates of staff providing the service.
- Time spent to provide the service.

The product of the hourly rate calculation times the time spent yields the cost of providing the service.

Hourly Rates

The hourly rate methodology used in this study builds indirect costs into city staff hourly salary and benefit rates to arrive at fully burdened hourly rates. Fully burdened hourly rates are a mechanism used to calculate the total cost of providing services. Total cost is generally recognized as the sum of the direct cost together with a proportionate share of allowable indirect costs. The proper identification of all costs (including labor, operating expense, department administration and citywide support) as "direct" or "indirect" is crucial to the determination of the total cost of providing services.

Direct costs are typically defined as those that can be identified specifically to a particular function or activity, including labor, and possibly materials or supplies. Indirect costs are those that support more than one program area and are not easily identifiable to specific activities. Examples of indirect costs are: departmental administrative and support staff, training and education time, public counter and telephone time, some service and supply costs, and citywide overhead costs from outside of the department as identified in the City's cost allocation plan.

MGT's hourly rate calculation methodology includes the following:

Personnel Services Analysis – each staff classification within the department or division is analyzed in the study. The first burden factor is comprised of compensated absences such as vacation/holidays/sick leave days taken in a year's time. Staff classifications are then categorized as either direct (operational) or indirect (administrative or supervisory) labor. In some cases a classification will have both direct and indirect duties. The total indirect portion of staff cost is incorporated into hourly overhead rates.

Indirect Cost Rate – a ratio of indirect cost to direct labor (salaries plus benefits) is established. There are three elements of indirect cost incorporated, including:

- Indirect Labor – includes compensated absences, administrative and supervisory staff costs.
- Other Operating Expenses – most services and supplies are included as a second layer of indirect cost. There are some service and supply expenses classified as "allowable direct"; these expenditures are not part of the indirect cost rate but will be included as directly supporting specific program areas.
- External Indirect Allocations – this represents citywide overhead (from the City's cost allocation plan).

  Cost Allocation Plan. Many of the costs that support *all* city programs and services are budgeted in centralized activities such as 1) Finance, which provides payroll, budgeting, accounting and financial reporting, 2) Human Resources, which provides services in

support of the city's workforce, and 3) City Manager, which provides administrative oversight to all city operations. The costs of these activities and other centralized services are considered indirect overhead that support fee-for-service activities, as well as other programs and functions within the city.

As part of this study, MGT developed an indirect cost allocation plan that identifies and distributes these indirect costs to all operating programs and functions within the City's organizational structure. The cost allocation plan takes a detailed approach to analyzing indirect costs. MGT interviewed staff and analyzed data within each central activity to determine:

- What indirect support functions are provided (e.g. payroll, legal services, building maintenance, etc).
- How to allocate centrally budgeted personnel and other operating expenses into these functions.
- Which departments receive benefit from these services.
- How to identify the best method of allocating these costs to the users (e.g. information technology services are allocated based on the number of users and applications in each department).

The end result of this analysis is the allocation of all indirect costs to all operating departments and programs. The indirect costs are then added to the direct costs to determine the full cost of *all* city operations – whether fee-related or not. This accounting exercise is important in that it can result in an increase in general fund revenues for reimbursement of support for user fee services and state or federally funded programs.

Fully Burdened Hourly Rates – incorporates all the elements that comprise the hourly rates used in this cost analysis.

- Each direct or operational staff classification is listed, together with the average annual salary.
- The hourly salary rate is calculated by the taking annual salary and dividing by 2,080 available productive hours in a year.
- The benefit rate reflects the average benefit rate multiplied against the salary rate.
- The overhead rate is derived by multiplying the internal and external indirect cost rates against the salary plus benefit rates.

The total combines the salary, benefits and overhead rates. This is the fully burdened rate for each staff classification.

MGT prepared indirect overhead rates and corresponding hourly rate calculations using FY 2013/2014 budgeted expenditures. The hourly rate schedules may be seen in **Section III** of this report.

Time Spent

The first step in the process was to identify staff time spent directly on each of the user fee activities. Each staff person involved in the user fee services identified time spent to complete each task associated with all user fee services. Annual volume statistics were also gathered in order to develop total annual workload information. This information is provided in detailed user fee workbooks which will be provided to the City upon completion of the study.

Fee Calculations and Revenue Projections

Given this information, MGT was able to calculate the cost of providing each service, both on a per-unit and total annual basis (per-unit cost multiplied by annual volume equals total annual cost). As mentioned above, costs were calculated by multiplying per-unit time estimates by the hourly labor rates; additional operating expenses directly associated with certain services were also added in. Finally, if other departments or divisions provided support into certain user fee activities, this time was accounted for and added into the analysis as a crossover support activity. Full costs are then compared to current fees/revenues collected, and subsidies (or over-recoveries) are identified. User fee summaries by department may be seen in **Section II** of this report.

Legal, Economic & Policy Considerations

Calculating the true cost of providing city services is a critical step in the process of establishing user fees and corresponding cost recovery levels. Although it is an important factor, other factors must also be given consideration. City decision-makers must also consider the effects that establishing fees for services will have on the individuals purchasing those services, as well as the community as a whole.

The following legal, economic and policy issues help illustrate these considerations.

- **State Law** - In California user fees are limited to the "estimated reasonable cost of providing a service" by Government Code section 66014(a) and other supplementary legislation. Proposition 26 was approved by California voter in November of 2010 and clarified which charges are considered user fees and which are considered taxes. The significance of this distinction is that user fees may be raised by Council action up to the limit of actual cost, whereas taxes may not be increased without a majority vote of the public. None of the fee adjustments recommended by MGT are considered taxes per Proposition 26 guidelines. It should be noted that fees charged for the use of government property are exempt from Proposition 26. These include fees for parks and facility rentals as well as green fees, cart and other equipment rental fees for gold services. All of these fees may be set at a price the market will bear.

- **Economic barriers** - It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.

- **Community benefit** - If a user fee service benefits the community as a whole to some extent, it is appropriate to subsidize a portion of the fee. Many community services fees have very moderate cost recovery levels. Some programs are provided free of charge or for a minimal fee regardless of cost. Youth and senior programs tend to have the lowest recovery levels. Miscellaneous classes tend to have a moderate cost recovery level and adult sports programs typically have a higher cost recovery level.

- **Private benefit** - If a user fee primarily benefits the fee payer, the fee is typically set at, or close to 100% full cost recovery. Development related fees generally fall into this category, however exceptions are sometimes made for services such as appeal fees or fees charged exclusively to residential applicants.

- **Service driver** - In conjunction with the third point above, the issue of who is the service recipient versus the service driver should also be considered. For example, code enforcement activities benefit the community as a whole, but the service is driven by the individual or business owner that violates city code.

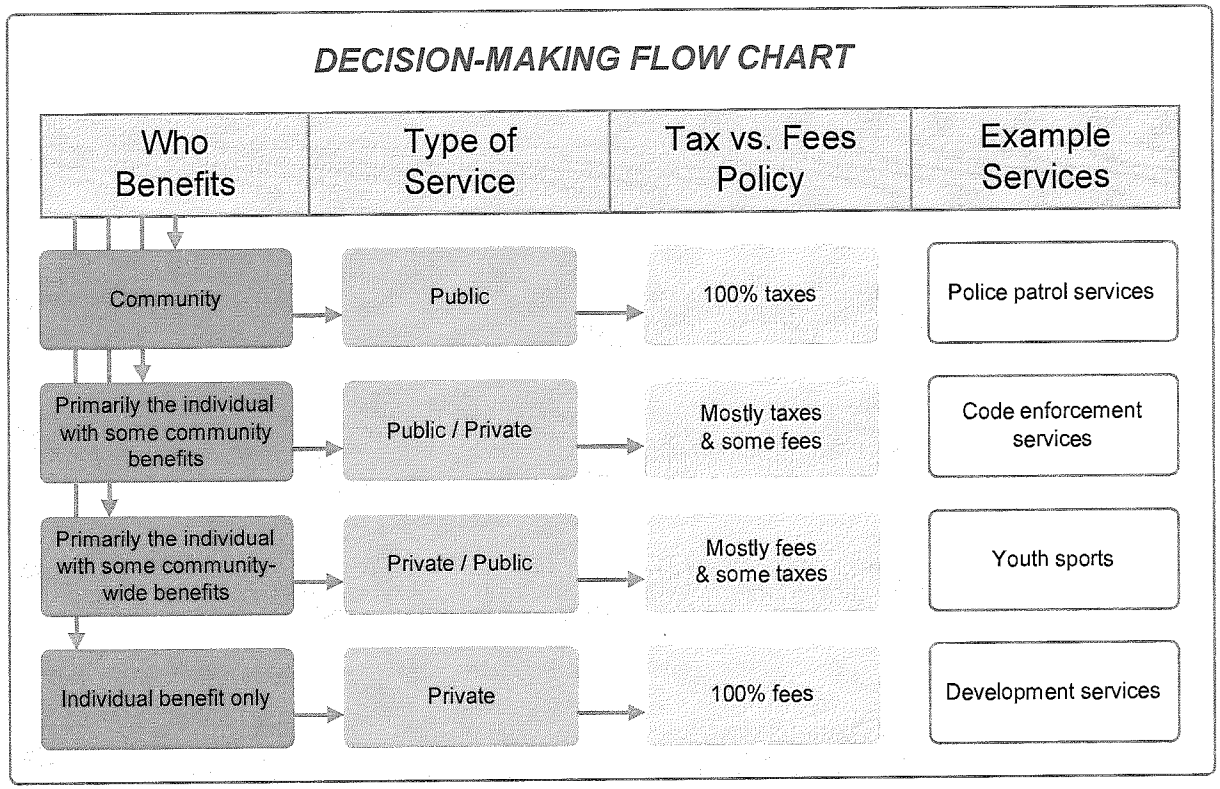
- **Managing demand** - Elasticity of demand is a factor in pricing certain city services; increasing the price of some services results in a reduction of demand for those services, and vice versa.

- **Competition** - Certain services, such as recreation classes, may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available at lower prices. Furthermore, if the City's fees are too low, demand enjoyed by private-sector competitors could be adversely affected.

- **Incentives** - Fees can be set low to encourage participation in a service, such as a youth sports activities or a water heater permit.

- **Disincentives** - Penalties can be instituted to discourage undesirable behavior. Examples include fines for construction without a building permit and fines for excessive false alarms within a one year period.

The flow chart on the following page helps illustrate the economic and policy considerations listed above.


DECISION-MAKING FLOW CHART
Who Benefits
Type of Service
Tax vs. Fees Policy
Example Services
Community
Public
100% taxes
Police patrol services
Primarily the individual with some community benefits
Public / Private
Mostly taxes & some fees
Code enforcement services
Primarily the individual with some community-wide benefits
Private / Public
Mostly fees & some taxes
Youth sports
Individual benefit only
Private
100% fees
Development services

Section II

User Fee Summaries by Department

Library

User Fee Study Summary Sheet

City of Santa Clara
Library
2013/2014

			Current Fee to Full Cost Comparison					
			Per Unit			*Annual*		
	Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
1	Overdue fines (all)	avg. fee collected	$1.18	102%	$1.16	$179,150	$182,034	-$2,884
4	Replacement for library materials (paperbacks) processing fee	for paperback	$7.50	23%	$31.93	$21,201	$4,980	$16,221
5	Replacement for library materials (all other) processing fee	all other itmes	$15.00	47%	$31.93	$17,593	$8,265	$9,328
6	Fee for using library meeting room	per hr minimum of 2 hrs	$50.00					
7	Fee for borrowing materials from other libraries (iterlibrary loan)	per item	$8.50	100%	$8.50	$9	$9	
8	Overdue fines - City Council packets and DVD's	per item per day	$2.50	100%	$2.50	$3	$3	
9	Replacement fee for lost Link+ materials borrowed from other libraries	Fee is set by Link + consortium	$115.00	100%	$115.00	$115	$115	
10	Overdue fine for Link+ materials borrowed from other libraries	Fee is set by Link + consortium	$1.50	100%	$1.50	$2	$2	
11	Replacement fee for lost or damaged library card	per card	$1.00	43%	$2.31	$4,982	$2,154	$2,828
12	Food and beverage usage fee - Library Community Rooms	Flat Fee	$36.00	192%	$18.75	$56	$108	-$52
13	Hourly fee for setup, use and operation of audio-visual equipment in Library Community Rooms	Hourly Fee	$30.00	101%	$29.76	$119	$120	-$1
14	Collection Agency fee	Flat Fee	$10.00	26%	$38.37	$8,519	$2,220	$6,299
15	Overdue Fines for Portable Electronic Devices	sliding scale 1st day $15, 2nd day $30 3rd day collections	$15.00	102%	$14.74	$118	$120	-$2
16	Room Rental Processing Fee	New - Flat Fee			$38.37	$614		$614
17	Room Set Up Fee	New - Flat Fee			$11.75	$188		$188
	Total User Fees					$232,668	$200,128	$32,540
	% of Full Cost						86%	14%
	Total Other Services					$8,694,100		$8,694,100
	Department Totals					$8,926,768	$200,128	$8,726,639
	% of Full Cost						2%	98%

Police

User Fee Study Summary Sheet

City of Santa Clara
Police
2013/2014

			Current Fee to Full Cost Comparison					
			Per Unit			*Annual*		
	Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
1	ID Card Renewal / Replacement (for multiple applications)	New - Flat Fee	$10.00	19%	$54	$18,786	$3,490	$15,296
2	Tow Driver Application	Flat Fee	$135.50	94%	$143	$717	$678	$40
3	Tow Driver Permit - Renewal	New - Flat Fee	$44.50	94%	$47	$1,037	$979	$58
4	Taxicab Company Application	Flat Fee	$1,750.00	36%	$4,908	$19,633	$7,000	$12,633
5	Taxicab Driver Application	Flat Fee	$200.00	65%	$308	$13,568	$8,800	$4,768
6	Taxicab Driver Renewal/Retest/Reinsp	Flat Fee	$38.00	99%	$38	$13,341	$13,224	$117
7	Taxicabs - Safety Inspection Fee	Flat Fee	$54.25	95%	$57	$23,296	$22,026	$1,271
8	Fingerprinting - Hard Card	Flat Fee	$38.50	94%	$41	$7,459	$7,007	$452
10	Concealed Weapon Permit - Invest	Flat Fee	$217.50	101%	$215			
11	Alarm Permit	Flat Fee	$24.50	102%	$24	$18,528	$18,914	-$386
13	False Alarm Calls - Billable	Fine for 3rd and goes up for 4th and 5th incident	$55.00	69%	$79	$72,672	$50,380	$22,292
14	False Alarm Calls - (Holdup Response)	Fine	$43.50	55%	$79	$6,664	$3,654	$3,010
15	Release of Stored Vehicles	Flat Fee	$53.50	103%	$52	$27,080	$27,981	-$901
16	Repo Fee	State Fee	$17.25	103%	$17	$1,634	$1,691	-$56
17	Massage Therapist Applicant Fee	Flat Fee	$213.50	65%	$331			
18	Massage Therapist/Owner - Cert Fee	Flat Fee	$5.00	9%	$54	$54	$5	$49
19	Massage Therapist Renewal	Flat Fee	$46.25	28%	$165	$4,959	$1,388	$3,572
20	Massage Owner Fee Permit - Initial	Flat Fee	$320.50	53%	$599			
21	Massage Owner Fee Permit .- Renewal	Flat Fee	$205.50	56%	$369			
22	Closing Out Sale	Flat Fee	$106.50	92%	$115	$115	$107	$9
23	Solicitor/Peddler - Background Invest	Flat Fee	$167.00	95%	$176	$3,349	$3,173	$176
24	Pawn/2nd Hand Dealer Permit - Initial	Flat Fee	$159.50	90%	$177			
25	Pawn/2nd Hand Dealer - Renewal	Flat Fee	$75.00	90%	$83	$583	$525	$58
26	Bingo Organization (503) Tax Exempt	Flat Fee	$993.00	90%	$1,102			
27	Residential Parking Permit	New - Flat Fee	$19.25	94%	$20	$5,390	$5,063	$327

User Fee Study Summary Sheet

City of Santa Clara
Police
2013/2014

		Current Fee to Full Cost Comparison					
		Per Unit			*Annual*		
Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
28 Clearance Letter	New - Flat Fee	$10.00	103%	$10	$1,421	$1,460	-$39
29 Amplified Music Permit	X-Support			$41	$41		$41
30 Block Party Request (is on Finance Fee Schedule)	X-Support						
31 Public Entertainment Gen'l-Bkgrd Invest	Flat Fee	$309.00	99%	$311	$311	$309	$2
32 Citation Sign Off (Non-SC citations only)	Flat Fee	$12.00	89%	$13	$27,943	$24,960	$2,983
33 Taxi Cab Company Renewal	New - Flat Fee			$2,460	$24,604		$24,604
34 Solicitor / Peddler Renewal	New - Flat Fee			$47	$1,555		$1,555
35 Motor Funeral Escort - Initial	New - Flat Fee			$176	$176		$176
36 Motor Funeral Escort Renewal	New - Flat Fee			$47	$47		$47
37 Private Security - Initial	New - Flat Fee			$176	$176		$176
38 Private Security Renewal	New - Flat Fee			$47	$707		$707
41 Pedi - Cab - Initial	New - Flat Fee			$176	$529		$529
42 Pedi - Cab Renewal	New - Flat Fee			$47	$47		$47
43 Vin Verification Fee	New - Flat Fee			$27	$4,030		$4,030
Total User Fees					$300,411	$202,811	$97,600
% of Full Cost						68%	32%
Total Other Services					$51,830,813		$51,830,813
% of Full Cost							
Department Totals					$52,131,223	$202,811	$51,928,413
% of Full Cost						0%	100%

Parks & Recreation

User Fee Study Summary Sheet

City of Santa Clara
Parks and Recreation
2013/2014

			Current Fee to Full Cost Comparison					
			Per Unit			*Annual*		
	Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
1	Adult Leagues	Leagues	$37,970	32%	$118,932	$118,932	$37,970	$80,962
2	Agnew Park Maintenance	Non Fee			$109,436	$109,436		$109,436
3	Agnews Facility at Oracle Rental	Joint Use			$4,509	$4,509		$4,509
4	Agnews Historic Cemetery Maintenance	Non Fee			$11,043	$11,043		$11,043
5	All other parks/special parks Maintenance	Non Fee			$328,325	$328,325		$328,325
6	Aquatic Sports Facility Agreements	OH			$40,149	$40,149		$40,149
7	Art & Wine Festival	Non Fee			$424,548	$424,548		$424,548
8	Bowers Park Building Classes	Classes	$17,425	102%	$17,009	$17,009	$17,425	-$416
9	Bowers Park Maintenance	Non Fee			$108,097	$108,097		$108,097
10	Bracher Park Maintenance	Non Fee			$107,503	$107,503		$107,503
11	Cemetery	Cemetery	$578,275	57%	$1,010,247	$1,010,247	$578,275	$431,973
12	Central Park Fatjo Field Maintenance	Non Fee			$106,756	$106,756		$106,756
13	Central Park Fatjo Field Rental	Rentals	$2,034	5%	$41,557	$41,557	$2,034	$39,523
14	Central Park Maintenance	Non Fee			$411,548	$411,548		$411,548
15	Central Park Non-City Special Events	Special Events			$49,404	$49,404		$49,404
16	Central Park Picnic Rentals	Rentals	$34,242	102%	$33,677	$33,677	$34,242	-$565
17	City Plaza Park Maintenance	Non Fee			$74,910	$74,910		$74,910
18	Civic Center Park Maintenance	Non Fee			$86,665	$86,665		$86,665
19	Contract Instructor Payment Processing	Non Fee			$25,647	$25,647		$25,647
20	CRC Classes	Classes	$161,447	32%	$502,058	$502,058	$161,447	$340,611
21	CRC Maintenance	Non Fee			$316,168	$316,168		$316,168
22	CRC Rentals	Rentals			$3,736	$3,736		$3,736
23	CRC Special Events	Special Events			$133,182	$133,182		$133,182
24	Day Camps	Classes	$277,654	122%	$226,913	$226,913	$277,654	-$50,741
25	Earl R. Carmichael Park Classes	Classes	$103,113	101%	$102,565	$102,565	$103,113	-$548
26	Earl R. Carmichael Park Maintenance	Non Fee			$102,766	$102,766		$102,766
27	Easter Egg Hunt	Non Fee			$30,788	$30,788		$30,788
28	Elmer Johnson Field Maintenance	Non Fee			$92,525	$92,525		$92,525

User Fee Study Summary Sheet

City of Santa Clara
Parks and Recreation
2013/2014

			Current Fee to Full Cost Comparison					
			Per Unit			*Annual*		
Service Name		Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
29	Elmer Johnson Field Rentals	Rentals			$10,963	$10,963		$10,963
30	Everett Alvarez Park Maintenance	Non Fee			$105,240	$105,240		$105,240
31	Fairway Glen Park Maintenance	Non Fee			$16,694	$16,694		$16,694
32	Fremont Park Maintenance	Non Fee			$112,413	$112,413		$112,413
33	Fuller Street Park Maintenance	Non Fee			$84,337	$84,337		$84,337
34	G. Haines Int. Swim Center Drop-in Programs	Recreation	$39,285	23%	$168,774	$168,774	$39,285	$129,489
35	G. Haines Int. Swim Center Pool Maintenance	Non Fee			$506,137	$506,137		$506,137
36	G. Haines Int. Swim Center Special Events	Special Events			$44,285	$44,285		$44,285
38	Golf Classes	Classes	$1,412	30%	$4,646	$4,646	$1,412	$3,234
39	Golf Course Maintenance	OH			$37,104	$37,104		$37,104
40	Henry Schmidt Park Classes	Classes	$10,930	56%	$19,560	$19,560	$10,930	$8,630
41	Henry Schmidt Park Maintenance	Non Fee			$154,981	$154,981		$154,981
42	Homeridge Park Maintenance	Non Fee			$111,628	$111,628		$111,628
43	Jenny Strand Park Maintenance	Non Fee			$90,627	$90,627		$90,627
44	July 4 Event	Non Fee			$176,545	$176,545		$176,545
45	Larry J. Marsalli Park Field Maintenance	Non Fee			$13,298	$13,298		$13,298
46	Larry J. Marsalli Park Maintenance	Non Fee			$141,130	$141,130		$141,130
47	Lawn Bowling Maintenance	Non Fee			$65,840	$65,840		$65,840
48	Lick Mill Park Classes	Classes	$6,140	58%	$10,667	$10,667	$6,140	$4,527
49	Lick Mill Park Maintenance	Non Fee			$186,080	$186,080		$186,080
50	Live Oak Park Maintenance	Non Fee			$160,236	$160,236		$160,236
51	Machado Park Maintenance	Non Fee			$118,798	$118,798		$118,798
52	Larry J. Marsalli Park Field	Rentals			$20,536	$20,536		$20,536
53	Mary Gomez Park Maintenance	Non Fee			$200,049	$200,049		$200,049
54	Mary Gomez Pool Maintenance	Non Fee			$189,859	$189,859		$189,859
55	Mary Gomez Pool Programs (Agreement)	Non Fee			$6,988	$6,988		$6,988
56	Maywood Park Building Classes	Classes	$7,744	48%	$16,028	$16,028	$7,744	$8,284
57	Maywood Park Maintenance	Non Fee			$113,489	$113,489		$113,489

User Fee Study Summary Sheet

City of Santa Clara
Parks and Recreation
2013/2014

		Current Fee to Full Cost Comparison					
		Per Unit			*Annual*		
Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
58 Memorial Cross Park Maintenance	Non Fee			$43,255	$43,255		$43,255
59 Midtown Park Maintenance (New 2013)	Non Fee			$74,722	$74,722		$74,722
60 Mission City Center for Performing Arts	Joint Use			$25,368	$25,368		$25,368
61 Mission College Sports Complex Field Rental	Joint Use	$7,112	47%	$15,240	$15,240	$7,112	$8,128
62 Mission College Sports Complex Maintenance	Joint Use			$116,430	$116,430		$116,430
63 Montague Park Maintenance	Non Fee			$170,286	$170,286		$170,286
64 Montague Pool Maintenance	Non Fee			$279,148	$279,148		$279,148
65 Neighborhood Pool Classes	Classes	$87,084	90%	$96,888	$96,888	$87,084	$9,804
66 Neighborhood Pool Drop-in	Recreation	$3,321	4%	$77,972	$77,972	$3,321	$74,651
67 New Kiely Park Maintenance (new 2014)	Non Fee			$23,058	$23,058		$23,058
68 Off Site Classes	Classes	$23,027	43%	$53,277	$53,277	$23,027	$30,250
69 Park Building Maintenance	Non Fee			$584,814	$584,814		$584,814
70 Park Building Rentals	Rentals	$52,674	100%	$52,596	$52,596	$52,674	-$78
71 Parks & Recreation Commission	Non Fee			$16,165	$16,165		$16,165
72 Parkway Park Maintenance	Non Fee			$112,083	$112,083		$112,083
73 Reed Street Dog Park Maintenance	Non Fee			$46,334	$46,334		$46,334
74 Roberta Jones Junior Theatre	Classes	$3,745	1%	$305,784	$305,784	$3,745	$302,039
75 Rotary Park Maintenance	Non Fee			$59,700	$59,700		$59,700
76 Santa Clara Tennis Center Agreements	OH			$9,401	$9,401		$9,401
77 Santa Clara Tennis Center Classes	Classes	$11,036	51%	$21,586	$21,586	$11,036	$10,550
78 Santa Clara Youth Soccer Park Maintenance	Non Fee			$189,346	$189,346		$189,346
79 SCUSD School Fields	Rentals			$85,776	$85,776		$85,776
80 Senior Advisory Commission	Non Fee			$31,881	$31,881		$31,881
81 Senior Center Adult Education Classes	Non Fee			$8,735	$8,735		$8,735
82 Senior Center Care Management	Non Fee			$11,968	$11,968		$11,968
83 Senior Center Classes	Classes	$15,676	17%	$91,007	$91,007	$15,676	$75,331
84 Senior Center Drop-in Programs	Recreation			$114,847	$114,847		$114,847
85 Senior Center Health & Wellness	Recreation			$203,928	$203,928		$203,928

User Fee Study Summary Sheet

City of Santa Clara
Parks and Recreation
2013/2014

		Current Fee to Full Cost Comparison					
		Per Unit			*Annual*		
Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
86 Senior Center Maintenance	Non Fee			$400,190	$400,190		$400,190
87 Senior Center Natatorium Maintenance	Non Fee			$93,734	$93,734		$93,734
88 Senior Center Natatorium Programs	Recreation			$140,964	$140,964		$140,964
89 Senior Center Nutrition Program	OH			$45,407	$45,407		$45,407
90 Senior Center Rentals	Rentals	$7,390	72%	$10,243	$10,243	$7,390	$2,853
91 Senior Center Snack Bar	Recreation			$17,263	$17,263		$17,263
92 Senior Center Special Events	Special Events	$1,005	0.3%	$372,411	$372,411	$1,005	$371,406
93 Senior Center Travel Program	Classes	$25,199	30%	$83,012	$83,012	$25,199	$57,813
94 Senior Center Volunteer Program	Recreation			$57,202	$57,202		$57,202
95 Silicon Valley Barbeque & All City Picnic	Non Fee			$247,640	$247,640		$247,640
96 Skate Park Maintenance	Non Fee			$81,730	$81,730		$81,730
97 Santa Clara Youth Soccer Park Rentals	Rentals	$65,594	100%	$65,550	$65,550	$65,594	-$44
98 Steve Carli Park Maintenance	Non Fee			$84,236	$84,236		$84,236
99 Teen Center Classes	Classes			$24,910	$24,910		$24,910
100 Teen Center Drop-in Programs	Non Fee			$257,474	$257,474		$257,474
101 Teen Center Maintenance	Non Fee			$186,147	$186,147		$186,147
102 Teen Center Rentals	Rentals	$1,335	36%	$3,703	$3,703	$1,335	$2,368
103 Teen Center Special Events	Special Events			$99,489	$99,489		$99,489
104 Thamien Park Maintenance	Non Fee			$74,558	$74,558		$74,558
105 Therapeutic Recreation Classes	Classes	$33,100	6%	$579,684	$579,684	$33,100	$546,584
106 Therapeutic Recreation Services	Recreation			$62,555	$62,555		$62,555
107 Townsend Field Maintenance	Joint Use			$109,866	$109,866		$109,866
108 Ulistac Park Maintenance	Non Fee			$54,802	$54,802		$54,802
109 War Memorial Park Maintenance	Non Fee			$48,960	$48,960		$48,960
110 Warburton Park Field	Rentals			$6,492	$6,492		$6,492
111 Warburton Park Maintenance	Non Fee			$146,422	$146,422		$146,422
112 Warburton Pool Maintenance	Non Fee			$151,212	$151,212		$151,212
113 Washingon Park Baseball Field Maintenance	Non Fee			$122,308	$122,308		$122,308

User Fee Study Summary Sheet

City of Santa Clara
Parks and Recreation
2013/2014

		Current Fee to Full Cost Comparison					
		Per Unit			*Annual*		
Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
114 Washingon Park Baseball Field Rental	Rentals	$2,558	4%	$57,361	$57,361	$2,558	$54,803
115 Website/eNotify	Non Fee			$6,526	$6,526		$6,526
116 Well Site Maintenance	Non Fee			$106,009	$106,009		$106,009
117 Westwood Oaks Maintenance	Non Fee			$72,745	$72,745		$72,745
118 Westwood Oaks Park Building Classes	Classes	$20,581	13%	$153,317	$153,317	$20,581	$132,736
119 YAC Classes	Classes	$37,784	13%	$293,955	$293,955	$37,784	$256,171
120 YAC Drop-in Programs (after school, skate park	Non Fee			$218,259	$218,259		$218,259
121 YAC Maintenance	Non Fee			$191,681	$191,681		$191,681
122 YAC Rentals	Rentals	$16,421	30%	$55,004	$55,004	$16,421	$38,583
123 YAC Special Events	Special Events			$79,865	$79,865		$79,865
124 Youth Commission	Non Fee			$76,555	$76,555		$76,555
125 Youth Leagues/Jr. Giants	Leagues	$5,897	12%	$49,979	$49,979	$5,897	$44,082
Total User Fees					$6,006,342	$1,698,210	$4,308,133
% of Full Cost						28%	72%
Total Other Services					$10,573,741		$10,573,741
Department Totals					$16,580,083	$1,698,210	$14,881,873
% of Full Cost						10%	90%

Engineering

User Fee Study Summary Sheet

City of Santa Clara
Engineering Department
2013/2014

			Current Fee to Full Cost Comparison					
			Per Unit			*Annual*		
	Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
1	Parcel Map & Record of Survey Checking	per map	$12,343	71%	$17,301	$51,904	$37,029	$14,875
2	Final Map Checking Fee	per map	$14,402	74%	$19,353	$38,707	$28,804	$9,903
3	Amended Parcel Map/Rec of Survey Chk	per map	$3,463	95%	$3,655	$3,655	$3,463	$192
4	Amended Final Map Checking Fee	per map	$4,160	93%	$4,466	$4,466	$4,160	$306
5	Processing Certificate of Correction	per cert	$2,815	93%	$3,025	$9,074	$8,445	$629
6	Assessment Dist. Reapptmnt Fee-Assemblage	2 parcels	$6,566	94%	$6,991	$6,991	$6,566	$425
7	Each Subsequent Parcel (over 2)	ea add'l	$1,680	95%	$1,771	$1,771	$1,680	$91
8	Lot Line Adjustment Processing	per appl	$6,249	93%	$6,733	$20,200	$18,747	$1,453
9	Encroachment Permit	per permit	$210	89%	$235	$35,971	$32,130	$3,841
10	Encroachment Permit-Engr&Insp Fee		$1,114	51%	$2,193	$335,576	$170,442	$165,134
11	Encroachment Permit-Slurry Sealing Fee	min fee	$70	90%	$78	$4,754	$4,270	$484
12	Field Marking - Sanitary Sewer	base fee	$140	90%	$156	$15,586	$14,000	$1,586
13	Field Marking - Water	base fee	$100	64%	$156	$15,586	$10,000	$5,586
14	Field Marking - Storm Drain	base fee	$140	90%	$156	$15,586	$14,000	$1,586
15	Encroachment Applications	per appl	$3,305	72%	$4,574	$41,165	$29,745	$11,420
16	Prep of Agreement/Easement/Grant Deed - Minor	per doc	$2,714	97%	$2,789	$13,944	$13,570	$374
17	Prep of Agreement/Easement/Grant Deed - Major	per doc	$5,428	97%	$5,578	$100,395	$97,704	$2,691
18	Combination Agreement/Grnt Deed same lot	both docs	$4,893	58%	$8,366	$8,366	$4,893	$3,473
19	Review of Agreements & Easements - Minor	per doc	$1,886	94%	$1,999	$5,996	$5,658	$338
20	Review of Agreements & Easements - Major	per doc	$3,772	94%	$3,997	$23,983	$22,632	$1,351
21	Oversize/Overweight Vehicle (Single)	State Limit	$16	31%	$52	$27,749	$8,480	$19,269
22	Oversize/Overweight Vehicle (Annual)	State Limit	$90	29%	$314	$35,184	$10,080	$25,104
23	Storage or Refuse Bin on City Street	per bin	$104	99%	$105	$6,073	$6,003	$70
24	Model Run Fee	init run	$3,700	73%	$5,070	$40,560	$29,600	$10,960
	Total User Fees					$863,239	$582,101	$281,138
	% of Full Cost						67%	33%
	Total Other Services					$766,661	$223	$766,438
	Department Totals					$1,629,900	$582,324	$1,047,576
	% of Full Cost						36%	64%

Building Inspection

User Fee Study Summary Sheet

City of Santa Clara
Building Department
2013/14

	Current Fee to Full Cost Comparison					
	Per Unit			*Annual*		
Service Name	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
EXPENDITURES						
Salaries				$2,334,934		
Benefits				$1,008,838		
Materials and Supplies				$203,263		
Support from Planning				$366,537		
Additional Staffing for 2014-15 [1]				$850,000		
Indirect Support from Central Service Departments				$658,280		
(i.e. City's Cost Allocation Plan)						
REVENUES						
52500 Building Permits					$2,500,000	
52600 Electrical Permits					$300,000	
52700 Plumbing Permits					$200,000	
52800 Mechanical Permits					$200,000	
53100 Miscellaneous Permits					$1,000	
56600 Plan Checks					$2,000,000	
57800 Building Field Inspection					$100,000	
59500 Building Inspection					$50,000	
User Fee Total				$5,421,852	$5,351,000	$70,852
					98.69%	1.31%

Footnotes:

1) This figure reflects additional staffing and contractual services anticipated to be added to the 2014-15 budget.

User Fee Study Summary Sheet

CITY OF SANTA CLARA
BUILDING DIVISION
FISCAL 2013/2014
Summary of Fee Analysis

	Full Cost Slow	Cost Recovery % Slow	Full Cost Moderate	Cost Recovery % Moderate	Full Cost High	Cost Recovery % High	Current Fee	Proposed Fee
$1,150 Valuation Project								
Water Heater								
Plan Check & Counter	$41	0.00%	$32	0.00%	$23	0.00%	$0	**$0**
Inspection	$216	23.18%	$166	30.03%	$117	42.65%	$50	**$70**
Total for Category	**$257**	**19.44%**	**$198**	**25.19%**	**$140**	**35.77%**	**$50**	**$50**
$2,300 valuation project (Termite repair)								
Non M/P/E Fee								
Plan Check & Counter	$269	25.26%	$208	32.73%	$146	46.48%	$68	**$78**
Inspection	$259	35.15%	$200	45.55%	$141	64.68%	$91	**$104**
Total for Category	**$528**	**30.11%**	**$408**	**39.02%**	**$287**	**55.40%**	**$159**	**$159**
$11,500 valuation project								
HVAC Installation Residential								
Plan Check & Counter	$74	0.00%	$57	0.00%	$40	0.00%	$0	**$0**
Inspection	$216	46.36%	$166	60.07%	$117	85.30%	$100	**$100**
Total for Category	**$289**	**34.55%**	**$223**	**44.78%**	**$157**	**63.58%**	**$100**	**$100**
$28,750 valuation project								
Commercial Remodel (restaurant interior re								
Plan Check & Counter	$1,321	25.37%	$1,019	32.87%	$718	46.68%	$335	**$335**
Inspection	$1,553	34.46%	$1,199	44.65%	$844	63.40%	$535	**$535**
Total for Category	**$2,874**	**30.28%**	**$2,218**	**39.24%**	**$1,562**	**55.72%**	**$870**	**$870**
$57,500 valuation project								
Residential Kitchen Remodel								
Plan Check & Counter	$1,402	38.15%	$1,082	49.43%	$762	70.19%	$535	**$535**
Inspection	$690	124.12%	$533	160.83%	$375	228.38%	$857	**$857**
Total for Category	**$2,093**	**66.51%**	**$1,615**	**86.18%**	**$1,137**	**122.37%**	**$1,392**	**$1,392**

User Fee Study Summary Sheet

CITY OF SANTA CLARA
BUILDING DIVISION
FISCAL 2013/2014
Summary of Fee Analysis

	Full Cost Slow	Cost Recovery % Slow	Full Cost Moderate	Cost Recovery % Moderate	Full Cost High	Cost Recovery % High	Current Fee	Proposed Fee
$115,000 valuation project								
Commercial Addition/TI								
Plan Check & Counter	$2,508	32.74%	$1,935	42.42%	$1,363	60.23%	$821	**$821**
Inspection	$1,294	101.52%	$999	131.55%	$703	186.80%	$1,314	**$1,314**
Total for Category	**$3,802**	**56.15%**	**$2,934**	**72.76%**	**$2,066**	**103.32%**	**$2,135**	**$2,135**
$115,000 valuation project								
Residential Room Addition								
Plan Check & Counter	$2,175	37.75%	$1,678	48.92%	$1,182	69.46%	$821	**$821**
Inspection	$2,071	63.45%	$1,598	82.22%	$1,125	116.75%	$1,314	**$1,314**
Total for Category	**$4,246**	**50.29%**	**$3,277**	**65.16%**	**$2,307**	**92.53%**	**$2,135**	**$2,135**
$287,500 valuation project								
Commercial Interior Demo and Rebuild								
Plan Check & Counter	$4,430	34.90%	$3,419	45.22%	$2,408	64.21%	$1,546	**$1,546**
Inspection	$2,761	89.57%	$2,131	116.06%	$1,501	164.81%	$2,473	**$2,473**
Total for Category	**$7,192**	**55.89%**	**$5,550**	**72.42%**	**$3,908**	**102.83%**	**$4,019**	**$4,019**
$287,500 valuation project								
Single Family (New Construction)								
Plan Check & Counter	$3,660	42.24%	$2,824	54.74%	$1,989	77.73%	$1,546	**$1,546**
Inspection	$4,832	51.18%	$3,729	66.32%	$2,626	94.18%	$2,473	**$2,473**
Total for Category	**$8,492**	**47.33%**	**$6,553**	**61.33%**	**$4,615**	**87.09%**	**$4,019**	**$4,019**
$575,000 valuation project								
Commercial (Interior alteration to grocery st								
Plan Check & Counter	$5,969	45.33%	$4,607	58.74%	$3,244	83.41%	$2,706	**$2,706**
Inspection	$4,314	100.33%	$3,330	130.00%	$2,345	184.60%	$4,328	**$4,328**
Total for Category	**$10,283**	**68.41%**	**$7,936**	**88.64%**	**$5,589**	**125.87%**	**$7,034**	**$7,034**

User Fee Study Summary Sheet

CITY OF SANTA CLARA
BUILDING DIVISION
FISCAL 2013/2014
Summary of Fee Analysis

	Full Cost Slow	Cost Recovery % Slow	Full Cost Moderate	Cost Recovery % Moderate	Full Cost High	Cost Recovery % High	Current Fee	Proposed Fee
$977,500 valuation project								
New Fast Food Restaurant								
Plan Check & Counter	$10,607	38.08%	$8,186	49.34%	$5,765	70.07%	$4,039	**$4,039**
Inspection	$5,522	119.93%	$4,262	155.40%	$3,001	220.66%	$6,623	**$6,623**
Total for Category	**$16,129**	**66.10%**	**$12,448**	**85.65%**	**$8,766**	**121.63%**	**$10,662**	**$10,662**
$1,150,000 valuation project								
New 6 Unit Condominium								
Plan Check & Counter	$13,104	35.30%	$10,113	45.74%	$7,122	64.96%	$4,626	**$4,626**
Inspection	$11,390	64.98%	$8,790	84.20%	$6,190	119.57%	$7,402	**$7,402**
Total for Category	**$24,494**	**49.10%**	**$18,903**	**63.63%**	**$13,312**	**90.35%**	**$12,028**	**$12,028**
$2,300,000 valuation project								
Fire Station (Commercial)								
Plan Check & Counter	$20,664	37.63%	$15,948	48.75%	$11,231	69.23%	$7,775	**$7,775**
Inspection	$18,120	68.65%	$13,984	88.95%	$9,848	126.31%	$12,439	**$12,439**
Total for Category	**$38,785**	**52.12%**	**$29,932**	**67.53%**	**$21,079**	**95.90%**	**$20,214**	**$20,214**
$6,440,000 valuation project								
Condominium								
Plan Check & Counter	$54,294	35.19%	$41,901	45.60%	$29,508	64.76%	$19,108	**$19,108**
Inspection	$96,987	31.52%	$74,849	40.85%	$52,710	58.00%	$30,572	**$30,572**
Total for Category	**$151,282**	**32.84%**	**$116,750**	**42.55%**	**$82,218**	**60.43%**	**$49,680**	**$49,680**

Notes: Initial time estimates given by the City of Santa Clara were for the "ideal" situation. Upon review it was decided that three activity levels would be shown. One being slow activity where the City could spend the ideal amount of time required to process a project. High activity was derived by comparing the cost recovery calculated by MGT to current revenue recovery by the City of Santa Clara. The difference (42%) was then used to reduce the hours spent on projects. It was determined that currently the City was in a high activity phase. Moderate activity was derived by extrapolating between the slow activity scenario and the high activity scenario.

Planning

User Fee Study Summary Sheet

City of Santa Clara
Planning Department
2013/2014

		Current Fee to Full Cost Comparison					
		Per Unit			*Annual*		
Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
1 Rezone single lot to R-1	per appl	$4,030	71%	$5,692			
2 Rezoning - lots up to one acre	per appl	$7,910	71%	$11,100	$88,800	$63,280	$25,520
3 Rezoning - lots over one acre	per appl	$9,440	71%	$13,316	$93,211	$66,080	$27,131
4 Variance - single family dwelling	per appl	$730	9%	$8,254	$33,015	$2,920	$30,095
5 Variance - all others	per appl	$3,070	72%	$4,293	$4,293	$3,070	$1,223
6 Zoning admin action single fam/duplex	per appl	$210	46%	$458	$20,601	$9,450	$11,151
7 Zoning admin action all others	per appl	$290	51%	$569	$102,463	$52,200	$50,263
8 Use permit	per appl	$6,000	54%	$11,100	$166,499	$90,000	$76,499
9 House move permit	per appl	$6,000	54%	$11,100			
10 Special permit		$800	118%	$681	$19,740	$23,200	-$3,460
11 Zoning Code Text Amendment		$7,910	76%	$10,390			
12 Tentative subdiv map up to one acre	per appl	$3,870	39%	$9,926	$39,702	$15,480	$24,222
13 Tentative subdiv map more than one acre	per appl	$8,710	71%	$12,214	$36,643	$26,130	$10,513
15 Vesting tentative subdiv map up to one acre residential	per appl	$6,060	50%	$12,214			
16 Vesting tentative subdiv map more than one acre residential	per appl	$8,970	64%	$13,946			
17 Vesting tentative subdiv map up to one acre non-residential	per appl	$7,260	75%	$9,701			
18 Vesting tentative subdiv map >one acre non-residential	per appl	$9,920	85%	$11,657			
19 Tentative parcel map up to one acre	per appl	$2,900	68%	$4,293	$4,293	$2,900	$1,393
20 Tentative parcel map more than one acre	per appl	$3,730	72%	$5,183	$20,731	$14,920	$5,811
21 Vesting tentative parcel map up to one acre	per appl	$3,650	61%	$6,025			
22 Vesting tentative parcel map > one acre	per appl	$4,950	72%	$6,914	$6,914	$4,950	$1,964
23 Lot line adjustment	per appl	$2,070	72%	$2,875	$20,123	$14,490	$5,633
25 Appeals	per req	$240	1%	$16,083	$80,413	$1,200	$79,213
26 Posting/reposting public notification - SFR	per appl	$330	87%	$377	$1,132	$990	$142
27 Posting/reposting public notification	per appl	$2,450	44%	$5,578	$5,578	$2,450	$3,128
28 Annexation of territory to City of Santa Clara	per appl	$3,780	33%	$11,385			
29 Architectual Review	per appl	$600	12%	$4,850	$130,958	$16,200	$114,758
31 Architectual Review - new devel - Non-SFR	per appl	$3,075	29%	$10,491	$262,277	$76,875	$185,402
32 City review draft EIR & prep final EIR	per appl	$12,390	80%	$15,573	$46,719	$37,170	$9,549
33 General plan amendment up to one acre	per appl	$7,290	70%	$10,390			
34 General plan amendment over one acre	per appl	$10,000	52%	$19,339	$19,339	$10,000	$9,339

User Fee Study Summary Sheet

City of Santa Clara
Planning Department
2013/2014

		Current Fee to Full Cost Comparison					
		Per Unit			*Annual*		
Service Name	Fee Description	Current Fee	Current Recovery %	Full Cost	Annual Cost	Annual Revenue	Annual Subsidy
35 Development agreement up to one acre	per appl	$8,690	69%	$12,524	$37,573	$26,070	$11,503
36 Certificate of Compliance	per cert	$1,610	70%	$2,289			
37 Amend or cancel of devel agreement	per appl	$5,870	47%	$12,524	$25,048	$11,740	$13,308
38 Special permit renewal	per appl	$435	68%	$636	$636	$435	$201
39 Sign permit fees	per appl	$210	56%	$374	$44,456	$24,990	$19,466
40 Temp sign permit (Zoning Ord Sec 40.27)	per appl	$39	70%	$56	$836	$585	$251
41 Temp sign removal	per sign	$235	12%	$1,921			
42 Street banner Permit	per appl	$39	70%	$56			
43 Mills Act application	per appl	$1,200	27%	$4,518	$9,036	$2,400	$6,636
44 City review of init study and neg dec for up to 30 units	per appl	$5,000	53%	$9,368	$18,737	$10,000	$8,737
45 City review of init study and neg dec for >30 units	per appl	$8,000	63%	$12,772	$114,945	$72,000	$42,945
46 Rezone to PD or PD-MC	per appl	$12,390	69%	$17,919			
47 Devel area plan related to a PD-MC for rezoning	per appl	$5,500	71%	$7,756			
48 Pre-Application Review Fee	per appl	$1,205	116%	$1,039	$12,465	$14,460	-$1,995
49 Flood zone verification	per appl	$50	38%	$133	$1,595	$600	$995
50 Zoning verification	per appl	$290	99%	$292	$43,868	$43,500	$368
51 Notice of Expiration	Prop New			$189			
52 Historic Landmarks	Prop New			$4,850	$4,850		$4,850
53 Use Permit - Minor	Prop New			$2,501			
54 Stormwater Management Plan Review	Prop New			$1,500			
55 Code Enforcement	Non-Fee			$194,342	$194,342		$194,342
Total User Fees					$1,517,490	$740,735	$776,755
% of Full Cost						49%	51%
Total Other Services					$936,532		$936,532
% of Full Cost							
Department Totals					$2,454,023	$740,735	$1,713,288
% of Full Cost						30%	70%

Section III

Fully Burdened Hourly Rates

Library

Full Cost Hourly Rates

Agency: City of Santa Clara
Department: Library
Fiscal Year: 2013/2014

	Position	Annual Salary	Hourly			
			Salary & Benefits	Internal Dept Admin	Citywide Support	Total
1	City Librarian	$ 179,916	$ 120.90	$ 39.35	$ 45.55	$ 205.80
2	Div. Mng. - Youth & Ext. Srvs.	$ 108,852	$ 73.14	$ 23.81	$ 27.56	$ 124.51
3	Div. Mng. - Support Srvs.	$ 114,336	$ 76.83	$ 25.01	$ 28.94	$ 130.78
4	Prog. Coor.-Youth Srvs./Local History	$ 105,451	$ 70.86	$ 23.06	$ 26.70	$ 120.62
5	Program Coordinator	$ 77,253	$ 51.91	$ 16.90	$ 19.56	$ 88.37
6	Prog. Coord. - Reference	$ 106,620	$ 71.64	$ 23.32	$ 26.99	$ 121.96
7	Prog. Coord. - Cataloging	$ 106,620	$ 71.64	$ 23.32	$ 26.99	$ 121.96
8	Prog. Coord. - Technology	$ 104,064	$ 69.93	$ 22.76	$ 26.34	$ 119.03
9	Librarian I/II	$ 76,296	$ 51.27	$ 16.69	$ 19.31	$ 87.27
10	Circulation Supervisor	$ 72,108	$ 48.45	$ 15.77	$ 18.25	$ 82.48
11	Program Supervisor	$ 89,760	$ 60.32	$ 19.63	$ 22.72	$ 102.67
12	Sr. Library Assistant	$ 67,094	$ 45.09	$ 14.68	$ 16.99	$ 76.75
13	Library Technology Assistant	$ 81,348	$ 54.66	$ 17.79	$ 20.59	$ 93.05
14	Library Assistant I/II	$ 60,666	$ 40.77	$ 13.27	$ 15.36	$ 69.39
15	Literacy Student/Tutor Coord.	$ 73,980	$ 49.71	$ 16.18	$ 18.73	$ 84.62
16	Material Mender/Processor	$ 67,116	$ 45.10	$ 14.68	$ 16.99	$ 76.77
17	Literacy Advocate	$ 58,984	$ 39.64	$ 12.90	$ 14.93	$ 67.47
18	Family Literacy Cood. - as needed	$ 58,494	$ 39.31	$ 12.79	$ 14.81	$ 66.91
19	Librarian I - as needed	$ 69,302	$ 46.57	$ 15.16	$ 17.54	$ 79.27
20	Librarian II - as needed	$ 89,110	$ 59.88	$ 19.49	$ 22.56	$ 101.93
21	Library Assistant I - as needed	$ 61,863	$ 41.57	$ 13.53	$ 15.66	$ 70.76
22	Library Assistant II - as needed	$ 72,240	$ 48.54	$ 15.80	$ 18.29	$ 82.63
23	Library Page - as needed	$ 21,556	$ 14.48	$ 4.71	$ 5.46	$ 24.66
24	Sr. Library Page - as needed	$ 20,545	$ 13.81	$ 4.49	$ 5.20	$ 23.50
25	Tehcnology Aide - as needed	$ 25,042	$ 16.83	$ 5.48	$ 6.34	$ 28.64

Notes:

Hourly personnel rate is calculated by dividing annual salary & benefits by 2,080 hours.
Internal admin/indirect rate of 32.6% is applied to hourly personnel rate.
External admin/indirect rate of 37.7% is applied to hourly personnel rate.

Police

Full Cost Hourly Rates

Agency: City of Santa Clara
Department: Police
Fiscal Year: 2013/2014

	Position	Annual Salary	Hourly			
			Salary & Benefits	Internal Dept Admin	Citywide Support	Total
1	Police Chief	$ 212,568	$ 159.49	$ 76.74	$ 44.61	$ 280.84
2	Asst Police Chief	$ 202,440	$ 151.89	$ 73.09	$ 42.49	$ 267.46
3	Police Captain	$ 192,804	$ 144.66	$ 69.61	$ 40.47	$ 254.73
5	Admin Analyst	$ 113,664	$ 85.28	$ 41.04	$ 23.86	$ 150.17
6	Police Lieutenant	$ 170,437	$ 127.88	$ 61.53	$ 35.77	$ 225.18
7	Police Sergeant	$ 127,195	$ 95.43	$ 45.92	$ 26.70	$ 168.05
8	Police Officer	$ 122,016	$ 91.55	$ 44.05	$ 25.61	$ 161.21
9	Sr Comm Dispatcher	$ 102,608	$ 76.98	$ 37.04	$ 21.54	$ 135.57
10	Comm Dispatcher III	$ 92,340	$ 69.28	$ 33.34	$ 19.38	$ 122.00
11	Comm Dispatcher I/II	$ 82,493	$ 61.89	$ 29.78	$ 17.31	$ 108.99
12	Police Records Supervisor	$ 62,517	$ 46.91	$ 22.57	$ 13.12	$ 82.60
13	Jail Svc Officer	$ 75,117	$ 56.36	$ 27.12	$ 15.77	$ 99.24
14	Police Records Spec I/II	$ 62,381	$ 46.80	$ 22.52	$ 13.09	$ 82.42
15	Community Svc Officer I/II	$ 64,113	$ 48.10	$ 23.15	$ 13.46	$ 84.71
16						
17						
18	Forensic Coordinator	$ 101,484	$ 76.14	$ 36.64	$ 21.30	$ 134.08
19	Police Records Mgr	$ 101,484	$ 76.14	$ 36.64	$ 21.30	$ 134.08
20	Crime Analyst	$ 39,672	$ 29.77	$ 14.32	$ 8.33	$ 52.41
21	Office Spec IV	$ 75,413	$ 56.58	$ 27.23	$ 15.83	$ 99.64
22	Office Spec III	$ 73,672	$ 55.27	$ 26.60	$ 15.46	$ 97.33
23	Office Spec II	$ 61,072	$ 45.82	$ 22.05	$ 12.82	$ 80.69
24						
25	Holiday Pay / Premium Pay	$ 1,404,864	$ 1,054.04	$ 507.20	$ 294.86	$ 1,856.10

Notes:

Hourly personnel rate is calculated by dividing annual salary & benefits by 2,080 hours.
Internal admin/indirect rate of 48.1% is applied to hourly personnel rate.
External admin/indirect rate of 28% is applied to hourly personnel rate.

Parks & Recreation

Full Cost Hourly Rates

Agency: City of Santa Clara
Department: Parks and Recreation
Fiscal Year: 2013/2014

	Position	Annual Salary	Hourly			
			Salary & Benefits	Internal Dept Admin	Citywide Support	Total
1	Director	$ 177,480	$ 121.31	$ 32.77	$ 26.15	$ 180.24
2	Deputy Director	$ 130,560	$ 89.24	$ 24.11	$ 19.24	$ 132.59
3	Recreation Manager	$ 117,312	$ 80.19	$ 21.66	$ 17.29	$ 119.14
4	Park Maint. & Ops Supv.	$ 117,600	$ 80.38	$ 21.72	$ 17.33	$ 119.43
5	Park Const & Repair Sup	$ 114,732	$ 78.42	$ 21.19	$ 16.91	$ 116.52
6	Park Maint. Crafts Worker	$ 86,560	$ 59.17	$ 15.98	$ 12.76	$ 87.91
7	Grounds Maint Wkr I/II/III	$ 65,634	$ 44.86	$ 12.12	$ 9.67	$ 66.65
8	Foreperson	$ 96,492	$ 65.96	$ 17.82	$ 14.22	$ 97.99
9	Rec Supv	$ 97,417	$ 66.59	$ 17.99	$ 14.36	$ 98.93
11	Office Spclst II/III/IV	$ 71,360	$ 48.78	$ 13.18	$ 10.52	$ 72.47
12	Cemetery Ops Superintendent	$ 104,940	$ 71.73	$ 19.38	$ 15.46	$ 106.57
13	Cemetary Staff	$ 44,712	$ 30.56	$ 8.26	$ 6.59	$ 45.41
14	Parks Temp Staff	$ 26,495	$ 18.11	$ 4.89	$ 3.90	$ 26.91
15	Youth Activity Temp Staff	$ 24,519	$ 16.76	$ 4.53	$ 3.61	$ 24.90
17	Comm Rec Classes temp staff	$ 30,786	$ 21.04	$ 5.68	$ 4.54	$ 31.26
18	Rec Facilities temp staff	$ 22,345	$ 15.27	$ 4.13	$ 3.29	$ 22.69
19	Aquatics temp staff	$ 26,560	$ 18.15	$ 4.90	$ 3.91	$ 26.97
20	Adult Sports temp staff	$ 25,421	$ 17.38	$ 4.69	$ 3.75	$ 25.82
21	Teen Center temp staff	$ 23,459	$ 16.03	$ 4.33	$ 3.46	$ 23.82
22	Cemetary temp staff	$ 38,635	$ 26.41	$ 7.13	$ 5.69	$ 39.24

Notes:

Hourly personnel rate is calculated by dividing annual salary & benefits by 2,080 hours.
Internal admin/indirect rate of 27% is applied to hourly personnel rate.
External admin/indirect rate of 21.6% is applied to hourly personnel rate.

Engineering

Full Cost Hourly Rates

Agency: City of Santa Clara

Department: Engineering Department

Fiscal Year: 2013/2014

	Position	Annual Salary	Hourly			
			Salary & Benefits	Internal Dept Admin	Citywide Support	Total
1	Director of PW	$ 220,836	$ 163.84	$ 64.57	$ 70.63	$ 299.04
2	City Engineer	$ 165,697	$ 122.94	$ 48.44	$ 53.00	$ 224.38
3	Traffic Engineer	$ 159,012	$ 117.98	$ 46.49	$ 50.86	$ 215.32
4	Principal Engineer	$ 111,592	$ 82.79	$ 32.63	$ 35.69	$ 151.11
5	Civil Engineer II	$ 93,312	$ 69.23	$ 27.28	$ 29.85	$ 126.36
6	Civil Engineer I	$ 102,004	$ 75.68	$ 29.82	$ 32.63	$ 138.13
7	Principal Engineer Aide	$ 101,484	$ 75.29	$ 29.67	$ 32.46	$ 137.42
8	Senior Engineering Aide	$ 45,432	$ 33.71	$ 13.28	$ 14.53	$ 61.52
9	Office Specialist II	$ 35,208	$ 26.12	$ 10.29	$ 11.26	$ 47.68
10	Chief of Party	$ 83,340	$ 61.83	$ 24.37	$ 26.66	$ 112.85
11	Materials Testing Tech	$ 104,064	$ 77.21	$ 30.43	$ 33.28	$ 140.92
12	Public Works Inspector	$ 68,050	$ 50.49	$ 19.90	$ 21.77	$ 92.15
13	Office Specialist IV	$ 79,345	$ 58.87	$ 23.20	$ 25.38	$ 107.44
14	Account Clerk II	$ 77,617	$ 57.59	$ 22.69	$ 24.83	$ 105.10
15	Traffic Operations Engr	$ 117,041	$ 86.84	$ 34.22	$ 37.43	$ 158.49

Notes:

Hourly personnel rate is calculated by dividing annual salary & benefits by 2,080 hours.

Internal admin/indirect rate of 39.4% is applied to hourly personnel rate.

External admin/indirect rate of 43.1% is applied to hourly personnel rate.

Building Inspection

Personnel Services Analysis

Agency: City of Santa Clara
Department: Building Division
Fiscal Year: 2013/2014

	Position	Include in Rate	Annual Salary	Hourly			
				Salary & Benefits	Internal Dept Admin	Citywide Support	Total
1	Building Official	Yes	$ 168,252	$ 116.14	$ 100.97	$ 51.84	$ 268.95
2	Permit Center Manager	Yes	$ 147,600	$ 101.89	$ 88.57	$ 45.48	$ 235.94
3	Inspection Manager	Yes	$ 129,660	$ 89.50	$ 77.81	$ 39.95	$ 207.26
4	Senior Plans Examiner	Yes	$ 115,065	$ 79.43	$ 69.05	$ 35.45	$ 183.93
5	Senior Inspector (B, E, P)	Yes	$ 115,747	$ 79.90	$ 69.46	$ 35.66	$ 185.02
6	Plans Examiner	Yes	$ 118,824	$ 82.02	$ 71.31	$ 36.61	$ 189.94
7	Combo Inspector	Yes	$ 104,884	$ 72.40	$ 62.94	$ 32.32	$ 167.66
8	Sr Permit Tech/Permit Tech	Yes	$ 78,267	$ 54.03	$ 46.97	$ 24.12	$ 125.11
9	Office Specialist III/II	Yes	$ 56,440	$ 38.96	$ 33.87	$ 17.39	$ 90.22
10	Customer Svc Rep - Permit Ctr	Yes	$ 70,416	$ 48.61	$ 42.26	$ 21.70	$ 112.56

Notes:

Hourly personnel rate is calculated by dividing annual salary & benefits by 2,080 hours.
Internal admin/indirect rate of 86.9% is applied to hourly personnel rate.
External admin/indirect rate of 44.6% is applied to hourly personnel rate.

Planning

Personnel Services Analysis

Agency: City of Santa Clara
Department: Planning Division
Fiscal Year: 2013/2014

	Position	Include In Rate	Annual Salary	Hourly			
				Salary & Benefits	Internal Dept Admin	Citywide Support	Total
1	Director of Plan & Insp	Yes	$ 196,151	$ 140.59	$ 133.25	$ 59.34	$ 333.19
2	City Planner	Yes	$ 136,669	$ 97.96	$ 92.84	$ 41.35	$ 232.15
3	Devel Review Officer	Yes	$ 129,300	$ 92.68	$ 87.84	$ 39.12	$ 219.63
4	Principal Planner	Yes	$ 116,184	$ 83.28	$ 78.93	$ 35.15	$ 197.35
5	Associate Planner	Yes	$ 106,138	$ 76.08	$ 72.10	$ 32.11	$ 180.29
6	Assistant Planner II	Yes	$ 94,200	$ 67.52	$ 63.99	$ 28.50	$ 160.01
7	Code Enf Technician	Yes	$ 78,604	$ 56.34	$ 53.40	$ 23.78	$ 133.52
8	Office Specialist IV	Yes	$ 78,380	$ 56.18	$ 53.25	$ 23.71	$ 133.14
9	Office Specialist II	Yes	$ 51,996	$ 37.27	$ 35.32	$ 15.73	$ 88.32

Notes:

Hourly personnel rate is calculated by dividing annual salary & benefits by 2,080 hours.
Internal admin/indirect rate of 94.8% is applied to hourly personnel rate.
External admin/indirect rate of 42.2% is applied to hourly personnel rate.

City of Santa Clara

Municipal Fee Schedule 2014-15

Proposed

April 22, 2014

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Reader's Guide

The purpose of this Reader's Guide is to make the City of Santa Clara Municipal Fee Schedule for 2014-15 easier to review. The Reader's Guide highlights information contained in this document, defines terminology used in column headers, and briefly explains how voter approved Proposition 26 impacts the Schedule.

Fees, rates, and charges are intended to encompass all charges established by license, permit fees, utility charges, refuse collection and any other charges for goods and services and use of City-owned or operated facilities. Certain fees omitted from the Municipal Fee Schedule are published separately and noted on page V of this schedule. Such fees and charges published separately are unique because they are mandated by external agencies or because they receive special attention and review from City Council prior to adoption.

A comprehensive listing of the City's fees, rates, and charges, arranged in sections by department make up the City of Santa Clara Municipal Fee Schedule. During an annual review, each department recommends appropriate adjustments after considering the total costs to the City for each service provided. Costs include (1) personnel time (providing the service and collecting data), (2) equipment used, (3) material, service and supply costs, (4) department and City-wide overhead, and (5) any other costs that may be incurred that are directly related to the specific fees, rates or charges. Periodically, the City will contract with an outside consultant to perform a comprehensive review/study of fees. In 2012, MGT of America completed a cost allocation plan and conducted the first phase of a comprehensive fee study. In 2013, MGT of America completed the second phase of a comprehensive review/study of fees.

Proposition 26

Proposition 26, passed by voters on November 2, 2010, is a constitutional amendment that introduces, for the first time, a definition of what constitutes a local tax:

> *As used in this section, "tax" means any levy, charge, or exaction of any kind imposed by a local government…*

Under this definition, many requirements imposed by a local government that results in the local government receiving revenues are considered local taxes. This means that local government would need to obtain majority approval of the voters if the revenues are to be used for general governmental purpose and by two-thirds of voters if used for a specific purpose. In contrast, a fee may be adopted by a majority vote of City Council. There are seven (7) exceptions to this amendment under Proposition 26:

1. **Special Benefit or Privilege:** A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

2. **Government Service or Product:** A charge imposed for specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

3. **Licenses and Permits:** A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

4. **Local Government Property:** A charge imposed for entrance to or use of local government property, or the purchase, rental or lease of a local government property.

5. **Fines and Penalties:** A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law.

6. **Property Development:** A charge imposed as a condition of property development.

7. **The Prop 218 Exception:** Provides that property assessment and property-related fees that are already subject to the approval requirements of Proposition 218 are not taxes. Common examples include water and sewer rates and special district assessments such as Landscape and Lighting District Act assessments.

All fees, rates, and charges have been reviewed by the City Attorney's Office and meet one or more of the exceptions to Proposition 26, or are not subject to Proposition 26.

City of Santa Clara Municipal Fee Schedule Column Descriptors

1. Description of Fee, Rate, or Charge: Identifies the nature of the fee, rate, or charge.

2. Current Fee and Period: Identifies the current cost associated with the fee, rate, or charge.

3. Charging Dept/Div: City Department responsible for initiating the fee, rate, or charge.

   Collecting Dept/Div: City Department assigned to collect the fee, rate, or charge.

4. Date Fee Last Changed: The date the fee was last updated by ordinance and/or resolution.

5. Fee Detail:

   Objective: The reasoning as to why the City collects the fee, rate, or charge. This schedule may identify one or more of the following classifications: (1) Recover Cost, (2) User Tax, (3) User Fee, (4) Penalty, (5) Compliance, and (6) Impact Development Fee.

   Prop 26 Exception: Identifies exception classification for the fee, rate, or charge. The reader will see numbers 1-7, or a combination of 1-7, as some fees, rates, and charges fall under multiple classifications. N/A signifies the fee, rate, or charge is not imposed by local government.

   Full Cost: Summarizes both direct and indirect costs associated with the fee, rate, or charge. If no cost is provided, the basis for the charge is defined either by ordinance or resolution, calculated separately based on individual circumstances, or established by an outside entity.

6. Comments: Identifies special notes related to the specific fee, rate, or charge.

7. Proposed New or Revised Fee 2014-15: The recommended new or revised dollar amount for City Council review.

8. Percentage Change: The calculated percent change from the current 2013-14 fee and the proposed 2014-15 fee.

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

The Following is a List of Separately Published Fee Schedules.
These Schedules Are Not Included in This Document.
Copies of These Documents Can Be Found in the City Clerk's Office Located at
City Hall and at Central Library's Reference Desk.

- Electric Utility Rate Schedules

- Planning Department Uniform Administrative Code

  National Electric Code
  Uniform Administrative Code
  Uniform Building Code, Volume 1, 2 and 3
  Uniform Housing Code
  Uniform Mechanical Code
  Uniform Code for the Abatement of
  Dangerous Buildings
  Uniform Building Security Code

- Public Works / Street Department

  Cleanup Campaign Charge
  Garbage / Rubbish / Recycle Charges
  Household Hazardous Waste Charge
  Storm Drain Environmental Compliance Fee

- Santa Clara Recreation Activities Guide

- Water and Sewer Utilities

  Water Rate Schedules
  Sewer Rate Schedules
  Solar Swimming Pool Heater Service Charges
  Solar Domestic Hot Water System Service Charges

- Taxable items are subject to applicable sales taxes at prevailing tax rates.

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Municipal Fee Schedule

City Manager

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
CITY MANAGER / ADMINISTRATION

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
City Administrative Building Rental (excludes use of City projection/slide equipment located in Council Chambers. Audio equipment is built in and available.) [No charge for governmental agencies]	$ 15.00 per hour 7:30 AM - 5:00 PM $ 20.00 per hour after 5:00 PM	**Charged By:** City Clerk's Office **Collected By:** Finance	**Date:** 06/10/03 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 4 **Full Cost:** $ 44.00	Rental of Council Chambers includes use of built-in audio system (podium mic) but does not include use of built-in projection screens or computer projection equipment.		
City Charter Public Employees	$ 0.20 per page $ 0.05 per page	**Charged By:** City Clerk's Office **Collected By:** City Clerk's Office	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 3.14			
FAX Machine Public Employees	$ 0.20 per page $ 0.05 per page	**Charged By:** City Clerk's Office **Collected By:** City Clerk's Office	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 7.36			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Data CD	$ 3.00 per CD	**Charged By:** City Clerk's Office **Collected By:** City Clerk's Office	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 3.10			
Council meeting DVD duplication fee	$ 21.00 per DVD	**Charged By:** City Manager's Office **Collected By:** City Manager's Office	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 21.00			
Council meeting audio tape duplication fee	$ 15.75 per tape	**Charged By:** City Manager's Office **Collected By:** City Manager's Office	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 24.52			
Copy Machine Usage Public Employees	$ 0.20 per page $ 0.05 per page	**Charged By:** City Clerk's Office **Collected By:** City Clerk's Office	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 0.20			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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CITY MANAGER / ADMINISTRATION

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Subpoena Fees Non-Safety Employees	$ 150.00	Charged By: City Collected By: Finance	Date: 07/17/87 O. No.: O.Date: CMD 99	Objective: Compliance Prop 26 Exception: N/A Full Cost: N/A			
Subpoena Fees Safety Employees		Charged By: City Collected By: Finance	Date: 01/01/13 O. No.: O.Date: CMD 99	Objective: Compliance Prop 26 Exception: N/A Full Cost: N/A		$ 275.00	New
Subpoena Fees Federal District Court	$ 30.00 per day	Charged By: City Collected By: Finance	Date: 07/17/87 O. No.: O.Date: CMD 99	Objective: Compliance Prop 26 Exception: N/A Full Cost: N/A			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Mileage Superior and Municipal Court	IRS Business Mileage Rate	**Charged By:** City **Collected By:** Finance	**Date:** 06/12/01 **O. No.:** **O.Date:** CMD 99	**Objective:** Compliance **Prop 26 Exception:** N/A **Full Cost:** N/A			
Mileage Federal District Court	IRS Business Mileage Rate	**Charged By:** City **Collected By:** Finance	**Date:** 06/12/01 **O. No.:** **O.Date:** CMD 99	**Objective:** Compliance **Prop 26 Exception:** N/A **Full Cost:** N/A			
Jury Fees Federal District Court	$ 30.00 per day and IRS Business Mileage Rate	**Charged By:** City **Collected By:** Finance	**Date:** 06/12/01 **O. No.:** **O.Date:** **Other (specify):** CMD 25	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** N/A			
Applications Special Outdoor Event on City Property: City Sponsored Event Non-Profit Organizations All Other	 no fee $ 25.00 $ 250.00	**Charged By:** City Manager **Collected By:** Planning	**Date:** 06/10/97 **O. No.:** **O.Date:**	**Objective:** Compliance **Prop 26 Exception:** 4 **Full Cost:** $ 250.00			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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ANIMAL CONTROL					For owners who are 65 years of age or older, there is no license fee charged for the first animal. Fees will apply to the second and additional animals for such owners. State law requires that dogs must be licensed by the age of (4) four months. Failure to license a dog by the age of (4) four months, or within 30 days of acquisition or within 30 days of residency (for a new resident) or within 30 days of the expiration date of a previously issued license will be subject to the Late (Delinquent) Fee. Dog licenses are not transferable from one owner to the next.		
LICENSE FEES							
Dog License Fees		**Charged By:**	**Date:** 03/25/10	**Objective:** Recover Cost User Fee Penalty			
Altered One Year	$ 22.00	Silicon Valley					
Altered Two Years	$ 32.00	Animal Control	**Res.No.**				
Altered Three Years	$ 42.00	Authority	**SVACA 2010-1**				
Unaltered One Year	$ 100.00	**Collected By:**	**Res. Date:**	**Prop 26 Exception:** 3			
		Silicon Valley	**03/25/10**				
Cat License Fees		Animal Control		**Full Cost:** N/A			
Altered One Year	$ 10.00	Authority					
Altered Two Years	$ 18.00						
Altered Three Years	$ 26.00						
Unaltered One Year	$ 50.00						
Other License Fees							
Replacement Tag	$ 5.00						
Late (Delinquent) Fee - Licensing	$ 50.00						
Courtesy Fee	$ 2.00	**Charged By:**	**Date:** 03/28/13	Fee collected to offset the cost of expenses for a new web based licensing program. The program simplifies the licensing process for animal owners and increases staff efficiency. Service is optional. Owners may still renew or license in person or by mail.			
		Silicon Valley					
		Animal Control	**Res.No.**				
		Authority	**SVACA 2013-2**				
		Collected By:	**Res. Date:**				
		Silicon Valley	**03/28/13**				
		Animal Control					
		Authority					

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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SHELTER SERVICES							
Impound/Redemption Fees		**Charged By:**	**Date:** 03/25/10	**Objective:** Recover Cost Penalty	Includes animals impounded for rabies quarantine. Offenses accumulate through the life of the animal.		
Dogs and Cats		Silicon Valley					
Altered-1st Offense	$ 35.00	Animal Control	**Res.No.**				
Unaltered-1st Offense	$ 100.00	Authority	**SVACA 2010-1**	**Prop 26 Exception:** 3			
Altered or Unaltered-2nd Offense	$ 125.00	**Collected By:**	**Res. Date:**				
Altered or Unaltered-3rd Offense	$ 175.00	Silicon Valley	**03/25/10**	**Full Cost:** N/A			
Altered or Unaltered-4th Offense	$ 205.00	Animal Control					
		Authority					
Other Domestic/Exotic							
Large animal (horse, pig, etc.)	$ 75.00						
Small Animal (bird, rabbit, etc.)	$ 28.00						
Boarding Fees							
per day or portion thereof:							
Dogs and Cats	$ 22.00						
All Other Animals	$ 11.00						
ADOPTION FEES							
Type of Animal		**Charged By:**	**Date:** 03/25/10	**Objective:** Recover Cost User Fee	SVACA reserves the right to deny adoptions in certain circumstances for cause.		
Dog	$ 150.00	Silicon Valley					
Cat	$ 100.00	Animal Control	**Res.No.**				
Kitten (less than six months)	$ 150.00	Authority	**SVACA 2010-1**	**Prop 26 Exception:** 3			
Rabbit	$ 30.00	**Collected By:**	**Res. Date:**				
Small Animal	$ 20.00	Silicon Valley	**03/25/10**	**Full Cost:** N/A			
Bird	$ 20.00	Animal Control					
Dog Behavior Training Deposit	$ 100.00	Authority					

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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ANIMAL SURRENDER FEES							
Dog/Cat	$ 150.00	**Charged By:**	**Date:** 03/24/11	**Objective:** Recover Cost User Fee			
Other	$ 40.00	Silicon Valley Animal Control Authority	**Res.No.** SVACA 2011-2	**Prop 26 Exception:** 3			
		Collected By: Silicon Valley Animal Control Authority	**Res. Date:** 03/24/11	**Full Cost:** N/A			
Disposal							
Small Animals	$ 25.00						
Dog/Cat/Rabbit	$ 50.00						
Dogs and others over 150 lbs.	$ 125.00						
TRAP FEES							
No Daily Fees		**Charged By:** Silicon Valley Animal Control Authority	**Date:** 03/27/06	**Objective:** Recover Cost User Fee	Maximum rental period on all traps is 2 weeks, unless extended by SVACA staff.		
Refundable Deposit	$ 100.00		**Res.No.** SVACA 2006-2	**Prop 26 Exception:** 3			
		Collected By: Silicon Valley Animal Control Authority	**Res. Date:** 3/27/06	**Full Cost:** N/A			
OTHER FEES							
Animal Establishment Fee	$ 100.00	**Charged By:** Silicon Valley Animal Control Authority	**Date:** 03/27/14	**Objective:** Recover Cost User Fee Penalty		$ 200.00	100.0%
Animal Rescue Registration						$ 25.00	New
Keeping of Animal or Fowl Permit			**Res.No.** SVACA 2014-1			$ 50.00	New
Dangerous Dog Fee	$ 200.00						
Field Service Charge, per trip	$ 50.00	**Collected By:** Silicon Valley Animal Control Authority	**Res. Date:** 03/27/14	**Prop 26 Exception:** 3			
Home Quarantine Fee	$ 50.00						
Returned Check Charge	$ 50.00			**Full Cost:** N/A			
Lab Processing Fee	$ 100.00						
Volunteer Materials Fee	$ 35.00						
Records Request Fee	$ .20/page						

Reference: CMD 109

Form: FEEFORM Revised: May 2011

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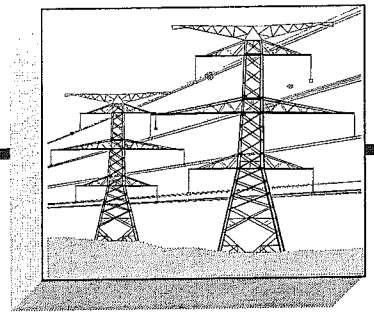

Municipal Fee Schedule

Electric Utility

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
ELECTRIC UTILITY

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Overhead Lines - New Single Family/Residential	$ 868.06 per lot	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 909.38		$ 909.38	4.8%
Overhead Lines - New Multiple Units	$ 534.38 per unit	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 559.82		$ 559.82	4.8%
Overhead Lines - New Mobile Courts	$ 446.02 per unit	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 467.25		$ 467.25	4.8%
Overhead Lines - New Street Lighting	$ 5.37 per front foot	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 5.63		$ 5.63	4.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Underground - New Single Family/Residential	$ 1,279.50 per lot	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 1,340.41		$ 1,340.41	4.8%
Underground - New Multiple Units/Residential	$ 1,141.48 per unit	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 1,195.82		$ 1,195.82	4.8%
Underground - New Mobile Courts	$ 1,013.63 per unit	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 1,061.88		$ 1,061.88	4.8%
Underground - New Street Lighting	$ 13.23 per front foot	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 13.86		$ 13.86	4.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
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RESOLUTION NUMBER: **APPROVED:**

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Underground - New Street Lighting (Over 10 acres)	$ 2,017.33 per acre	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 2,113.35		$ 2,113.35	4.8%
Underground - Existing Single Family	$ 2,514.12 per lot	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 2,633.80		$ 2,633.80	4.8%
Underground - Existing Multi-Units	$ 1,344.08 per unit	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 1,408.05		$ 1,408.05	4.8%
Underground - Existing Street Lighting	$ 19.63 per front foot	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 20.57		$ 20.57	4.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Load Development	$ 103.36 per KVA	**Charged By:** Electric **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 108.27		$ 108.27	4.8%
Temporary Pole Connection	$ 332.11	**Charged By:** Electric **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 546.93		$ 415.14	25.0%
Underground Street Light Relocation	$ Actual cost	**Charged By:** Electric **Collected By:** Finance	**Date:** **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost			
Service Wire Relocation from Mid-Span	$ 825.20	**Charged By:** Electric **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 2,104.20		$ 1,031.50	25.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Service Wire Relocation from Pole	$ 377.53	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 463.59		$ 463.59	22.8%
Meter Test Deposit	$ 85.94	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 90.29		$ 90.29	5.1%
Service Wire Relocation Additional Linework Includes: Labor Costs Material Costs Equipment Costs	$ Cost plus 61% overhead cost plus 15% Warehouse expenses	Charged By: Electric Collected By: Finance	Date: 08/06/91 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: As Calculated			
Electric System Damage Includes: Labor Costs Material Costs Equipment Costs	$ Cost plus 61% overhead cost plus 15% Warehouse expenses	Charged By: Electric Collected By: Finance	Date: 08/06/91 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 5 Full Cost: As Calculated			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Energy Data Pulses	$ Actual Cost Customer shall pay all City out-of-pocket expenses	Charged By: Electric Collected By: Finance	Date: O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Cost			
Service Reconnection at the pole	$ 128.86	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 146.60		$ 146.60	13.8%
Service reconnection at the Weatherhead	$ 86.44	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 146.60		$ 108.05	25.0%
Electric Reconnection Fee - Normal Reconnection	$ 87.93 per account	Charged By: Electric Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Penalty Prop 26 Exception: 1,2,5 Full Cost: $ 97.73		$ 97.73	11.1%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Service Fee Customer-Owned Equipment Problem	$ 54.43 per hour	**Charged By:** Electric **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 57.02		$ 57.02	4.8%
Electric replacement/ reconnection fee due to meter tampering/illegal access.	$ 171.88 per account Fee to fix meter plus two (2) times estimated cost of services used	**Charged By:** Electric **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:** Electric Rules and Regulations #7B	**Objective:** Recover Cost Penalty **Prop 26 Exception:** 1,2,5 **Full Cost:** $ 195.44		$ 195.44	13.7%
Time Of Use Meter Installation - Residential	$ 276.19 per meter	**Charged By:** Electric **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 289.33		$ 289.33	4.8%
Time Of Use Meter Installation - Non-Residential	$ 552.38 per meter	**Charged By:** Electric **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 578.67		$ 578.67	4.8%

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Municipal Fee Schedule

Engineering

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
ENGINEERING/LPD; DESIGN; TRAFFIC

RESOLUTION NUMBER:

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DESCRIPTION OF FEE , RATE or CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV --------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Parcel Map and Record of Survey Checking Fee	$ 12,343.00 per map	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: $ 17,301.00	See note 3 for justification	$ 17,301.00	40.2%
Final Map Checking Fee	$ 14,402.00 plus $ 208.00 per lot beyond 5 lots	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: $ 19,353.00	See note 3 for justification	$ 19,353.00 $ 280.00	34.4% 34.6%
Amended Parcel Map, and Record of Survey Checking Fee	$ 3,463.00 per map	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: $ 3,655.00	See note 3 for justification	$ 3,655.00	5.5%
Amended Final Map Checking Fee	$ 4,160.00 per map	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: $ 4,466.00	See note 3 for justification	$ 4,466.00	7.4%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Processing Certificate of Correction (for Final/Parcel Maps.)	$ 2,815.00 per certificate	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 3,025.00	See note 3 for justification	$ 3,025.00	7.5%
Assessment District Reapportionment Fee - Assemblage/Parcel Split First two Parcels Each Subsequent Parcel	$ 6,566.00 $ 1,680.00	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 6,991.00	See note 3 for justification	$ 6,991.00 $ 1,771.00	6.5% 5.4%
Processing Certificate of Compliance	City staff time at salary X 2.25	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/09/09 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** Actual Cost		City staff time at salary X 2.82	25.3%
Lot Line Adjustment Processing	$ 6,249.00 per application	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 6,733.00	See note 3 for justification	$ 6,733.00	7.7%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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RESOLUTION NUMBER:

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Security Deposit for Survey Property Monument Minimum Security Deposit	$ 474.00 per monument $ 2,348.00 minimum per map	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: $ 2,409.00	See note 1 for justification	$ 486.00 $ 2,409.00	2.5% 2.6%
Security Deposit for Survey City Standard Street Monuments Minimum Security Deposit	$ 1,411.00 per monument $ 2,348.00 minimum per map	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 2,409.00	See note 1 for justification	$ 1,447.00 $ 2,409.00	2.6% 2.6%
Encroachment Permit: Processing Fee	$ 210.00 per permit	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: $ 235.00	See note 3 for justification	$ 235.00	11.9%
Encroachment Permit: Engineering & Inspection Fee	$ 8.00% of construction cost, or $ 223.00 minimum	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: $ 310.00	See note 3 for justification	$ 310.00	39.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Encroachment Permit: Slurry Seal Fee	$ 1.53 per square ft, or $ 70.00 minimum	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 78.00	See note 3 for justification	$ 1.70 $ 78.00	11.1% 11.4%
Encroachment Permit: Field Marking-Sanitary Sewer Up to 50 ft. of excavation Over 50 ft. of excavation	$ 140.00 $ 140.00 plus $ 1.15 per foot	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 156.00	See note 3 for justification See Article 2 of Chapter 3.1 of Div. 5 of Title 1 of the Government Code	$ 156.00 $ 156.00 $ 1.28	11.4% 11.4% 11.3%
Encroachment Permit: Field Marking-Storm Drain Up to 50 ft. of excavation Over 50 ft. of excavation	$ 140.00 $ 140.00 plus $ 1.15 per foot	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 156.00	See note 3 for justification See Article 2 of Chapter 3.1 of Div. 5 of Title 1 of the Government Code	$ 156.00 $ 156.00 $ 1.28	11.4% 11.4% 11.3%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
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Air Products & Chem. Inc. (Franchise Agreement) Up to 8" inside diameter 10" inside diameter 12" inside diameter	$ Factor X LF of pipe in R/W X Sept. of even years P.P.I. divide by 50.5 Factor Value: 0.1050 0.1638 0.2362	Charged By: Engineering/ LPD Collected By: Finance	Date: O. No.: 1684 O.Date: 02/27/96	Objective: User Fee Prop 26 Exception: N/A Full Cost: As Calculated	Fee/charges per Franchise Agreement as noted		
Air Products & Chem. Inc. Annual Fee/Customers connected to system	$ 163.61 X nominal inside diameter of pipe in inches X Sept. of even years P.P.I. divide by 50.5	Charged By: Engineering/ LPD Collected By: Finance	Date: O. No.: 1684 O.Date: 02/27/96	Objective: User Fee Prop 26 Exception: N/A Full Cost: As Calculated	Fee/charges per Franchise Agreement as noted		
Air Products & Chem. Inc. Review of Engineering Documents & Pipe installation inspection (choose the greater)	$ 2.88 X Lineal Footage of pipe in R/W x Jan. ENR Index divide by 6,548.86 or $ 100.00	Charged By: Engineering/ LPD Collected By: Finance	Date: O. No.: 1760 O.Date: 1/9/2001	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: 100.00	Fee/charges per Franchise Agreement as noted		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Air Products & Chem. Inc. Publication expenses connected with granting Franchise	$ Cost	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** **O. No.:** 1684 **O.Date:** 02/27/96	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** Cost	Fee/charges per Franchise Agreement as noted		
Design Criteria (Copy of) See page 2 Copy Machine Usage	$ 0.20 per page for public $ 0.05 per page for employees	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/09/09 **Res. #** 09-7631	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost	Citywide rate for copying plus sales tax.		
Standard Details (Copy of) See page 2 Copy Machine Usage	$ 0.20 per page for public $ 0.05 per page for employees	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/09/09 **Res. #** 09-7631	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost	Citywide rate for copying plus sales tax.		
Standard Specifications (Copy of) See page 2 Copy Machine Usage	$ 0.20 per page for public $ 0.05 per page for employees	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/09/09 **Res. #** 09-7631	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost	Citywide rate for copying plus sales tax.		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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ENGINEERING/LPD; DESIGN; TRAFFIC

RESOLUTION NUMBER:

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Subdivision Code (Copy of) See page 2 Copy Machine Usage	$ 0.20 per page for public $ 0.05 per page for employees	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/09/09 **Res. #** 09-7631	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost	Citywide rate for copying plus sales tax.		
Property Development Ordinance (Copy of) See page 2 Copy Machine Usage	$ 0.20 per page for public $ 0.05 per page for employees	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/09/09 **Res. #** 09-7631	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost	Citywide rate for copying plus sales tax.		
Plans & Specs for Projects (Copy of) 1 - 5 sheets of plans Per additional sheet	Cost	**Charged By:** Engineering/ Design **Collected By:** Finance	**Date:** 06/09/09 **Res. #** 09-7631	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost	Actual cost of duplication		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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RESOLUTION NUMBER:

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DESCRIPTION OF FEE , RATE or CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Black Line Print of Plans on file	Cost	**Charged By:** Engineering **Collected By:** Finance	**Date:** 06/09/09 **Res. #** 09-7631	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost	Actual cost of duplication		
Record Drawings Archiving Fee	$ 40.80 per sheet	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 41.85	See note 1 for justification	$ 41.85	2.6%
Watershed Map	Cost	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/09/09 **Res. #** 09-7631	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost	Actual cost of duplication		
Encroachment Agreement Application Into Easements or Into Rights of Way	$ 3,305.00 per application	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 4,574.00	See note 3 for justification	$ 4,574.00	38.4%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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ENGINEERING/LPD; DESIGN; TRAFFIC

RESOLUTION NUMBER:

APPROVED:

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Preparation of Agreement/ Easement/Grant Deed Preparation of Minor Agrmnt. Easement/Grant Deed	$ 5,428.00 per document $ 2,714.00	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 5,578.00	See note 3 for justification	$ 5,578.00 $ 2,789.00	2.8% 2.8%
Combination Agreement/ Grant Deed for the same lot	$ 4,893.00 both documents	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 8,366.00	See note 3 for justification	$ 8,366.00	71.0%
Document Recordation Fee	$ Cost	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** **O. No.:** **O.Date:** **R. No.:** 08-7527 **R. Date:** 06/10/08	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** Cost	Fee to recover direct costs for recording documents at the County Recorder		
Review of Agreements & Easements Review of Minor Agrmnts. & Easements	$ 3,772.00 per document $ 1,886.00	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 3,997.00	See note 3 for justification	$ 3,997.00 $ 1,999.00	6.0% 6.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Storm Drain Outlet Charge	$ 5,782.00 per acre	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 6,088.77	See note 2 for justification	$ 6,088.00	5.3%
Storm Outlet Charge Institutional (allowed under certain conditions)	$ 5,782.00 per acre $ 1,916.32 per acre	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 6,088.77	See note 2 for justification	$ 6,088.00 $ 2,017.00	5.3% 5.3%
Sanitary Sewer Outlet Charge Residential-Single Family (choose the greatest and add Conveyance Fee)	$ 340.00 per unit $ 1,277.00 per lot $ 5,782.00 per acre	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 6,088.77	See note 2 for justification	$ 358.00 $ 1,345.00 $ 6,088.00	5.3% 5.3% 5.3%
Sanitary Sewer Outlet Charge Trailer Parks & Mobile Homes (choose the greatest and add Conveyance Fee)	$ 477.00 per lot $ 5,782.00 per acre	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 6,088.77	See note 2 for justification	$ 502.00 $ 6,088.00	5.2% 5.3%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Sanitary Sewer Outlet Charge Condo & Planned Unit Development (choose the greatest and add Conveyance Fee)	$ 340.00 per unit $ 5,782.00 per acre	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 6,088.77	See note 2 for justification	$ 358.00 $ 6,088.00	5.3% 5.3%
Sanitary Sewer Outlet Charge Commercial & Industrial (choose the greatest and add Conveyance Fee)	$ 1,276.00 per lot $ 5,782.00 per acre	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 6,088.77	See note 2 for justification	$ 1,344.00 $ 6,088.00	5.3% 5.3%
Sanitary Sewer Connect Fee Residential	$ 1,140.00 per dwelling unit	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/06/06 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 2,051.00	See SCCC 17.15.220(e) Sewer Treatment Plant Fee		
Sanitary Sewer Connect Fee Non-residential	$ 4.30 per gallon per day	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/06/06 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 9.30	See SCCC 17.15.220(e) Sewer Treatment Plant Fee		

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Sanitary Sewer Outlet Charge - Conveyance Fee Residential	$ 4,218.00 per dwelling unit	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/15/10 R. No.: 10-7741 R. Date: 06/15/10	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 4,607.40			
Sanitary Sewer Outlet Charge - Conveyance Fee Non-residential	$ 8.60 per gallon per day	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/15/10 R. No.: 10-7741 R. Date: 06/15/10	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 9.40			
Sanitary Sewer Capacity Model Run Fee	$ 3,700.00 for initial run time & material for subsequent model run	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date: R. No.: 08-7526 R. Date: 06/10/08	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 5,070.00	See note 3 for justification	$ 5,070.00	37.0%
Existing Improvements A. Street Improvements Residential Commercial Industrial	 $ 81.15 $ 172.35 $ 123.90 per front foot	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 181.50	See note 2 for justification	 $ 85.45 $ 181.50 $ 130.50	 5.3% 5.3% 5.3%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Existing Improvement (cont'd) B. Street Curbing	$ 29.60 per front foot	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 31.17	See note 2 for justification	$ 31.15	5.2%
Existing Improvement (cont'd) C. Sidewalk Improvements	$ 11.80 per square foot	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 12.45	See note 2 for justification	$ 12.45	5.5%
Existing Improvement (cont'd) D. Street Name Signs	$ 0.20 per front foot	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/14/11 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 0.21	See note 2 for justification	$ 0.21	5.0%
Existing Improvement (cont'd) E. Sanitary Sewers	$ 29.60 per front foot	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 31.15	See note 2 for justification	$ 31.15	5.2%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Existing Improvement (cont'd) F. Storm Drains	$ 29.60 per front foot	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 31.15	See note 2 for justification	$ 31.15	5.2%
Existing Improvement (cont'd) G. Right-of-way and/or Easements	$ Use original cost per square foot	Charged By: Engineering/ LPD Collected By: Finance	Date: 06/29/89 O. No.: O.Date: Other (specify):	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: Cost			
Recreation Tax (Bedroom) - New Construction-Permit First Bedroom Each additional	$ 15.00 $ 5.00 per bedroom	Charged By: Engineering/ LPD Collected By: Finance	Date: 08/05/69 O. No.: 1216 O.Date: 08/05/69	Objective: User Fee Prop 26 Exception: 6 Full Cost: $ 15.00	See SCCC 3.15.020		
Recreation Tax (Bedroom) - Additions Each additional	$ 5.00 per bedroom	Charged By: Engineering/ LPD Collected By: Finance	Date: 08/05/69 O. No.: 1216 O.Date: 08/05/69	Objective: User Fee Prop 26 Exception: 6 Full Cost: $ 5.00	See SCCC 3.15.020		

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Traffic Impact Fee Office/R & D Industrial Warehousing, Utilities Communications Hotel-Motel	per square foot $ 1.00 $ 0.67 $ 0.20 $ 400.00 per room	Charged By: Engineering/ LPD Collected By: Finance	Date: 07/06/10 R. No.: 10-7756 R.Date: 07/06/10	Objective: Impact Dev. Fee Prop 26 Exception: 6 Full Cost: $ 1.61	Applicable to areas within the Traffic Impact Fee Area Map		
Oversize, Overweight Vehicles Fee Single Annual	per vehicle $ 16.00 $ 90.00	Charged By: Engineering/ Traffic Collected By: Finance	Date: 06/07/05 O. No.: O.Date:	Objective: User Fee Prop 26 Exception: 3 Full Cost: $ 90.00	Statewide rate		
Traffic Flow Map - Mailed Traffic Flow Map - Not Mailed	$ 18.35 each $ 6.95 each	Charged By: Engineering/ Traffic Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ -	Actual cost of duplication & mailing		
Storage or Refuse Bins on City Street	$ 103.50 each	Charged By: Engineering/ Traffic Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 105.00	See note 3 for justification	$ 105.00	1.4%

Reference: CMD 109

Form: FEEFORM Revised: May 2011

ENGINEERING DEPARTMENT

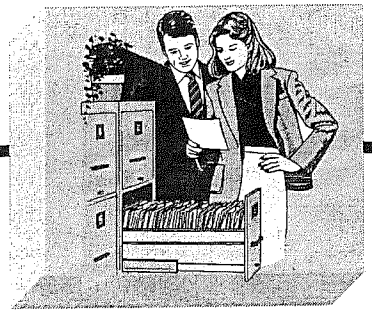
JUSTIFICATION FOR INCREASE IN FEES, RATES, AND CHARGES

NOTE 1: Fees, rates, charges to recover costs for these types of Engineering services are proposed to be increased 2.6% above current fees, rates, and charges, consistent with the percentage increase in the CPI-U (December 2012-2013) for the San Francisco-San Jose area. Fees not at full cost recovery are proposed to be increased up to 25% above current fees, rates, and charges as long as the new amounts do not exceed cost recovery. The proposed amounts have been rounded off and, therefore, the actual percentage increase may vary slightly.

NOTE 2: Fees, rates, charges to recover costs for these types of fees/reimbursements for public improvements are proposed to be increased 5.3% above current fees, rates, and charges, consistent with the percentage increase in the Construction Cost Index (December 2012-13) as published by the Engineering News-Record. The proposed amounts have been rounded off and, therefore, the actual percentage increase may vary slightly.

NOTE 3: Fees, rates, charges to recover costs for these types of Engineering services are proposed to be increased to 100% cost recovery per latest Cost of Services Study Findings Report by MGT of America.

Municipal Fee Schedule



Finance

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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FINANCE/ADMINISTRATIVE SERVICES

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Annual Operating Budget Financial Report	$ 0.20 per page $ 3.00 per CD	Charged By: Finance Collected By: Finance	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: N/A	See City Manager page 2		
Comprehensive Annual Financial Report	$ 0.20 per page $ 3.00 per CD	Charged By: Finance Collected By: Finance	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: N/A	See City Manager page 2		
Capital Improvement Budget/ Five Year Financial Plan	$ 0.20 per page $ 3.00 per CD	Charged By: Finance Collected By: Finance	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: N/A	See City Manager page 2		
Combination of : Annual Operating Budget Financial Report; Comprehensive Annual Financial Report; Capital Improvement Budget/ Five Year Financial Plan	$ 0.20 per page 3.00 per CD	Charged By: Finance Collected By: Finance	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: N/A	See City Manager page 2		

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Transient Occupancy Tax For occupancy in any hotel/motel, each transient is subject to this tax for the rent charged by the hotel/motel operator.	$ 9.5% of rent (less allowable exemptions)	Charged By: Finance Collected By: Finance	Date: 06/30/92 O. No.: 1640 O.Date: 06/30/92	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
CFD 2010-1 Mello-Roos Tax Base Special Tax which equals 2% of the rent that is used in the calculation of the Transient Occupancy Tax for Hotel Property.	$ 2.0% of rent (less allowable exemptions)	Charged By: Finance Collected By: Finance	Date: 5/11/10 Res. # 10-7727	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			NEW

(* Note: "N/A" here refers to the fact that while these are taxes, they were in effect prior to Proposition 26 and provided they are not increased, they can remain without voter approval.)

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Business Tax Certificate Commercial Enterprises	$ See Schedule 100 attached	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Manufacturing/Industrial Enterprises	$ See Schedule 300 attached	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Professional	$ See Schedule 200 attached	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Companies conducting business in the City without a fixed place of business	$ 45.00 per year	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			

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Delinquent payment of business certificate fees - 30 days after due date	$ 100% of appropriate business license fee	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 08/18/81 **O. No.:** 1721 **O.Date:** 10/27/1998	**Objective:** Tax **Prop 26 Exception:** 5 **Full Cost:** N/A			
Change of name, address or business type as shown on current certificate	$ 10.00 per each update	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** 1721 **O.Date:** 10/27/1998	**Objective:** User Fee **Prop 26 Exception:** 1,2 **Full Cost:** $ 12.82		$ 12.50	25.0%
<u>Business Certificate Info.</u> Each Document Public Records Act Special Request (Research Required)	 $ 0.20 per page $ actual cost of compilation	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 06/11/96 **O. No.:** **O.Date:**	**Objective:** User Fee **Prop 26 Exception:** 1,2 **Full Cost:** $ 10.15			
Duplicate business certificate	$ 10.00 each	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** 1721 **O.Date:** 10/27/1998	**Objective:** User Fee **Prop 26 Exception:** 1,2 **Full Cost:** $ 12.82		$ 12.50	25.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Business Tax Certificate Ambulance Service	$ 45.00 flat fee per business plus $ 15.00 additional fee for each ambulance	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Carnivals Carnival concession, ride, sideshow	$ 150.00 per day $ 15.00 per each per day	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Circus Circus concession, ride, sideshow	$ 150.00 per day $ 15.00 per each per day	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Promotional Show Promotional Show concession ride, sideshow	$ 150.00 per day $ 15.00 per each per day	Charged By: Finance Collected By: Municipal Services	Date: 10/13/98 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			

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Business Tax Certificate Escort Service (funerals, personal escort services, etc.)	$ 150.00 per year	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 07/07/92 **O. No.:** 1721 **O.Date:** 10/27/1998	**Objective:** Tax **Prop 26 Exception:** * N/A **Full Cost:** N/A			
Business Tax Certificate Intracity bus service and public transportation	$ 150.00 per year	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 07/07/92 **O. No.:** 1721 **O.Date:** 10/27/1998	**Objective:** Tax **Prop 26 Exception:** * N/A **Full Cost:** N/A			
Business Tax Certificate Parade route vendor	$ 15.00 per parade	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 07/07/92 **O. No.:** 1721 **O.Date:** 10/27/1998	**Objective:** Tax **Prop 26 Exception:** * N/A **Full Cost:** N/A	See Police Department Fee Schedule for Parade route vendor ID fee.		

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Business Tax Certificate Pawnshop	$ 150.00 per year	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Taxicab Company Taxicab Stand	$ 15.00 per cab per year $ 90.00 per year	Charged By: Finance Police Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Rental units (3+) - Apartments - Hotels/Motels	$ 5.22 per unit per year $ 3.00 per unit per year	Charged By: Finance Collected By: Municipal Services	Date: 06/05/07 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A	Rental unit = $3.00 3.40.350 Surcharge = $2.22 3.40.360		
Business Tax Certificate Business providing regular service by use of vehicles including catering trucks	$ 23.00 per vehicle	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			

(*Note: "N/A" here refers to the fact that while these are taxes, they were in effect prior to Proposition 26 and provided they are not increased, they can remain without voter approval.)

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
FINANCE / MUNICIPAL SERVICES

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Business Tax Certificate Public market operators	$ 0.75 per booth per day	Charged By: Finance Collected By: Municipal Services	Date: O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Vending Operators	$ 79.00 per year	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Automatic coin-operated amusement machines and peep shows	$ 60.00 each per year	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Juke Box	$ 30.00 each per year	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
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Business Tax Certificate Billiard and pool tables Ping-pong tables Bowling or Tenpin lanes	$ 8.00 per table or lane per year $ 80.00 flat fee for 11 or more tables or lanes per year	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Merry-go-rounds, shooting galleries, golf ranges, and skating rinks	$ See Schedule 200 attached	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Theaters 1-500 seats or stalls 501-1000 seats or stalls 1001 or more seats or stalls	$ 23.00 per year $ 30.00 per year $ 45.00	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Nightclubs, cabarets, etc.	$ See Schedule 100 attached	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1639 O.Date: 07/07/92	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Business Tax Certificate Class I entertainment license without a valid theater or night club license for same location.	$ 263.00 first year $ 210.00 annual renewal	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Class II entertainment license	$ 90.00 first year $ 75.00 annual renewal	Charged By: Finance Collected By: Municipal Services	Date: 10/13/98 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Class III entertainment license without a valid theater or night club license for same location.	$ 413.00 first year $ 360.00 annual renewal	Charged By: Finance Collected By: Municipal Services	Date: 10/13/98 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Massage establishment	$ See Schedule 200 attached	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1685 O:Date: 2/27/1996 City Code Section: 5.40.040	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
FINANCE / MUNICIPAL SERVICES

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Business Tax Certificate Contractors - State licensed	$ 45.00 per year	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Detective Agency	$ 150.00	Charged By: Finance Collected By: Municipal Services	Date: 10/13/98 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Itinerant merchant Peddlers	$ 225.00 per year, max 190 days $ 113.00 per year plus $5.00	Charged By: Finance Collected By: Municipal Services	Date: 07/07/92 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			
Business Tax Certificate Secondhand Dealer	$ 150.00	Charged By: Finance Collected By: Municipal Services	Date: 10/13/98 O. No.: 1721 O.Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A			

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Business Tax Certificate Principal solicitors certificate	$ 113.00 per year	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 10/13/98 **O. No.:** 1721 **O.Date:** 10/27/1998	**Objective:** Tax **Prop 26 Exception:** * N/A **Full Cost:** N/A			
Business Tax Certificate Handbill distributors (Distributors located in the City of Santa Clara & holding a valid business certificate are exempt from this fee). Restricted address list for handbill distribution.	$ 0.20 per page for public $ 0.05 per page for employee	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 06/12/12 **Res. #** 08-7525	**Objective:** Tax **Prop 26 Exception:** * N/A **Full Cost:** N/A	Address List Public $0.20 per page Employee $0.05 per page See page 2 Copy Machine usage.		
Business Tax Certificate Miniature golf course	$ See Schedule 200 attached	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 07/07/92 **O. No.:** 1721 **O.Date:** 10/27/1998	**Objective:** Tax **Prop 26 Exception:** * N/A **Full Cost:** N/A			
Business Tax Certificate Christmas tree lots Merchants with an established place of business in the City of Santa Clara	$ 150.00 plus all other applicable fees per lot per sale	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 07/07/92 **O. No.:** 1721 **O.Date:** 10/27/1998 **City Code Section:** 5.15.030	**Objective:** Tax **Prop 26 Exception:** * N/A **Full Cost:** N/A			

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Business Tax Certificate Pumpkin sales lots	$ 150.00 plus all other applicable fees per lot per sale	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 10/13/98 O. No.: 1721 O.Date: 10/27/1998 **City Code Section:** 5.15.030	**Objective:** Tax **Prop 26 Exception:** * N/A **Full Cost:** N/A			
Business Tax Certificate Seasonal items sales lots	$ 150.00 plus all other applicable fees per lot per sale	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 10/13/98 O. No.: 1721 O.Date: 10/27/1998 **City Code Section:** 5.15.030	**Objective:** Tax **Prop 26 Exception:** * N/A **Full Cost:** N/A			
Business Tax Certificate Bingo	$ 51.50	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 06/09/09 O. No.: 1658 & 1729 O.Date: 6/28/94 & 4/6/1999 **City Code Section:** 5.75.180 & 5.75.050	**Objective:** User Fee **Prop 26 Exception:** * N/A **Full Cost:** N/A	Regulated business - see Police Dept. Fee Schedule for additional applicable fees.		
Business Tax Certificate Amplified Music Permit	$ 63.00	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 06/11/13 O. No.: O.Date: **City Code Section:** 9.05.060 (c) (2)	**Objective:** User Fee **Prop 26 Exception:** 3 **Full Cost:** 66.06		$ 66.00	4.8%

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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City Flag	$ 95.00	**Charged By:** Finance **Collected By:** Finance	**Date:** 06/15/10 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** * N/A **Full Cost:** $ 95.00	City Council Approved Policy 7/20/1993		
Block Party Request	$ No Charge	**Charged By:** Finance **Collected By:** Municipal Services	**Date:** 06/15/10 **O. No.:**	**Objective:** User Fee **Prop 26 Exception:** * N/A **Full Cost:** $ 63.30	Fee waived to promote community spirit		

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Utility service deposit - commercial, industrial and residential	$ estimated three (3) month's usage based on history and/or projected load	Charged By: Municipal Services Collected By: Municipal Services	Date: 08/09/66 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: As Calculated			
Electric and / or water service turn-on fee	$ 22.00 for each service	Charged By: Municipal Services Collected By: Municipal Services	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 23.14		$ 23.00	4.5%
Billing service charge for late payment - residential, commercial and industrial	$ 10.00 or 1.5% per account whichever greater	Charged By: Municipal Services Collected By: Municipal Services	Date: 06/12/12 O. No.: O.Date:	Objective: Recover Cost Penalty Prop 26 Exception: 1,2,5 Full Cost: $ 13.03	1.5% on outstanding balance or $10.00, whichever is greater.		
Electric and / or water (48 hour notice)	$ 21.00 per account	Charged By: Municipal Services Collected By: Municipal Services	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Penalty Prop 26 Exception: 1,2 Full Cost: $ 26.71		$ 26.00	23.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Fees for the verification of electric meter address (aka "ring out")	$ $ 50.00 per address plus $ 2.00 per meter	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 100.49		$ 75.00	50.0%
Utility Billing Splitting or Combining Accounts	$ 23.00 per account	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 87.58		$ 35.00	52.2%
Returned check	$ 23.00 per check	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,5 **Full Cost:** $ 24.23		$ 24.00	4.3%
Direct Payment Decline	$ 23.00 per payment	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,5 **Full Cost:** $ 26.18		$ 26.00	13.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Default payment on credit card charge	$ 23.00	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,5 **Full Cost:** $ 24.23		$ 24.00	4.3%
Municipal Services Information Each document	$ 0.20 per page	**Charged By:** Municipal Services **Collected By:** Municipal Services	**Date:** 06/12/01 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 17.03	Fee waived for the most recent three month period.		
Special Request (Request Research)	$ actual cost of compilation						
Account Prepayment Arrangement Residential	$ 87.00	**Charged By:** Finance **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** Muni. Serv. Rule & Reg. 4 **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 92.00		$ 92.00	5.7%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
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Account Prepayment Arrangement Commercial/Industrial	$ 75.00	**Charged By:** Finance **Collected By:** Finance	**Date:** 06/12/12 **O. No.:** Muni. Serv. Rule & Reg. 4 **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 78.54		$ 78.00	4.0%
10-day letter for house meter for up to 10 units. For each full or partial increment of 10 thereafter	$ 143.00 $ 10.00	**Charged By:** Finance **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 150.17		$ 150.00	4.9%
Meter Reading more than once per month 1st meter per location For each additional meter reading at same location	$ 72.50 $ 3.00	**Charged By:** Finance **Collected By:** Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 78.02		$ 78.00	7.6%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

Attachment - Finance/Municipal Services Division

July 1, 2014

Schedule No. 100 - Commercial/Industrial		
1	Employee(s)$	15
2-5	"	30
6-10	"	70
11-15	"	90
16-20	"	115
21-25	"	175
26-30	"	225
31-40	"	280
41-55	"	330
56-75	"	380
76-100	"	460
101+	"	500

Schedule No. 200 - Professional		
1	Employee(s) $	15
2-3	"	30
4-6	"	70
7-10	"	90
11-20	"	115
21-25	"	175
26-35	"	225
36-40	"	280
41-45	"	330
46-50	"	380
51-55	"	460
56+	"	500

Schedule No. 300 - Manufacturing		
1-3	Employee(s)$	15
4-20	"	45
21-30	"	65
31-50	"	100
51-75	"	135
76-100	"	175
101-125	"	225
126-175	"	280
176-225	"	330
226-300	"	380
301-400	"	460
401+	"	500

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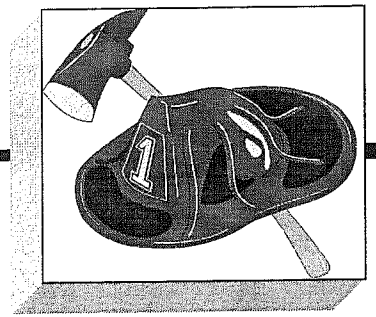

Municipal Fee Schedule

Fire

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Training Fees

RESOLUTION NUMBER:

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Training Fee- CPR – Adult Heart Saver (4 Hours)	$ 622.55 Limit 12 Persons	Charged By: Fire/Training Collected By: Fire/Training	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: $ 762.65		$ 762.65	22.5%
Training Fee- CPR – Adult/Pediatric Heart Saver (6 Hours)	$ 972.40 Limit 12 Persons	Charged By: Fire/Training Collected By: Fire/Training	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: $ 1,131.92		$ 1,131.92	16.4%
Training Fee- First Aid (4 Hours)	$ 622.55 Limit 12 Persons	Charged By: Fire/Training Collected By: Fire/Training	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: $ 762.65		$ 762.65	22.5%

* NOTE: These fees are not "imposed by local government". These are classes offered to the public.

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Training Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Training Fee- ACLS Recognition (2 Days)	$ 2,527.65 Limit 12 Persons	Charged By: Fire/Training Collected By: Fire/Training	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: $ 2,978.18		$ 2,978.18	17.8%
Training Fee- PALS/ACLS Re-Recognition (2 Days)	$ 2,527.65 Limit 12 Persons	Charged By: Fire/Training Collected By: Fire/Training	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: $ 2,978.18		$ 2,978.18	17.8%
Training Fee- Fire Extinguisher Training (2 Hours) *Does not include fees for fire extinguisher use.*	$ 375.55 Limit 12 Persons	Charged By: Fire/Training Collected By: Fire/Training	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: $ 393.42		$ 393.42	4.76%
Training Fee- General Fire and Rescue Training (4 Hours)	$ 622.55 Limit 20 Persons	Charged By: Fire/Training Collected By: Fire/Training	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: $ 762.65		$ 762.65	22.5%

* NOTE: These fees are not "imposed by local government". These are classes offered to the public.

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Training Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV ------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Training Fee- Hose and Nozzle Training (4 Hours) *Does not include fees for equipment use.*	$ 622.55 Limit 12 Persons	**Charged By:** Fire/Training **Collected By:** Fire/Training	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** * N/A **Full Cost:** $ 762.65		$ 762.65	22.5%
Training Fee- Haz-Mat First Responder Awareness Training (8 hours)	$ 1,240.00 Limit 12 Persons	**Charged By:** Fire/Training **Collected By:** Fire/Training	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** * N/A **Full Cost:** $ 1,501.17		$ 1,501.17	21.1%
Training Fee- Safety and Evacuation Lecture (2 Hours)	$ 350.00 Limit 20 Persons	**Charged By:** Fire/Training **Collected By:** Fire/Training	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** * N/A **Full Cost:** $ 393.42		$ 393.42	12.4%
Training Fee- Self Contained Breathing Apparatus (2 Hours) *Does not include fees for refilling air bottles.*	$ 375.55 Limit 12 Persons	**Charged By:** Fire/Training **Collected By:** Fire/Training	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** * N/A **Full Cost:** $ 393.42		$ 393.42	4.76%

* NOTE: These fees are not "imposed by local government". These are classes offered to the public.

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Rental Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Facility Rental Fee: Headquarters' Conference Room Rental	$ 42.65 per hour	**Charged By:** Fire **Collected By:** Fire/Administration	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** User Fee **Prop 26 Exception:** 4 **Full Cost:** $ 44.68		$ 44.68	4.76%
Facility Rental Fee: Training Center: Classroom (Limit 80 persons)	$ 106.74 per hour	**Charged By:** Fire **Collected By:** Fire/Administration	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** User Fee **Prop 26 Exception:** 4 **Full Cost:** $ 111.82		$ 111.82	4.76%
Facility Rental Fee: Training Center: Classroom (Limit 30 persons)	$ 53.37 per hour	**Charged By:** Fire **Collected By:** Fire/Administration	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** User Fee **Prop 26 Exception:** 4 **Full Cost:** $ 55.91		$ 55.91	4.76%
Facility Rental Fee: Training Center: Classroom (Limit 20 persons)	$ 26.63 per hour	**Charged By:** Fire **Collected By:** Fire/Administration	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** User Fee **Prop 26 Exception:** 4 **Full Cost:** $ 27.90		$ 27.90	4.77%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Fire / Rental Fees

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Facility Rental Fee: Training Center: Drill Grounds/Tower	$ 42.65 per hour	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 4 Full Cost: $ 44.68		$ 44.68	4.76%
Facility Rental Fee: Training Center, Apparatus Sump	$ 69.40 per hour	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 4 Full Cost: $ 69.40		$ 72.70	4.76%
Equipment Rental Fee: Rental of Hose (2½" and 1½")	$ 42.65 per day	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 4 Full Cost: $ 44.68		$ 44.68	4.76%
Equipment Rental Fee: Rental of Nozzle (2½" and 1½")	$ 26.63 per day	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 4 Full Cost: $ 27.90		$ 27.90	4.77%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Fire / Rental Fees

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Equipment Rental Fee: Refilling 30 Minute Air Bottles per bottle	$ 10.63 per day	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 4 Full Cost: $ 11.14		$ 11.14	4.80%
Equipment Rental Fee: Smoke Machine *(Does not include smoke machine fuel)*	$ 32.00 per day	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 4 Full Cost: $ 33.53		$ 33.53	4.78%
Equipment Rental Fee: Smoke Machine Fuel (4 Liters)	$ 58.73 each	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 4 Full Cost: $ 61.53		$ 61.53	4.77%
Equipment Rental Fee: Fire Extinguisher (Dry Chemical, 2A:10B:C)	$ 48.03 per day	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 4 Full Cost: $ 50.32		$ 50.32	4.77%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Resource Fees: Stand-by (One Engine for Permitted Activity)	$ 324.96 per hour	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: $ 340.43		$ 340.43	4.76%
Resource Fees: Fire Watch (Per Person)	$ 210.33 per hour	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: $ 220.35		$ 220.35	4.76%
Resource Fees: Water Clean-up – Industrial and Commercial (1 Engine)	$ 379.31 per hour	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: $ 397.35		$ 397.35	4.76%
Resource Fees: Water Clean-up – Industrial and Commercial (1 Truck)	$ 379.31 per hour	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: $ 397.35		$ 397.35	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Resource Fees: Water Clean-up – Industrial and Commercial (1 Haz-Mat)	$ 239.10 per hour	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: $ 250.47		$ 250.47	4.76%
Resource Fees: Water Clean-up – Industrial and Commercial (1 Battalion Chief)	$ 183.83 per hour	Charged By: Fire Collected By: Fire/Administration	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: $ 192.58		$ 192.58	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Alternate Materials and Methods Review	$ 351.85	Charged By: Fire/Prevention Collected By: Fire/Prevention Permit Center	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 368.60		$ 368.60	4.76%
Automatic Fire Extinguishing Systems: Including Halon, Wet and Dry Chemical Systems, CO_2, Foam and Similar Systems.	$ 716.15	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 750.25		$ 750.25	4.76%
Automatic Fire Sprinkler Systems: Modifications 100 heads or less – No Calculations Required	$ 626.85	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 656.70		$ 656.70	4.76%
Automatic Fire Sprinkler Systems: New Systems and Modifications 100 heads or less –Calculations Required	$ 779.90	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 817.00		$ 817.00	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Automatic Fire Sprinkler Systems: Modifications – More than 100 heads New Systems – 101 - 200 heads	$ 1,009.40	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 1,057.44		$ 1,057.44	4.76%
Automatic Fire Sprinkler Systems: New Systems – More than 200 heads	$ 1,468.45	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 1,538.33		$ 1,538.33	4.76%
Battery Systems	$ 894.35	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 936.90		$ 936.90	4.76%
Building Plans 25% of Building Department Fee	$ 213.50	**Charged By:** Permit Center **Collected By:** Permit Center	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 223.66	Minimum Fee	$ 223.66	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Carnivals and Fairs	$ 626.90 per event	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 656.71		$ 656.71	4.76%
Christmas Tree Lots or Sale Areas at Retail Businesses	$ 321.40	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 336.70		$ 336.70	4.76%
Compressed Gas Installation	$ 1,058.00 per system	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,108.38		$ 1,108.38	4.76%
Emergency Alarm Systems: New System or Modification – No Gas Detection	$ 594.25	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 736.85		$ 736.85	24.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Emergency Alarm Systems: New System or Modification including Gas Detection	$ 978.90	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,179.83		$ 1,179.83	20.5%
Environmental Study	$ 368.30	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 385.82		$ 385.82	4.76%
Explosives and Blasting Agents See Chapter 33 of the Fire Code	$ 703.35	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 736.85		$ 736.85	4.76%
Fire Alarm Systems: New System or Modification 20 devices or less	$ 563.10	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 589.92		$ 589.92	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Fire Alarm Systems: New System or Modification 21 - 40 devices	$ 954.40	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,030.74		$ 1,030.74	8.0%
Fire Alarm Systems: New System or Modification 41 - 100 devices	$ 1,565.60	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,640.10		$ 1,640.10	4.76%
Fire Alarm Systems: New System or Modification 101 or more devices	$ 1,867.65	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,992.51		$ 1,992.51	6.7%
Fire Pump Installation	$ 1,004.35	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,052.14		$ 1,052.14	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Hazardous Materials Closure Plan: Material Quantities Exceed Maximum Allowable Quantities	$ 1,021.85	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,070.46		$ 1,070.46	4.76%
Hazardous Materials Closure Plan: Material Quantities Not Exceeding Maximum Allowable Quantities	$ 637.15	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 667.45		$ 667.45	4.76%
High-Piled Combustible Storage See Chapter 32 of the Fire Code	$ 1,001.70	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,049.39		$ 1,049.39	4.76%
Liquified Petroleum Gases Installation Per Tank	$ 690.00	Charged By: Fire/Prevention Collected By: Fire/Prevention	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 722.85		$ 722.85	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Miscellaneous Plan Reviews Plan Review and all Permits not Specifically Listed	$ 968.80	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 1,014.89		$ 1,014.89	4.76%
Open Burnings including Bonfires	$ 382.55 **1,000.00 Deposit**	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 419.56		$ 419.56	9.7%
Ovens: Industrial Baking and/or Drying per oven	$ 976.45	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 1,022.93		$ 1,022.93	4.76%
Ozone Generator	$ 796.20 per system	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 872.27		$ 872.27	9.6%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Public Fireworks Display and Pyrotechnic Special Effects Use	$ 698.30	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 731.54		$ 731.54	4.76%
Standpipe Systems: Wet, Combination and Horizontal	$ 698.30	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 731.54		$ 731.54	4.76%
Storage Tanks - Hazardous Materials: (per tank) Underground and Above Ground Tank Installations	$ 1,019.75	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 1,068.27		$ 1,068.27	4.76%
Storage Tanks - Hazardous Materials: (per tank) Underground and Above Ground Tank Removals	$ 826.10	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 865.45		$ 865.45	4.76%

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Tents, Canopies or Air Supported Structures	$ 305.60	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 320.15		$ 320.15	4.76%
Underground Fire Service Systems: Installation One Hydrant or Riser	$ 774.80	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 811.70		$ 811.70	4.76%
Underground Fire Service Systems: Installation Two to Four Hydrants or Risers	$ 1,004.35	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 1,052.14		$ 1,052.14	4.76%
Underground Fire Service Systems: Installation More than Four Hydrants or Risers	$ 1,233.90	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 1,292.59		$ 1,292.59	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Construction Permits

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Underground Fire Service Systems: Repairs	$ 621.80	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 651.40		$ 651.40	4.76%
Automatic Fire Sprinkler Systems: Residential 13D - Initial Submittal Plan Review Required	$ 834.10	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 873.81		$ 873.81	4.76%
Automatic Fire Sprinkler Systems: Residential 13D - Secondary Submittal - No Plan Review Required	$ 497.50	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 521.17		$ 521.17	4.76%
Automatic Fire Protection System for Spray Booths	$ 603.00	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 662.10		$ 662.10	9.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Automatic Fire Sprinkler System Modifications: Requiring No Calculations including: Adding 30 Heads or Less; Relocating 70 Heads or Less	$ 602.05	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 630.70		$ 630.70	4.76%
Storage Tanks - Hazardous Materials: (ea add tank) Underground and Above Ground Tank Installations	$ 473.70	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 496.26		$ 496.26	4.76%
Storage Tanks - Hazardous Materials: (ea add tank) Underground and Above Ground Tank Removals	$ 365.65	**Charged By:** Fire/Prevention **Collected By:** Fire/Prevention	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 383.07		$ 383.07	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Operational Permit: Automobile Wrecking Yard	$ 193.90 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 193.86			Delete
Operational Permit: Battery System – Lead acid systems over 50 gallon capacity	$ 128.20 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 128.20			Delete
Operational Permit: Cellulose Nitrate Storage	$ 117.35 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 122.94		$ 122.94	4.76%
Operational Permit: Combustible Dust Producing Operations	$ 91.85 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 96.22		$ 96.22	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Operational Permits

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV --------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Operational Permit: Combustible Fiber Storage	$ 181.10 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 189.72		$ 189.72	4.76%
Operational Permit: Combustible Storage - Including tires in excess of 2,500 cubic feet	$ 117.35 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 122.93		$ 122.93	4.76%
Operational Permit: Dry Cleaning Plants	$ 162.80 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 170.55		$ 170.55	4.76%
Operational Permit: Fruit Ripening	$ 159.15 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 166.73		$ 166.73	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Fire / Operational Permits

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Operational Permit: High Piled Combustible Storage	$ 245.45 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 283.23		$ 283.23	15.4%
Operational Permit: Hot Work Operations	$ 124.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 130.53		$ 130.53	4.76%
Operational Permit: Lumber Yard - More than 100,000 board feet	$ 193.90 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 203.12		$ 203.12	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Fire / Operational Permits

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Operational Permit: Magnesium Working - More than 10 lbs. per work day	$ 119.15 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 124.82		$ 124.82	4.76%
Operational Permit: Organic Coatings	$ 168.25 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 176.26		$ 176.26	4.76%
Operational Permit: Ovens (Industrial baking or Drying)	$ 117.35 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 122.93		$ 122.93	4.76%
Operational Permit: Places of Assembly	$ 142.85 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 149.65		$ 149.65	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Operational Permit: Refrigeration Equipment	$ 91.85 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 96.22		$ 96.22	4.76%
Operational Permit: Repair Garages	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 163.01		$ 163.01	4.76%
Operational Permit: Spraying or Dipping Operations	$ 180.10 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 188.67		$ 188.67	4.76%
Operational Permit: Tire Rebuilding Plants	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 163.01		$ 163.01	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Operational Permit: Underground Hazardous Materials Tank: First Tank	$ 362.65 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 379.91		$ 379.91	4.76%
Operational Permit: Underground Hazardous Materials Tank: Each Additional Tank	$ 100.10 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 104.86		$ 104.86	4.76%
Operational Permit: Waste Handling Facilities	$ 176.30 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 203.09		$ 203.09	15.2%
Operational Permit: Wood Products – Storage in excess of 200 cubic feet	$ 91.85 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 96.22		$ 96.22	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Operational Permits - Haz-Mat

RESOLUTION NUMBER:

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Combustible Liquids: Interior Storage - more than 25 gallons Exterior Storage - more than 60 gallons	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exceptio 1,2,3 Full Cost: $ 163.00		$ 163.00	4.76%
Compressed Gases: Flammable - more than 200 cubic feet Inert (Asphyxiant) - more than 6,000 cu. ft	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exceptio 1,2,3 Full Cost: $ 163.00		$ 163.00	4.76%
Compressed Gases: Moderately toxic - more than 20 cubic feet Toxic and highly toxic – any amount	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exceptio 1,2,3 Full Cost: $ 163.00		$ 163.00	4.76%
Corrosives: Gases - more than 200 cu ft Liquids - more than 55 gal Solids - more than 500 lbs	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exceptio 1,2,3 Full Cost: $ 163.00		$ 163.00	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Operational Permits - Haz-Mat

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Cryogens: Corrosive, Flammable or toxic - any amount Non-flammable - more than 60 gal Oxidizer - more than 60 gal	$ 155.60 Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exceptio** 1,2,3 **Full Cost:** $ 163.00		$ 163.00	4.8%
Flammable Liquids: Interior Storage - more than 5 gallons Exterior Storage - more than 10 gallons	$ 155.60 Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exceptio** 1,2,3 **Full Cost:** $ 163.00		$ 163.00	4.76%
Operational Permit- Flammable Solids: More than 10 lbs	$ 155.60 Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exceptio** 1,2,3 **Full Cost:** $ 163.00		$ 163.00	4.76%
Operational Permit- Liquefied Petroleum Gas (LPG): Any Amount SCMFEC Section 105.6.7	$ 155.60 Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exceptio** 1,2,3 **Full Cost:** $ 163.00		$ 163.00	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Other Health Hazards: Gases - more than 650 cu ft Liquids - more than 55 gal Solids - more than 500 lbs	$ 155.60 Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exceptio** 1,2,3 **Full Cost:** $ 155.60			Delete
Organic Peroxides: Liquids and Solids - any amount ***Except: Class V Organic Peroxides***	$ 155.60 Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exceptio** 1,2,3 **Full Cost:** $ 163.00		$ 163.00	4.76%
Oxidizing Materials: Gases - more than 504 cubic feet Liquids and Solids - any amount ***Except: Class 1 Oxidizers***	$ 155.60 Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exceptio** 1,2,3 **Full Cost:** $ 163.00		$ 163.00	4.76%
Pyrophoric Materials: Gases, Liquids and Solids - any amount	$ 155.60 Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exceptio** 1,2,3 **Full Cost:** $ 163.00		$ 163.00	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Operational Permits - Haz-Mat

RESOLUTION NUMBER:

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Radioactive Materials: See SCMFEC Sec. 105.6.48	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exceptio 1,2,3 Full Cost: $ 163.00		$ 163.00	4.76%
Toxic Materials: Gases, Liquids and Solids - any amount	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exceptio 1,2,3 Full Cost: $ 163.00		$ 163.00	4.76%
Unstable (Reactive) Materials: Gases, Liquids and Solids - any amount *Except: Class 1 Unstable Reactive Materials*	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exceptio 1,2,3 Full Cost: $ 163.00		$ 163.00	4.76%
Water Reactive Materials: Gases, Liquids and Solids - any amount *Except: Class 1 Water Reactive Materials*	$ 155.60 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exceptio 1,2,3 Full Cost: $ 163.00		$ 163.00	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / State Mandated

RESOLUTION NUMBER:

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High-Rise Structures: Buildings 75 feet in height or greater	$ 160.70 per floor Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 168.35		$ 168.35	4.76%
R-1/R-2 Occupancies: Multi-Family Occupancies- 3 or more units; hotels and motels.	$ 19.00 per unit Annual	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 35.27		$ 24.00	26.3%
Licensed Care Pre-Inspection Fee: 25 or fewer residents	$ 50.00 per inspection	**Charged By:** Fire **Collected By:** Finance	**Date:** 6/15/2010 **R. No.:** 7941 **R.Date:** 6/12/2012	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 85.75		$ 85.75	71.5%
Licensed Care Pre-Inspection Fee: (Annual) More than 25 residents	$ 100.00 per inspection	**Charged By:** Fire **Collected By:** Finance	**Date:** 6/15/2010 **R. No.:** 7941 **R.Date:** 6/12/2012	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 142.95		$ 142.95	43.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / State Mandated

RESOLUTION NUMBER:

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Licensed Care Inspections: Annual 9 to 14 occupants	$ 114.75 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 120.21		$ 120.21	4.76%
Licensed Care inspections Inspections: (Annual) 15 or more occupants	$ 308.70 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 323.38		$ 323.38	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Inspection Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Light/Ordinary Hazard Occupancy: Home Business	$ 41.00 One time fee	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 46.91		$ 46.91	14.4%
Light/Ordinary Hazard Occupancy: 0 to 5,000 square feet	$ 90.00 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 146.29		$ 115.00	27.8%
Light/Ordinary Hazard Occupancy: 5,001 to 20,000 square feet	$ 130.55 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 208.86		$ 165.50	26.8%
Light/Ordinary Hazard Occupancy: 20,001 to 50,000 square feet	$ 176.25 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 262.29		$ 220.40	25.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Inspection Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Light/Ordinary Hazard Occupancy: 50,001 square feet or more	$ 267.65 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 342.44		$ 334.50	25.0%
Extra Hazard Occupancy: 0 to 5,000 square feet	$ 176.25 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 310.88		$ 220.40	25.0%
Extra Hazard Occupancy: 5,001 to 20,000 square feet	$ 267.65 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 582.89		$ 360.00	34.5%
Extra Hazard Occupancy: 20,001 to 50,000 square feet	$ 785.90 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 823.33		$ 823.33	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Inspection Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Extra Hazard Occupancy: 50,001 square feet or more	$ 1,005.25 Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,053.08		$ 1,053.08	4.76%
Multi-Story Structures: Buildings 4 or more stories in height not classified as a high-rise	$ 165.80 per floor Annual	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 173.69		$ 173.69	4.76%
Miscellaneous Inspections	$ 176.10 per hour	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 184.48		$ 184.48	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Standard Reimbursement Rates

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV --------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Standard Time Reimbursement: Assistant Training Officer	$ 37.74 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 39.53		$ 39.53	4.74%
Standard Time Reimbursement: Battalion Chief	$ 45.95 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 48.13		$ 48.13	4.74%
Standard Time Reimbursement: Deputy Fire Chief	$ 50.57 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 52.97		$ 52.97	4.75%
Standard Time Reimbursement: Deputy Fire Marshal	$ 35.05 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 36.72		$ 36.72	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Standard Reimbursement Rates

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV --------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Standard Time Reimbursement: Driver Engineer	$ 31.01 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 32.48		$ 32.48	4.74%
Standard Time Reimbursement: Engine Company includes Captain, Driver Engineer and Firefighter	$ 94.81 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 99.32		$ 99.32	4.76%
Standard Time Reimbursement: Fire Captain	$ 35.05 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 36.72		$ 36.72	4.76%
Standard Time Reimbursement: Fire Chief	$ 60.50 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 63.38		$ 63.38	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Standard Reimbursement Rates

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Standard Time Reimbursement: Firefighter	$ 28.76 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 30.13		$ 30.13	4.76%
Standard Time Reimbursement: Fire Marshal	$ 45.95 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 48.13		$ 48.13	4.74%
Standard Time Reimbursement: Fire Prevention Specialist	$ 26.72 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 27.99		$ 27.99	4.75%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Standard Reimbursement Rates

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Standard Time Reimbursement: Hazardous Material Unit includes Driver Engineer and Firefighter	$ 59.77 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 62.61		$ 62.61	4.75%
Standard Time Reimbursement: Hazardous Materials Administrator	$ 42.70 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 44.72			Delete
Standard Time Reimbursement: Hazardous Materials Specialist	$ 41.05 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 43.00		$ 43.00	4.75%
Standard Time Reimbursement: Medic Unit includes Paramedic and Firefighter	$ 66.06 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 69.20		$ 69.20	4.75%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Standard Reimbursement Rates

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Standard Time Reimbursement: Rescue-Air Unit includes Driver Engineer	$ 31.01 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 32.48		$ 32.48	4.74%
Standard Time Reimbursement: Truck Company includes Captain, Driver Engineer and Firefighter	$ 94.81 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 99.32		$ 99.32	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Overtime Reimbursement Rates

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Before/After-Hours Inspections: First 3 hours	$ 711.60 First 3 hours	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 745.45		$ 745.45	4.76%
Before/After-Hours Inspections: Each additional hour more than 3 hours	$ 237.21	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 248.50		$ 248.50	4.76%
Before/After-Hours Plan Review: First 3 hours	$ 711.60 First 3 hours	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 745.45		$ 745.45	4.76%
Before/After-Hours Plan Review: Each additional hour more than 3 hours	$ 237.21	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 248.50		$ 248.50	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Overtime Reimbursement Rates

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Overtime Reimbursement: Deputy Fire Marshal	$ 52.58 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 55.08		$ 55.08	4.75%
Overtime Reimbursement: Driver Engineer	$ 46.51 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 48.72		$ 48.72	4.75%
Overtime Reimbursement: Engine Company includes Captain, Driver Engineer and Firefighter	$ 142.25 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 149.02		$ 149.02	4.76%
Overtime Reimbursement: Fire Captain	$ 52.58 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 55.08		$ 55.08	4.75%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Overtime Reimbursement Rates

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Overtime Reimbursement: Firefighter	$ 43.14 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 45.19		$ 45.19	4.75%
Overtime Reimbursement: Fire Prevention Specialist	$ 40.09 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 42.00		$ 42.00	4.76%
Overtime Reimbursement: Hazardous Material Unit includes Driver Engineer and Firefighter	$ 89.66 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 93.93		$ 93.93	4.76%
Overtime Reimbursement: Investigation Unit includes Deputy Fire Marshal	$ 51.98 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 54.45		$ 54.45	4.75%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Overtime Reimbursement Rates

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Overtime Reimbursement: Medic Unit includes Paramedic and Firefighter	$ 97.62 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 102.27		$ 102.27	4.76%
Overtime Reimbursement: Rescue-Air Unit includes Driver Engineer	$ 46.51 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 48.72		$ 48.72	4.75%
Overtime Reimbursement: Truck Company includes Captain, Driver Engineer and Firefighter	$ 142.25 per 1/4 hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 149.02		$ 149.02	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Penalty Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
False Alarm Responses: After third time in 180 day period per response	$ 258.31	Charged By: Fire Collected By: Fire	Date: 6/11/2013 R. No.: 8042 R.Date: 6/11/2013	Objective: Penalty Prop 26 Exception: 1,2 Full Cost: $ 270.60		$ 270.60	4.76%
Failure to Obtain Construction Permit	$ Double Fees	Charged By: Fire Collected By: Fire	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 1,2,5 Full Cost: N/A			
Plan Resubmittal Fee: Each subsequent resubmittal after first request to resubmit.	$ 233.70	Charged By: Fire Collected By: Fire	Date: 6/11/2013 R. No.: 8042 R.Date: 6/11/2013	Objective: Penalty Prop 26 Exception: 1,2 Full Cost: $ 286.02		$ 286.02	22.4%
Re-Inspection Fee: For failure to cancel appointment, work not ready for inspection or more than three re-inspections	$ 267.64	Charged By: Fire Collected By: Fire	Date: 6/11/2013 R. No.: 8042 R.Date: 6/11/2013	Objective: Penalty Prop 26 Exception: 1,2,3 Full Cost: $ 326.06		$ 326.06	21.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Penalty Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV --------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Non-renewal of Operational (Annual) Permit: 30 days after renewal notice	$ Double Fees	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 1,2,5 **Full Cost:** N/A			
Administative Citation Penalty: **A105.1.4** Failure to pay annual fire permit fees	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			
Administative Citation Penalty: **A109.2.2** Failure to comply with order, notices and/or tags issued by the Fire Department	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			
Administative Citation Penalty: **109.1** Other fire code violations	$ 150.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 150.00			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Penalty Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Administative Citation Penalty: **304.1.1C** Storage accumulation of rubbish and/or combustible vegetation-Commercial	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			
Administative Citation Penalty: **304.1.1R** Storage accumulation of rubbish and/or combustible vegetation-Residential	$ 100.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 100.00			
Administative Citation Penalty: **401.1** Failure to report emergencies	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			
Administative Citation Penalty: **401.3.1** Intentional or negligent false alarm - each occurrence	$ 150.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 150.00			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Penalty Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Administative Citation Penalty: **407.1** Failure to maintain Hazardous Materials Management Plan in approved location	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			
Administative Citation Penalty: **508.5.4** Obstruction and control of emergency access	$ 200.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 200.00			
Administative Citation Penalty: **901.6** Failure to maintain fire protection equipment	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			
Administative Citation Penalty: **1004.1** Exceeding maximum occupant load	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Penalty Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Administative Citation Penalty: **1028.3** Obstruction of means of egress	$ 250.00	Charged By: Fire Collected By: Finance	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 250.00			
Administative Citation Penalty: **2205.2** Failure to maintain vehicle fuel dispensing system	$ 250.00	Charged By: Fire Collected By: Finance	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 250.00			
Administative Citation Penalty: **2701.5.1** Failure to file Hazardous Materials Management Plan	$ 250.00	Charged By: Fire Collected By: Finance	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 250.00			
Administative Citation Penalty: **2701.5.2** Failure to update Hazardous Materials Inventory Statement	$ 250.00	Charged By: Fire Collected By: Finance	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 250.00			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Penalty Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Administative Citation Penalty: **2701.6** Failure to file Hazardous Materials Closure Plan	$ 250.00	Charged By: Fire Collected By: Finance	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 250.00			
Administative Citation Penalty: **2703.1.1** Exceeding maximum allowable quantity of hazardous materials	$ 250.00	Charged By: Fire Collected By: Finance	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 250.00			
Administative Citation Penalty: **2703.2.6** Failure to maintain hazardous materials systems	$ 250.00	Charged By: Fire Collected By: Finance	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 250.00			
Administative Citation Penalty: **2703.2.8** Failure to provide seismic protection for hazardous material systems	$ 250.00	Charged By: Fire Collected By: Finance	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 250.00			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Penalty Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Administative Citation Penalty: **2703.3.3.1** Failure to report hazardous material release	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			
Administative Citation Penalty: **2703.5** Failure to label hazardous materials system	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			
Administative Citation Penalty: **2703.9.8** Failure to separate incompatible hazardous materials	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			
Administative Citation Penalty: **2704.2.2** Failure to maintain secondary containment for hazardous materials	$ 250.00	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** Penalty **Prop 26 Exception:** 5 **Full Cost:** $ 250.00			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Penalty Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Administative Citation Penalty: 3301.1.2 Unlawful possession of fireworks	$ 250.00	Charged By: Fire Collected By: Finance	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 250.00			
Expired Construction Permit Reactivation Fee	$ 180.00	Charged By: Fire Collected By: Fire	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 1,2,3 Full Cost: $ 180.00			
Expired Construction Permit Plan Review Reactivation Fee	$ 180.00	Charged By: Fire Collected By: Fire	Date: 7/14/2009 R. No.: 7653 R.Date: 7/14/2009	Objective: Penalty Prop 26 Exception: 1,2,3 Full Cost: $ 180.00			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / Document Fees

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE / PROP 26 EXCEPTIO / FEE READER'S GUI / FULL COST FACTOR	FULL COST FACTORS	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Santa Clara Municipal Fire and Environmental Code - Hard Copy	$ 12.00	Charged By:	Date: 7/14/2009	Recover Cost	Personnel $			
					Equipment			
			R. No.: 7653	1,2	Mat/Sup/Svc 12.00			
		Collected By:	R.Date: 7/14/2009		Other Costs			
				$ 12.00	Overhead			
					TOTAL = $ 12.00			
Microfilm Copies	$ 21.00 plus actual cost	Charged By:	Date: 7/14/2009	Recover Cost	Personnel $			
					Equipment			
			R. No.: 7653	1,2	Mat/Sup/Svc			
		Collected By:	R.Date: 7/14/2009		Other Costs 21.00			
				$ 21.00	Overhead			
					TOTAL = $ 21.00			
Photocopies	$ 0.20	Charged By:	Date: 7/14/2009	Recover Cost	Personnel $			
					Equipment			
			R. No.: 7653	1,2	Mat/Sup/Svc			
		Collected By:	R.Date: 7/14/2009		Other Costs 0.20			
				$ 0.20	Overhead			
					TOTAL = $ 0.20			
Photographs	$ 21.00 plus actual cost	Charged By:	Date: 7/14/2009	Recover Cost	Personnel $			
					Equipment			
			R. No.: 7653	1,2	Mat/Sup/Svc			
		Collected By:	R.Date: 7/14/2009		Other Costs 21.00			
				$ 21.00	Overhead			
					TOTAL = $ 21.00			

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / CUPA Fees

RESOLUTION NUMBER:

APPROVED:

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Hazardous Waste Generator Fees: Used Oil Only	$ 164.95	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 172.80		$ 172.80	4.76%
Hazardous Waste Generator Fees: Less than 100 Kg per year	$ 137.65	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 144.20		$ 144.20	4.76%
Hazardous Waste Generator Fees: Less than 5 tons per year	$ 186.75	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 195.64		$ 195.64	4.76%
Hazardous Waste Generator Fees: 5 tons to less than 25 tons per year	$ 350.45	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 367.13		$ 367.13	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / CUPA Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Hazardous Waste Generator Fees: 25 tons to less than 50 tons per year	$ 377.70	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 395.69		$ 395.69	4.76%
Hazardous Waste Generator Fees: 50 tons to less than 250 tons per year	$ 473.20	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 495.72		$ 495.72	4.76%
Hazardous Waste Generator Fees: More than 250 tons per year	$ 486.85	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 510.02		$ 510.02	4.76%
California Accidental Release Program (CALARP) Fees: Single Facility Initial Submittal Review time not to exceed four hours	$ 938.70	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 983.39		$ 983.39	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / CUPA Fees

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
California Accidental Release Program (CALARP) Fees: Single Facility Initial Submittal Review time exceeding four hours	$ 186.75	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 195.63		$ 195.63	4.76%
California Accidental Release Program (CALARP) Fees: Two to Three Facilities Initial Submittal Review time not to exceed eighteen hours	$ 1,414.40	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 1,481.72		$ 1,481.72	4.76%
California Accidental Release Program (CALARP) Fees: Two to Three Facilities Initial Submittal Review time exceeding eighteen hours	$ 186.75 per hour	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 195.64		$ 195.64	4.76%
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier: Tiered Permit Submittal – Initial or Amended	$ 140.90	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 147.60		$ 147.60	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / CUPA Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier: Permit by Rule – First Unit	$ 445.95	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 467.17		$ 467.17	4.76%
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier: Permit by Rule – Each Additional Unit	$ 72.80	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 76.26		$ 76.26	4.75%
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier: Conditionally Authorized – First Unit	$ 323.20	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 338.57		$ 338.57	4.76%
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier: Conditionally Authorized – Each Additional Unit	$ 72.80	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 76.29		$ 76.29	4.79%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / CUPA Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier: Conditionally Exempt – First Unit	$ 137.65	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 144.20		$ 144.20	4.76%
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier: Conditionally Exempt – Each Additional Unit	$ 59.20	Charged By: Fire Collected By: Finance	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 62.02		$ 62.02	4.76%
Closure of an Onsite Hazardous Waste Treatment System: Conditionally Authorized and Conditionally Exempt	$ 603.00	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 631.73		$ 631.73	4.76%
Closure of an Onsite Hazardous Waste Treatment System: Permit by Rule	$ 706.55	Charged By: Fire Collected By: Fire	Date: 06/11/13 R. No.: 8042 R.Date: 6/11/2013	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: $ 740.19		$ 740.19	4.76%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / CUPA Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
State of California Annual Surcharges: CUPA Oversight Fee	$ As Determined by State Regulation	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** N/A	Set by State Collected by City and paid to State.		
State of California Annual Surcharges: Underground Tank Fee	$ As Determined by State Regulation	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** N/A	Set by State Collected by City and paid to State.		
State of California Annual Surcharges: Califonia Accidental Release Prevention Program	$ As Determined by State Regulation	**Charged By:** Fire **Collected By:** Finance	**Date:** 7/14/2009 **R. No.:** 7653 **R.Date:** 7/14/2009	**Objective:** User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** N/A	Set by State Collected by City and paid to State.		
Aboveground Petroleum Storage Tank Program 1,320 - 10,000 gallon capacity	$ 116.80	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 122.37		$ 122.37	4.77%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
Fire / CUPA Fees

RESOLUTION NUMBER:

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV --------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / RESOLUTION NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Aboveground Petroleum Storage Tank Program More than 10,000 gallon capcity	$ 171.37	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 **R. No.:** 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 179.53		$ 179.53	4.76%
Hazardous Materials Business Plan	$ 73.70	**Charged By:** Fire **Collected By:** Finance	**Date:** 06/11/13 R. No.: 8042 **R.Date:** 6/11/2013	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2,3 **Full Cost:** $ 77.21		$ 77.21	4.76%

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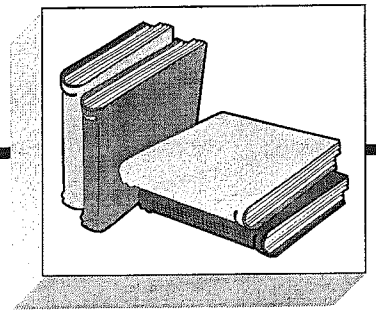
Municipal Fee Schedule



Library

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
LIBRARY

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (IF APPLICABLE)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Overdue fines covering interlibrary loans	$ 1.50 per item per day	Charged By: Library Collected By: Library	Date: 06/11/13 O. No.: O. Date:	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 1.50	Fine is assessed to encourage prompt return of the materials.		
Overdue fines - all other items	$ 0.25 per item per day $ 6.00 maximum per item	Charged By: Library Collected By: Library	Date: 06/10/03 O. No.: O. Date:	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 1.16	Fine is assessed to encourage prompt return of the materials.	$ 0.25 per item per day $ 8.00 maximum per item	33.3%
Replacement for library materials	$ Current costs of item +processing fee: $ 7.50 or $ 15.00	Charged By: Library Collected By: Library	Date: 06/12/12 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 31.93	Processing fee incurred to recover some of the cost of replacing library materials. Two tier system: $7.50 for paperbacks and $15.00 all other items	Current costs of item +processing fee: $ 9.00 or $ 18.00	20.0% 20.0%
Replacement fee for lost or damaged library card	$ 1.00	Charged By: Library Collected By: Library	Date: 06/10/03 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 2.30		$ 2.00	100.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
LIBRARY

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (IF APPLICABLE)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Fee for borrowing materials from other libraries (interlibrary loan)	$ 8.50 per item	Charged By: Library Collected By: Library	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 8.50			
Overdue fines - City Council packets and DVD's	$ 2.50 per item per day	Charged By: Library Collected By: Library	Date: 06/11/13 O. No.: O. Date:	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 2.50			
Replacement fee for lost Link+ materials borrowed from other libraries	$ 115.00	Charged By: Library Collected By: Library	Date: 06/10/03 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 115.00	Replacement fee is collected by the library and transferred to the owning library; fee amount is determined by Link+ consortium		
Overdue fine for Link+ materials borrowed from other libraries	$ 1.50 per item per day	Charged By: Library Collected By: Library	Date: 06/14/11 O. No.: O. Date:	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 1.50	Overdue fine amount is determined by the Link+ consortium		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
LIBRARY

RESOLUTION NUMBER:

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (IF APPLICABLE)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Collection Agency Fee	$ 10.00	Charged By: Library Collected By: Library	Date: 06/09/09 O. No.: O. Date:	Objective: Recover Cost Penalty Prop 26 Exception: 1,2 Full Cost: $ 38.37	Fee is assessed to recover the cost charged by collection agency to the library for resolving delinquent accounts	$ 12.50	25.0%
Overdue Fines for Portable Electronic Devices	$ 15.00	Charged By: Library Collected By: Library	Date: 06/12/12 O. No.: O. Date:	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 15.00	Fine is assessed to encourage prompt return of portable electronic devices.		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
LIBRARY

RESOLUTION NUMBER: **APPROVED:**

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (IF APPLICABLE)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Food and beverage usage fee - Library Community Rooms	$ 36.00	**Charged By:** Library **Collected By:** Library	**Date:** 06/12/12 **O. No.:** **O. Date:**	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 4 **Full Cost:** $ 19.00	To be assessed when groups using library community rooms wish to serve food and/or beverages. Reduced dollar amount and redirected to room set up fee.	$ 19.00	-47.2%
Room Rental Processing and Set Up Fee	$	**Charged By:** Library **Collected By:** Library	**Date:** **O. No.:** **O. Date:**	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 4 **Full Cost:** $ 50.12		$ 50.00	New
Hourly fee for setup, use and operation of audio-visual equipment in Library Community Rooms	$ 30.00	**Charged By:** Library **Collected By:** Library	**Date:** 06/12/12 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 4 **Full Cost:** $ 30.00			
Fee for using library meeting room	$ 50.00 per hour Two hour minimum.	**Charged By:** Library **Collected By:** Library	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** User Fee **Prop 26 Exception:** 4 **Full Cost:** N/A	In addition to labor costs, there are indirect costs of using the facility: water, electricity, equipment, furniture, etc.		

Municipal Fee Schedule

Parks and Recreation

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
PARKS & RECREATION / CEMETERY

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BURIALS							
Flat Marker Section Single-Depth Plot *Non-resident* Endowment care	$ 3,947.00 $ 757.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 4,704.00		$ 833.00	10.0%
Flat Marker Section Single-Depth Plot *Resident* Endowment Care	$ 2,837.00 $ 553.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 3,390.00		$ 608.00	9.9%
Monument Section Single-Depth Plot *Non-resident* Endowment Care	$ 6,267.00 $ 1,118.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 7,385.00		$ 1,230.00	10.0%
Monument Section Single-Depth Plot *Resident* Endowment Care	$ 4,397.00 $ 801.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 5,198.00		$ 881.00	10.0%

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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PARKS & RECREATION / CEMETERY

RESOLUTION NUMBER: APPROVED:

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Flat Marker Section EVERGREEN AREA Double-Depth Plot *Non-Resident* Endowment Care	$ 4,397.00 $ 1,415.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 5,812.00	Purchase of two burial spaces, one on top of the other. Flat marker area.	$ 1,557.00	10.0%
Monument Section CYPRESS AREA Double-depth plot *Non-Resident* Endowment Care	$ 8,396.00 $ 2,045.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 10,441.00	Purchase of two burial spaces, one on top of the other. Monument area.	$ 2,250.00	10.0%
Flat Marker Section EVERGREEN AREA *Resident* Double-Depth Plot Endowment Care	$ 3,735.00 $ 553.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 4,288.00		$ 608.00	9.9%
Monument Section CYPRESS AREA *Resident* Double Depth Plot Endowment Care	$ 5,433.00 $ 803.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 6,236.00		$ 883.00	10.0%

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Flat Marker Section FEATURE AREAS: Acacia Lawn, Serenity, Redwood Grove,Willow Bend, etc. *Non-Resident* Double-Depth Plot Endowment Care	$ 5,021.00 $ 1,415.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 6,436.00		$ 1,557.00	10.0%
Monument Section FEATURE AREAS: Corridors, All Sections, etc. Double-depth plot Endowment Care *Non-Resident*	$ 9,591.00 $ 2,045.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 11,636.00		$ 2,250.00	10.0%
Flat Marker Section FEATURE AREAS: Acacia Lawn, Serenity, Redwood Grove,Willow Bend, etc. *Resident* Double-Depth Plot Endowment Care	$ 3,985.00 $ 553.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 4,538.00		$ 608.00	9.9%
Monument Section FEATURE AREAS: Corridors, All Sections, etc. *Resident* Double Depth Plot Endowment Care	$ 5,795.00 $ 803.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 6,598.00		$ 883.00	10.0%

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Companion crypt *Non-resident*	$ 3,314.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 3,314.00			
Companion crypt *Resident*	$ 2,379.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,379.00			
Pre-Bury / Evergreen Area First Interment Right Option, At Need Only - Flat Marker Section - *Non-resident* Double-depth plot Endowment Care	$ 3,953.00 $ 779.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 4,732.00	First burial in extra depth grave space.	$ 857.00	10.0%
Pre-Bury / Evergreen Area First Interment Right Option, At Need Only - Flat Marker Section - *Resident* Double-depth plot Endowment Care	$ 2,835.00 $ 541.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 3,376.00	First burial in extra depth grave space.	$ 595.00	10.0%

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Pre-Bury / Cypress Area First Interment Right Option, At Need Only - Monument Section - *Non-resident* Double-depth plot Endowment Care	$ 6,269.00 $ 1,311.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 7,580.00	First burial in extra depth grave space.	$ 1,442.00	10.0%
Pre-Bury / Cypress Area First Interment Right Option, At Need Only - Monument Section - *Resident* Double-depth plot Endowment Care	$ 4,505.00 $ 814.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 5,319.00	First burial in extra depth grave space.	$ 895.00	10.0%
Pre-Bury / Evergreen/Cypress Areas Second Interment Right Option - Monument or Flat Sections *Non-resident* Double-depth plot Endowment Care	$ 1,710.00 $ 748.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,458.00	Second interment option in previously purchased plot.	$ 823.00	10.0%
Pre-Bury / Evergreen/Cypress Areas Second Interment Right Option - Monument or Flat Sections *Resident* Double-depth plot Endowment Care	$ 1,233.00 $ 426.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,659.00	Second interment option in previously purchased plot.	$ 469.00	10.1%

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Pre-Bury / Evergreen/Cypress Areas Companion Concrete Crypt for First and Second Interment Purchase Plans *Non-resident*	$ 1,924.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,924.00			
Pre-Bury / Evergreen/Cypress Areas Companion Concrete Crypt for First and Second Interment Purchase Plans *Resident*	$ 1,388.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,388.00			
Opening & closing fee Opening and Closing fee for Feature areas only	$ 2,276.00 $ 2,487.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,487.00			
Concrete vault *Non-resident*	$ 2,154.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,154.00	Reinforced concrete receptacle to be used in all double-depth plots, and in single depth plots Required by rules and regulations to prevent ground cave-in.		

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Concrete vault *Resident*	$ 1,547.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,547.00	Reinforced concrete receptacle to be used in all double-depth plots, and in single depth plots. Required by rules and regulations to prevent ground cave-in.		
Extra Depth Flat marker section Monument section	$ 1,147.00 $ 1,147.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,147.00	Labor and endowment care fees to change from single-depth plot to an extra-depth plot handled prior to first interment.		
Oversized crypt In addition to Vault Fee. Must be ordered from vault company prior to funeral svc. (To accommodate oversized casket)	$ 1,306.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,306.00	Crypt used for oversized caskets. To be used to Prevent ground cave-in. Additional Fee Charged for Crypt.		
Companion Concrete Crypt	$ 3,314.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 3,314.00	Companion crypt used for extra-depth plot. Required by rules and regulations to prevent ground cave-in.		

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Children's Section Plot Endowment Care	$ 105.00 $ 42.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/15/99 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 2,500.00			
Children's Section Opening and closing	$ 132.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/15/99 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 2,397.00			
Children's concrete vault	$ 121.00 **	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/15/99 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 121.00	Reinforced concrete receptacle required by rules and regulations to prevent ground cave-in.		
Infant Section Plot Endowment Care	$ 84.00 $ 42.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/15/99 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 126.00			

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Infant Section Opening and closing	$ 116.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/15/99 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 116.00			
Infant's concrete vault	$ 63.00 **	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/15/99 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 63.00			
Sunrise Gardens Cremation Area *Non-resident* Plot (one inurnment) Endowment Care	$ 2,167.00 $ 712.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 2,879.00		$ 783.00	10.0%
Sunrise Gardens Cremation Area *Resident* Plot (one inurnment) Endowment Care	$ 1,560.00 $ 509.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 2,069.00		$ 560.00	10.0%

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Sunrise Gardens Cremation Area *Non-resident* Plot (Two inurnments) Endowment Care	$ 2,597.00 $ 771.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 3,368.00		$ 848.00	10.0%
Sunrise Gardens Cremation Area *Resident* Plot (Two inurnments) Endowment Care	$ 1,867.00 $ 556.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,423.00		$ 612.00	10.1%
Monument Area for Cremains Burial Rights from 1-4 per plot. *Non-resident* Lot size 24"x48"	1 $ 2,597.00 2 $ 2,961.00 3 $ 3,335.00 4 $ 3,704.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 3,704.00			
Monument Area for Cremains Burial Rights from 1-4 per plot. *Resident* Lot size 24"x48"	1 $ 1,857.00 2 $ 2,126.00 3 $ 2,393.00 4 $ 2,655.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,655.00			

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Monument Area for Cremains Endowment Care *Non-resident*	$ 685.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 685.00		$ 754.00	10.1%
Monument Area for Cremains Endowment Care *Resident*	$ 605.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 605.00		$ 666.00	10.1%
Willow Bend Way Cremation Area *Non-Resident* Plot (Two Burial Rights) Lot size 34" X 34" Endowment Care	$ 3,704.00 $ 771.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 4,475.00		$ 848.00	10.0%
Willow Bend Way Cremation Area *Resident* Plot (Two Burial Rights) Lot size 34" X 34" Endowment Care	$ 2,655.00 $ 556.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 3,211.00		$ 612.00	10.1%

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Cremation Each Inurnment right *Non-resident* Endowment Care	$ 784.00 $ 771.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,555.00	Right to place cremation in full body plot or crypt.	$ 848.00	10.0%
Cremation Each inurnment right *Resident* Endowment Care	$ 593.00 $ 556.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,149.00	Right to place cremation in full body plot or crypt.	$ 612.00	10.1%
Cremation Placement in Plot Opening and closing	$ 820.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 820.00	Placement of cremains in full body plot or cremation plots.		
Cremation vault *Non-resident*	$ 414.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 414.00	Receptacle to hold the cremation urn. Required for in-ground burial of cremains.		

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Cremation vault *Resident*	$ 295.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 295.00			
Double Cremation Vault	$ 816.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 816.00			
<u>Marker Setting Fee</u> <u>In adult plots</u> Border and one vase Setting Fee Border and two vases Border only Plain setting	 $ 602.00 $ 656.00 $ 841.00 $ 545.00 $ 368.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 841.00			
<u>Marker Setting Fee</u> <u>In adult plots</u> Concrete foundation size to: 2'11" x 12" 3'10" x 12"	 $ 545.00 $ 846.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 846.00	Labor cost for setting a marker. Maximum 24" x 34" single 24" x 35" to 46" side-by-side		

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
PARKS & RECREATION / CEMETERY

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Marker Setting Fee In Babyland Border and one vase	$ 140.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/09/98 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 140.00			
Existing Markers Inscriptions Inscribe a panel Inscribe for a picture (Insert)	$ 34.00 $ 315.00 $ 233.00 $ 233.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 315.00	Add lettering, a panel or a picture to an existing marker. (Vendor)		
Marker removal and/or disposal	$ 458.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 458.00	Removal of marker as requested by customer.		
Garden Mausoleum Crypts, Tier E Crypts, Tier D Crypts, Tier B, C Crypts, Tier A Endowment Care	$ 13,666.00 $ 15,077.00 $ 17,668.00 $ 16,262.00 $ 1,428.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 19,096.00	Purchase of a single-in-the-wall burial space.	$ 1,571.00	10.0%

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Tandem/All Tiers Endowment Care	$ 22,433.00 $ 2,857.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 25,290.00		$ 3,143.00	10.0%
Crypts Opening and Placement	$ 1,635.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/12/12 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 1,602.00			
Mausoleum Crypts Casket Enclosure	$ 1,767.00 **	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/12/12 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 1,767.00			
Garden Mausoleum Bronze Monobar Installation	$ 816.00 ** $ 396.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/12/12 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 1,187.00			

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Emblem	$ 224.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 224.00	To be ordered in combination with the name plate for a niche or crypt if desired. (Vendor)		
Indoor Mausoleum Marble crypt inscription (shutter) with frosted panel inset.	$ 34.00 $ 315.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 342.00	Add lettering to a crypt front. (Vendor)		
Niches Bronze Niche Plaques Installation of: Plaques and Vases in Garden Court and Bank of Memories	$ 595.00 ** $ 396.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 971.00			
Plastic Flower Vase Installation	$ 133.00 ** $ 164.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 290.00			

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Bronze flower vase Installation	$ 192.00 ** $ 164.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 348.00	Flower vase installed on Garden Mausoleum niches, Tiers A - E.		
Metal flower vase	$ 148.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 145.00			
Bank of Memories Niches Garden Mausoleum Niches *Non-resident* Tiers M thru T Tiers I, J, K and L Tiers E, F, G and H Tiers A, B, C and D Endowment care	$ 979.00 $ 1,169.00 $ 1,362.00 $ 1,139.00 $ 596.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,958.00	Purchase of in-the-wall space for inurnment of cremains.	$ 656.00	10.1%
Bank of Memories Niches Garden Mausoleum Niches *Resident* Tiers M thru T Tiers I, J, K and L Tiers E, F, G and H Tiers A, B, C and D Endowment care	$ 698.00 $ 838.00 $ 983.00 $ 838.00 $ 432.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,415.00	Purchase of in-the-wall space for inurnment of cremains.	$ 475.00	10.0%

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Reference: CMD 109

Form: FEEFORM Revised: May 2011

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Indoor Mausoleum Niches		**Charged By:**	**Date:** 06/11/13	**Objective:** Recover Cost	Purchase of in-the-wall space for inurnment of cremains.		
Non-resident		Cemetery					
1 thru 2	$ 979.00		**O. No.:**	**Prop 26 Exception:** N/A			
3 thru 5	$ 1,169.00	**Collected By:**	**O.Date:**				
6 thru 8	$ 1,362.00	Cemetery &		**Full Cost:** $ 1,958.00			
9 thru 10	$ 1,169.00	Finance					
Endowment care	$ 596.00					$ 656.00	10.1%
Indoor Mausoleum Niches		**Charged By:**	**Date:** 06/11/13	**Objective:** Recover Cost	Purchase of in-the-wall space for inurnment of cremains.		
Resident		Cemetery					
1 thru 2	$ 698.00		**O. No.:**	**Prop 26 Exception:** N/A			
3 thru 5	$ 838.00	**Collected By:**	**O.Date:**				
6 thru 8	$ 983.00	Cemetery &		**Full Cost:** $ 1,415.00			
9 thru 10	$ 838.00	Finance					
Endowment care	$ 432.00					$ 475.00	10.0%
Garden Court Niche Bank		**Charged By:**	**Date:** 06/11/13	**Objective:** Recover Cost	Purchase of in-the-wall space for inurnment of cremains.		
Non-resident		Cemetery					
Tiers E and F	$ 3,497.00		**O. No.:**	**Prop 26 Exception:** N/A			
Tier D	$ 3,108.00	**Collected By:**	**O.Date:**				
Tier C	$ 2,722.00	Cemetery &		**Full Cost:** $ 4,268.00			
Tiers A and B	$ 2,333.00	Finance					
Endowment care	$ 771.00					$ 848.00	10.0%

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Garden Court Niche Bank *Resident* Tiers E and F Tier D Tier C Tiers A and B Endowment care	 $ 2,512.00 $ 2,235.00 $ 1,953.00 $ 1,618.00 $ 556.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 3,068.00	Purchase of in-the-wall space for inurnment of cremains.	$ 612.00	10.1%
Niches Opening and Placement	$ 788.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/12/12 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 788.00			
Removal of cremains from plots Vault disposal	$ 1,569.00 $ 166.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/12/12 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 1,735.00			
Disentombment from Mausoleum Removal only Sanitation of tomb Shutter replacement Monobar /Vase removal	 $ 2,379.00 $ 1,297.00 $ 1,175.00 ** $ 185.00	Charged By: Cemetery Collected By: Cemetery & Finance	Date: 06/12/12 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: $ 5,036.00			

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Disinurnment from Mausoleum Removal only Shutter Replacement Plaque/Vase removal	$ 748.00 $ 654.00 ** $ 185.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,587.00			
Disinter / Reinter-Same Plot To make plot Extra Depth Vault not included	$ 7,448.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 7,448.00	Labor and equipment to disinter per customers requests.		
Disinter only-Remove from cemetery	$ 4,129.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 4,129.00	Labor and equipment fees to disinter human remains to remove to another cemetery.		
Disposal of Vault or sanitation of pre-buried Companion Crypt	$ 1,657.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,657.00	Disposal of vault removed or sanitation of crypt after disinterment.		

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Saturday service (Two employees needed for saturdays. Services must be concluded by 11am.)	$ 1,379.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,379.00			
Burial Permit Filing Fee	$ 312.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 312.00			
Community Vault All sizes cremains Endowment care	 $ 414.00 $ 98.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 512.00	Labor fee for placement and removal. Fee includes the space in the community vault.	$ 108.00	10.2%
Transfer fee Repurchase Fee (Repurchase fee may be waived if reimbursment is under $400.00)	$ 312.00 $ 312.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 312.00	Costs to change ownership or burial rights per plot. Repurchase of Cemetery property (per plot, niche, crypt, etc.).		

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Mausoleum Casket Tray with absorbent pad	$ 268.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 268.00	Containment of fluids.		
Chapel Rental Fee Maximum time 2 hours Fee may be waived for hazardous weather conditions at gravesite. (Rain and wind)	$ 321.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 321.00	No fee for Santa Clara residents.		
Recordation Fee Second Casket Burial at time of first burial -no opening fee for Second Casket	$ 613.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 613.00			
Recordation Fee Placement of each Cremation in a full body grave at time of full body placement (Each urn) (in vault or casket)	$ 232.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 232.00			

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Recordation Fee Placement of more than one cremation in any niche at the same time. (Each Urn)	$ 232.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 232.00			
Professional witness fee Third party witness fee for dis-interment of a full body. Industry professional to witness the removal of a full body casket from a grave. (A witness to professional and ethical practice of services rendered.)	$ 308.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 308.00			
Wilbert Urn Vault (for Cremation) *Memorial Capsule* Monticello 7" X 12" X 12" Urn Vault 12" X 12" X12" Urn Vault	$ 1,387.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,387.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Cremation Urn remains clean and dry.		

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Wilbert Urn Vault (for Cremation) *Memorial Capsule* Venetian 7" X 12" X 12" Urn Vault 12" X 12" X12" Urn Vault	$ 1,759.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 1,759.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Cremation Urn remains clean and dry.		
Wilbert Urn Vault (for Cremation) *Memorial Capsule* Cameo Rose 12" X 12" X12" Urn Vault	$ 2,544.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,544.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Cremation Urn remains clean and dry.		
Wilbert Urn Vault (for Cremation) *Memorial Capsule* Stainless Steel 12" X 12" X12" Urn Vault	$ 2,544.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,544.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Cremation Urn remains clean and dry.		

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Wilbert Urn Vault (for Cremation) *Memorial Capsule* Veteran 12" X 12" X12" Urn Vault	$ 2,544.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,544.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Cremation Urn remains clean and dry.		
Wilbert Urn Vault (for Cremation) *Memorial Capsule* Copper Triune 12" X 12" X12" Urn Vault	$ 2,715.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,715.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Cremation Urn remains clean and dry.		

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Wilbert Urn Vault (for Cremation) *Memorial Capsule* Bronze Triune 12" X 12" X12" Urn Vault	$ 2,862.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,862.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Cremation Urn remains clean and dry.		
Wilbert Burial Vault (Casket Burial) Monticello Minimum single reinforced Vault	$ 3,752.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 3,752.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Casket remains clean and dry required to maintain warranty.		
Wilbert Burial Vaults (Casket Burial) Salute Minimum single reinforced Vault Strentex Lined	$ 4,257.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 4,257.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Casket remains clean and dry required to maintain warranty.		
Wilbert Burial Vaults (Casket Burial) Continential Basic reinforced Vault Strentex Lined	$ 4,752.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 4,752.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Casket remains clean and dry required to maintain warranty.		

(N/A here means it is not a fee imposed by a local government.)

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
PARKS & RECREATION / CEMETERY

RESOLUTION NUMBER: **APPROVED:**

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS ** Plus sales tax.	PROPOSED NEW OR REVISED FEE 2014-2015	Percent Change
Wilbert Burial Vaults (Casket Burial) Venetian Economy reinforced Vault ABS Marbelon	$ 6,455.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 6,455.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Casket remains clean and dry required to maintain warranty.		
Wilbert Burial Vaults Veteran Vault Stainless Steel Triune Cameo Rose Triune (Casket Burial) Double reinforced burial Vault ABS Trilon and Stainless Steel	$ 12,816.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 12,816.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Casket remains clean and dry required to maintain warranty.		
Wilbert Burial Vaults (Casket Burial) Copper Triune Double reinforced burial Vault ABS Trilon and Copper	$ 16,696.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 16,696.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Casket remains clean and dry required to maintain warranty.		
Wilbert Burial Vaults (Casket Burial) Bronze Triune Double reinforced burial Vault ABS Trilon and Bronze	$ 18,586.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 18,586.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Casket remains clean and dry required to maintain warranty.		

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CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Wilbert Burial Vaults The Wilbert Bronze (Casket Burial) *Special Order Only* Triple Reinforced Burial Vault Bronze Interior ABS Liner Interior and Exterior	$ 35,953.00 **	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 35,953.00	Protective reinforced concrete receptacle designed and warranted by manufacturer to resist the entrance of outside elements. Casket remains clean and dry required to maintain warranty.		
Annual Care plots Conversion from Annual Care to Endowment Care (Individual Plots already full)	$ 109.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 109.00	Conversion of annual care grave to endowment care. Minimum required by law (H&S code Article 4 Section 1 # 8738.A) Future burials in annual care plots paid at current fee schedule.		
Annual Care plot conversion to Endowment Care *Resident* Single Depth Double Depth	$ 744.00 $ 1,200.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,064.00	Single fee for conversion of annual care at time of burial.	$ 818.00 $ 1,320.00	9.9% 10.0%
Annual Care plot conversion to Endowment Care *Non-Resident* Single Depth Double Depth	$ 1,032.00 $ 1,867.00	**Charged By:** Cemetery **Collected By:** Cemetery & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,899.00	Single fee for conversion of annual care at time of burial.	$ 1,135.00 $ 2,054.00	10.0% 10.0%

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Community Recreation Center Room Rental Auditorium with kitchen Auditorium w/o kitchen	Cost per hour $ 296.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 272.00	MP Room $96.00 Kitchen $56.00 Full cost includes kitchen Resident/private party Hourly Staff costs may be charged to rental party in addition to the room rental fee.	$ 272.00 216.00	-8.1% New
Community Recreation Center Room Rental Serra-El Camino and Adobe rooms	$ 69.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ -	No private rental use allowed in these two rooms	$	Delete
Community Recreation Center Room Rental Meeting rooms: Music, A&C, Diablo, Preschool Mission	Cost per hour $ 51.00 $ 34.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 113.00	Delete $63.00 no private rentals Hourly Staff costs may be charged to rental party in addition to the room rental fee. $42.00 resident group/for non profit meeting	$ 42.00	Delete 23.5%
Park Building Room Rentals Machado, Maywood, Bowers Agnews, Montague	Cost per hour $ 50.00 $ 25.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 312.00	$50.00 resident/private party $25.00 resident group/ for non profit mtg.	$ 55.00	10.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Lick Mill Park Room Rentals	Cost per hour $ 100.00 $ 25.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 299.00	$100.00 resident/private party $25.00 resident group/ for non profit mtg.	$ 110.00	10.0%
Central Park Pavilion Group Picnic Area	$ 111.00 flat rate per area per day	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 108.78	Resident group private party	$ 122.00	9.9%
Central Park Arbor Center Picnic Area	$ 111.00 flat rate per area per day	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 108.78	Resident group private party	$ 122.00	9.9%
Hourly Staff (As Needed) assigned to Facility (Per Hour/per person) Parks/Maintenance Staff Receptionist	$ 22.00 per hour	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ rate x hrs.	Hourly staff costs charged to to rental for As Needed staff in addition to the room rental fee (Personnel $ per hour).	$ 27.00	22.7%

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Senior Citizens Center Auditorium and Kitchen	Cost per hour $ 192.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 245.66	Hourly Staff costs are charged to rental party in addition to the room rental fee. Kitchen and Auditorium rented together. Resident group private party	$ 200.00	4.2%
Senior Citizens Center Meeting Rooms	Cost per hour $ 49.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 245.66	Hourly Staff costs are charged to rental party in addition to the room rental fee. Resident group private use	$ 51.00	4.1%
Senior Citizens Center Kitchen	$ 72.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ -	This liine item was added to Sr. Center Auditorium		Delete
Youth Activity Center Room Rental Fees Gymnasium	Cost per hour $ 118.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 226.00	Hourly Staff costs are charged to rental party in addition to the room rental fee. Resident Youth Sports Groups are exempt	$ 125.00	5.9%

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Youth Activity Center Room Rental Fees	Cost per hour $ 80.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 113.00	Hourly Staff costs are charged to rental party in addition to the room rental fee. Resident Youth Sports Groups are exempt	$ 84.00	5.0%
Fund-raising events at City facilities	$ 15% of gross receipts or rental fees (whichever is greater)	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/15/10 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ Varies	All fund raising events for private parties are charged 15% of all gross receipts or rental fee; whichever is greater		
Softball fields and turf areas reservations Day Use - 2 hours Flat fee	Cost per hour $ 70.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 288.80	Resident Youth Sports Groups are exempt	$ 77.00	10.0%
Softball fields and turf areas reservations Day use with attendant per hr. fee	Cost per hour $ 45.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 288.80	Resident Youth Sports Groups are exempt includes 1 attendant per field	$ 50.00	11.1%

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Softball fields and turf areas reservations Evening use with attendant per hr. fee	Cost per hour $ 80.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 288.80	Resident Youth Sports Groups are exempt includes 1 attendant per field	$ 88.00	10.0%
Baseball field reservations Day use - 3 hours Flat fee	Cost per hour $ 129.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 288.80	Resident Youth Sports Groups are exempt includes 1 attendant per booking	$ 142.00	10.1%
Baseball field reservations Day use - 5 hours Flat fee	Cost per hour $ 195.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 288.80	Resident Youth Sports Groups are exempt includes 1 attendant per booking	$ 215.00	10.3%
Baseball field reservations Evening use - 3 hours Flat fee	Cost per hour $ 220.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 288.80	Resident Youth Sports Groups are exempt includes 1 attendant per booking	$ 242.00	10.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Baseball field reservations Evening use - 5 hours Flat fee	Cost per hour $ 273.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 288.80	Resident Youth Sports Groups are exempt includes 1 attendant per booking	$ 288.80	5.8%
Baseball and softball field preparation Flat fee	Cost per hour $ 70.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 288.80	Resident Youth Sports Groups are exempt	$ 77.00	10.0%
Central Park Tennis Court reservations	$ 7.00 per hour (resident) $ 10.00 per hour (non resident)	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ rate x hrs.	Per hour rate/resident; prime time reserved Per hour rate/non-resident; prime time reserved **Per hour rate/non-resident; non-prime time walk on fee** No fee for residents during non-prime time	$ 8.00 $ 11.00 $ 5.00	14.3% 10.0% NEW
City Plaza Park Gazebo	Cost per booking $ 111.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 108.78	Residents only; private Wedding	$ 108.78	-2.0%

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Recreation Cancellation Fee for Park Buildings, Picnic Areas	Cost per hour $ 40.00	Charged By: Parks & Rec Collected By: Parks & Rec.	Date: 06/12/12 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 40.88	Cancellation notice given less than 7 days in advance		
Youth Soccer Park Practice Field with attendant Day use - per field/ per hr.	Cost per hour $ 71.00	Charged By: Parks & Rec Collected By: Parks & Rec.	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 311.76	Resident Youth Sports Groups are exempt Includes Two attendants per booking.	$ 78.00	9.9%
Youth Soccer Park Practice Field with attendant Night use - per field / per hr.	Cost per hour $ 98.00	Charged By: Parks & Rec. Collected By: Parks & Rec.	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 293.92	Resident Youth Sports Groups are exempt Includes Two attendants per booking.	$ 108.00	10.2%
Youth Soccer Park Game Field with attendant Day Use - per field / per hr.	Cost per hour $ 129.00	Charged By: Parks & Rec. Collected By: Parks & Rec.	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 293.92	Resident Youth Sports Groups are exempt Includes Two attendants per booking.	$ 142.00	10.1%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Youth Soccer Park Game Field with attendant Night use - per field / per hr.	Cost per hour $ 156.00	Charged By: Parks & Rec. Collected By: Parks & Rec.	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 311.76	Resident Youth Sports Groups are exempt Includes Two attendants per booking.	$ 172.00	10.3%
Youth Soccer Park Game Field Preparation Per field/per day Fields 1 and 3 only	$ 118.00	Charged By: Parks & Rec. Collected By: Parks & Rec.	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 117.95	Resident Youth Sports Groups are exempt Includes Two attendants per booking.	$ 117.95	0.0%
Field Prep - Football One time fee	$ 550.00	Parks & Rec. Collected By: Parks & Rec.	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 556.78	Resident Youth Sports Groups are exempt.	$ 556.00	1.1%
Amplified Music per event	$ 55.00	Charged By: Parks & Rec. Collected By: Parks & Rec.	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 57.48	Resident Youth Sports Groups are exempt	$ 57.48	4.5%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Teen Center Room Rental Multi-Purpose Room	$ 118.00	Charged By: Collected By:	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 255.27	Resident Youth Groups are exempt Hourly Staff costs are charged to rental party in addition to the room rental fee.	$ 125.00	5.9%
Teen Center Room Rental Meeting rooms Arts and Crafts or Classroom Conference Room	Cost range depending on priority (per hour) $ 69.00 $ 51.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: $ 127.50	Resident Youth Groups are exempt Hourly Staff costs are charged to rental party in addition to the room rental fee.	$ 84.00 $ 0.00	21.7% Delete
Special Event Application Fee (Groups of 50 or more, Special Event on City Property	Cost range depending on priority (per hour) $ 250.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 250.00	One time application processing fee per request; non-exclusive use of public property based on Dept. Head approval City Code 9.35060		
Pools Lifejacket Rental	Cost range depending on priority (per hour) $ 1.00	Charged By: Parks & Rec Collected By: Parks & Rec	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 19.50	Cost per use amortized over 3 year period		

Reference: CMD 109

Form: FEEFORM Revised: May 2011

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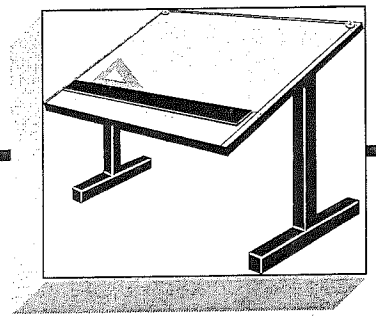

Municipal Fee Schedule

Planning and Inspection

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
PLANNING AND INSPECTION

RESOLUTION NUMBER:

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Rezone single lot to R1	$ 4,030.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 5,692.00		$ 4,600.00	14.14%
Rezoning - lots up to one acre	$ 7,910.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 11,100.00		$ 8,070.00	2.02%
Rezoning - lots over one acre	$ 9,440.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 13,316.00		$13,300.00	40.89%
Zoning Code Text Amendment	$ 7,910.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 10,390.00		$ 8,400.00	6.19%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Variance - single family home	730.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/12/12 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: $ 8,254.00		$ 1,110.00	52.05%
Variance - all others	$ 3070.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: $ 4,293.00		$ 3,460.00	12.70%
Zoning Administrator Action Single Family/Duplex	$ 210.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: $ 458.00		$ 300.00	42.86%
Zoning Administrator Action All Others	$ 290.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: $ 569.00		$ 470.00	62.07%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Off-Site Parking Facilities	$ 4.88 per space per event N of 101	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 R. No.: 10-7778 R. Date: 10/12/10	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: $ 5.11	Collected from persons obtaining an Off-Site Parking Permit from Zoning Administrator and for each parking space for sports or entertainment venues north of Highway 101.	$ 5.11 (per space) *and*	4.71%
	AND						
Off-Site Parking Permit	$ 290.00 per each application Citywide				See ZA Action	$ 290.00 (per permit)	0.00%
Use permit	$ 6,000.00 per application $ 2,501.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 2,501 to 11,100	Use Permit Use Permit-Minor	$ 6,280.00 $ 2,240.00	4.67%
House move permit	$ 6,000.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 11,100.00	Use Permit	$ 8,970.00	49.50%

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Special permit	$ 800.00 per application	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 681.00		$ 681.00	-14.88%
Application for tentative subdivision map	$ 3,870.00 up to 1 acre. $ 8,710.00 1 acre or more	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 9,926 to 12,214	Up to 1 acre 1 acre or more	$ 5,870.00 to $ 9,870.00	51.68% to 13.32%
Vesting tentative subdivision map	$ 6,060.00 $ 7,260.00 $ 8,970.00 $ 9,920.00	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 9,701 to 13,946	Up to 1 acre - Res. Up to 1 acre - Non-Res. 1 acre or more - Res. 1 acre or more - Non-Res.	$ 10,110.00 $ 11,460.00 $ 11,213.00 $ 10,250.00	66.83% 57.85% 25.01% 3.33%
Tentative parcel map	$ 2,900.00 $ 3,730.00	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 4,293 to 5,183	Up to 1 acre 1 acre or more	$ 3,460.00 $ 4,190.00	19.31% 12.33%

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Vesting tentative parcel map	$ 3,650.00 $ 4,950.00	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 6,025 to 6,914	Up to 1 acre 1 acre or more	$ 4,870.00 $ 5,590.00	33.42% 12.93%
Lot line adjustment	$ 2,070.00 per application	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 2,875.00		$ 2,320.00	12.08%
Appeals	$ 240.00 per request	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 16,083.00	Council policy is to keep the appeal fee nominal.	$ 360.00	50.00%
Posting/reposting of Public Notification. Single family home	$ 330.00 per application	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 377.00	Council policy is to subsidize single family fees.		

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Posting/reposting of Public Notification	$ 2,450.00 per application	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 5,578.00		$ 4,510.00	84.08%
Annexation of territory to City of Santa Clara	$ 3,780.00 per application	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 11,385.00		$ 11,380.00	201.06%
Architectural Review	$ 600.00	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,6 **Full Cost:** $ 4,850 to 10,491	Architectural Review	$ 610.00	1.67%
Architectural Review-new development-Non-SFR	$ 3,075.00				Architectural Review-new development-Non-SFR	$ 4,660.00	51.54%
City review of Draft EIR and preparation of Final EIR	$ 12,390.00 per application	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,6 **Full Cost:** $ 15,573.00		$ 15,550.00	25.50%

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Single Subject EIR	$ 12,390.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 7,938 to 12,393	* $385 surcharge for TIA and Mixed Use		Delete
Notice of Exemption	$ 50.00	Charged By: P&I/Plan Collected By: Finance	Date: O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 189.00		$ 180.00	260.00%
General plan amendment Up to one acre	$ 7,290.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 10,390.00		$ 8,310.00	13.99%
General plan amendment Over one acre	$ 10,000.00 per application	Charged By: P&I/Plan Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ 19,339.00		$ 19,330.00	93.30%

Reference: CMD 109

Form: FEEFORM Revised: May 2011

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Development agreement	$ 8,690.00 per application	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,6 **Full Cost:** $ 12,524.00		$ 12,520.00	44.07%
Certificate of Compliance	$ 1,610.00 per certificate	**Charged By:** P&I/Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,6 **Full Cost:** $ 2,289.00		$ 2,280.00	41.61%
Amendment or cancellation of development agreement	$ 5,870.00 per application	**Charged By:** P&I/Insp **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,6 **Full Cost:** $ 12,524.00		$ 12,520.00	113.29%
Special Permit Renewal	$ 435.00 per application	**Charged By:** P&I/Insp **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 635.00		$ 520.00	19.54%

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Single Sign Permit Fees (attached or ground)	$ 210.00 per application	Charged By: P&I/Insp Collected By: Finance	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 374.00	Plus $195 per sign on property for change in or new sign program for multiple signs.	$ 260.00	23.81%
Temporary Sign Permit pursuant to Zoning Ordinance Section 40-27 Good for 60 days	$ 39.00 per application	Charged By: P&I/Insp Collected By: Finance	Date: 06/12/12 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 56.00		$ 40.00	2.56%
Temporary Sign Removal Fees	$ 235.00 per sign	Charged By: P&I/Insp Collected By: Finance	Date: 06/11/13 O. No.: O. Date: Council Action	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 1,921.00	Fees to be paid prior to retrieval of signs to any person.	$ 350.00	48.94%
Street Banner Permit	$ 39.00 per application	Charged By: P&I/Insp Collected By: Finance	Date: 06/12/12 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 56.00		$ 40.00	2.56%

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Mills Act Application	$ 1,200.00 per application	**Charged By:** P&I/Insp **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 4,518.00		$ 1,820.00	51.67%
City review or preparation of initial study and Negative Declaration	$ 5,000.00 per application $ 8,000.00	**Charged By:** P&I/ Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,6 **Full Cost:** $ 9,368 to 12,772	Up to 1 acre 1 acre or more * $385 surcharge for TIA and Mixed Use	$ 7,570.00 $ 10,320.00	51.40% 29.00%
Rezone to PD-MC	$ 12,390.00	**Charged By:** P&I/ Plan **Collected By:** Finance	**Date:** 06/12/12 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 17,919.00		$ 14,480.00	16.87%
Development Area Plan related to a PD-MC rezoning	$ 5,500.00	**Charged By:** P&I/ Plan **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3,6 **Full Cost:** $ 7,756.00		$ 6,270.00	14.00%

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Development Agreement Negotiations Asst. City Attorney Sr. Deputy Attorney Deputy City Attorney	$ 144 per hour	Charged By: P&I/ Plan Collected By: Finance	Date: 06/09/09 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ As calculated			
Cell Site Lease Negotiations Asst. City Attorney Sr. Deputy Attorney Deputy City Attorney	$ 144 per hour	Charged By: P&I/ Plan Collected By: Finance	Date: 06/09/09 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $ As calculated			
Attorney's Fees for Negotiations Asst. City Attorney Sr. Deputy Attorney Deputy City Attorney	$ 144 per hour $ 120.00 $ 81.00 $ 58.50	Charged By: P&I/ Plan Collected By: Finance	Date: 06/09/09 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ As calculated			
Pre-application fee for Project Clearance Committee review	$ 1,205.00	Charged By: P&I/ Plan Collected By: Finance	Date: 06/12/12 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: $ 1,039.00		$ 1,039.00	-13.78%

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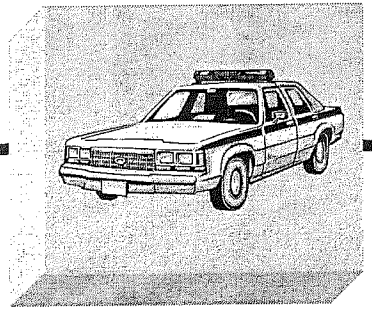
Flood Zone Verification	$ 50.00	Charged By: P&I/ Plan Collected By: Finance	Date: O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 133.00		$ 130.00	160.00%
Zoning Verification	$ 290.00	Charged By: P&I/ Plan Collected By: Finance	Date: O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 292.00		$ 290.00	0.00%
Historic Landmarks		Charged By: P&I/ Plan Collected By: Finance	Date: O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 4,850.00		$ 650.00	New
Stormwater Management Plan Revlew		Charged By: P&I/ Plan Collected By: Finance	Date: O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 1,500.00		$ 1,500.00	New

Municipal Fee Schedule



Police

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Reproduction of audio cassette tapes	$ 23.00 per cassette	**Charged By:** Police **Collected By:** Police	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2 **Full Cost:** $ 24.52	See City Manager Schedule Page 2		
Reproduction of VHS tapes	$ 23.00 per tape	**Charged By:** Police **Collected By:** Police	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost User Fee **Prop 26 Exception:** 1,2 **Full Cost:** $ 19.06	See City Manager Schedule Page 2		
CAD report for legal purposes Per page	$ 0.20 per page	**Charged By:** Police **Collected By:** Finance	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 0.20	See City Manager Schedule Page 2 - Copy Machine Usage		
Dispatch service required for special events	$ 94.50 per hour	**Charged By:** Police **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 99.14		$ 99.00	4.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Off-duty employment:	Per current salary schedule plus benefits and overhead of 97.58%	**Charged By:** Police **Collected By:** Finance	**Date:** 06/06/06 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** As calculated			
Second Response Ordinance	Per current salary schedule plus benefits and overhead of 97.58%	**Charged By:** Police **Collected By:** Finance	**Date:** 08/22/90 **O. No.:** 1849 **O.Date:** 11/24/09 Code Section 9.05.020	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** As calculated	(Regulatory Fee)		
Tow Drivers Application	$ 135.50	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** **O.Date:** **Other (specify):** City Contract	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 143.00	Does not include mandated DOJ/FBI Live Scan fees (Regulatory Fee)	$ 143.00	5.5%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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ID Card Renewal/Replacement (for multiple applicants)	$	Charged By: Police Collected By: Police	Date: O. No.: O.Date: Other:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 54.00		$ 27.00	New
Tow Driver Renewal Renewal	$ 44.50	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 47.00	(Regulatory Fee)	$ 47.00	5.6%
Taxicab Company Application	$ 1,750.00	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 4,908.00	Does not include mandated DOJ/FBI Live Scan fees Larger than 25% increase is needed to recover costs (Regulatory Fee)	$ 2,625.00	50.0%

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Taxicab Company Renewal	$	**Charged By:** Police **Collected By:** Police	**Date:** **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 2,461.00		$ 1,316.00	New
Taxicab Driver Application	$ 200.00	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** 1713	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 308.00	Does not include mandated FBI/DOJ Live Scan fees (Regulatory Fee)	$ 300.00	50.0%
Taxicab Driver Renewal, Retest or Reinspection	$ 38.00	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** 1713	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 38.00	(Regulatory Fee)		

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Taxicabs Safety Inspection Fee	$ 54.25	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** 1713	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 57.00	(Regulatory Fee)	$ 57.00	5.1%
Fingerprinting Hard Card (Sent to Department of Justice)	$ 38.50 per card	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 41.00	Does not include mandated FBI/DOJ Live Scan fees (Regulatory Fee)	$ 41.00	6.5%
Fingerprinting Hard Card (Person takes card with them)	$ 38.50 per card	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 41.00	Does not include mandated FBI/DOJ Live Scan fees (Regulatory Fee)	$ 41.00	6.5%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
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Police Reports Per page	$ 0.20 per page	**Charged By:** Police **Collected By:** Police	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 0.20	See City Manager Schedule Page 2 - Copy Machine Usage		
Color Photographs 4" x 6" Per copy Travel costs	Cost	**Charged By:** Police **Collected By:** Police	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 7.04	Actual cost of duplication		
Color Photographs 5" x 7" Per copy Travel Cost	Cost	**Charged By:** Police **Collected By:** Police	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 9.62	Actual cost of duplication		
Color Photographs 8" x 10" Per Copy Travel Cost	Cost	**Charged By:** Police **Collected By:** Police	**Date:** 06/10/08 **Res. #** 08-7525	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 13.75	Actual cost of duplication		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Color Photographs 11" x 14" Per copy Travel Cost	Cost	Charged By: Police Collected By: Police	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 23.12	Actual cost of duplication		
Color Photographs 16" x 20" Per copy Travel Cost	Cost	Charged By: Police Collected By: Police	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 28.63	Actual cost of duplication		
Color Photographs 20" x 30" Per copy Travel Cost	Cost	Charged By: Police Collected By: Police	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 41.45	Actual cost of duplication		
Photo CD's	$ 3.00 per CD	Charged By: Police Collected By: Police	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 3.10	See City Manager Schedule Page 2 PRA- no labor fee		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Public Dance Investigation Fee Subleased to another entity.	$ 170.00 per event	**Charged By:** Police **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:** **Other (specify):** Municipal Code Section 22-42	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 178.45	(Regulatory Fee)	$ 178.45	5.0%
Concealed Weapon Permit Investigation	$ 217.50	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 215.00	Does not include mandated FBI/DOJ Live Scan fees	$ 215.00	-1.1%
Alarm Permit	$ 24.50	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** 1748 **O.Date:** 02/15/00	**Objective:** Penalty **Prop 26 Exception:** 3 **Full Cost:** $ 24.00	(Regulatory Fee)	$ 24.00	-2.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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False Alarm Calls Third false alarm Fourth false alarm ($25 penalty) Fifth & subsequent false alarms ($50 penalty)	$ 64.00 $ 90.00 $ 115.00	Charged By: Police Collected By: Finance	Date: 06/12/12 O. No.: 1735 O.Date: 06/01/99	Objective: Recover Cost Penalty Prop 26 Exception: 1,2,5 Full Cost: $ 79.00	(Regulatory Fee)	$ 79.00	23.4%
False Alarm Calls Dispatch for a Holdup Alarm	$ 43.50 In addition to false alarm fees	Charged By: Police Collected By: Finance	Date: 06/12/12 O. No.: 1735 O.Date: 06/01/99	Objective: Recover Cost Penalty Prop 26 Exception: 1,2,5 Full Cost: $ 79.00	(Regulatory Fee)	$ 79.00	81.6%
Residential Parking Permit	$ 19.25	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: O.Date: R. No.: 11-7815 R.Date: 01/11/11	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 20.00	(Regulatory Fee)	$ 20.00	3.9%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Release of Stored Vehicles	$ 53.50	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 52.00	(Regulatory Fee)	$ 52.00	-2.8%
Driving Under the Influence Emergency Response	Per current salary schedule plus benefits and overhead of 97.58%	Charged By: Police Collected By: Finance	Date: 06/15/99 Government Code Sections 53150 and 53154	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: As calculated			
Repo Fee (Repossessed Vehicles)	$ 17.25	Charged By: Police Collected By: Police	Date: 06/11/13 Government Code Section: 41612	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 17.39	Mandated by State Law	$ 15.00	-13.0%
Crime Analysis Reports	$ 0.20 per page	Charged By: Police Collected By: Police	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: $ 0.19	See City Manager Schedule Page 2 - Copy Machine Usage		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Massage Therapist Applicant Fee	$ 213.50	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 331.00	Does not include mandated DOJ/FBI Live Scan fees (Regulatory Fee)	$ 320.00	49.9%
Massage Therapist/Owner Cert Fee	$	Charged By: Police Collected By: Police	Date: O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 54.00		$ 8.00	New
Massage Therapist Applicant (Renewal) Renewal Fee	$ 46.25	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 165.00	(Regulatory Fee)	$ 69.00	49.2%
Massage Owner Fee	$ 320.50	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 599.00	Does not include mandated DOJ/FBI Live Scan fees (Regulatory Fee)	$ 481.00	50.1%

Reference: CMD 109

Form: FEEFORM Revised: May 2011

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Massage Owner Fee (Renewal) Permit Renewal Fee	$ 205.50	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 369.00	(Regulatory Fee)	$ 308.00	49.9%
Closing Out Sale	$ 106.50	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: 1719 O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 115.00	(Regulatory Fee)	$ 115.00	8.0%
Solicitor/Peddler Background Investigation	$ 167.00	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: 1718 O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 176.00	Does not include mandated DOJ/FBI Live Scan fees (Regulatory Fee)	$ 176.00	5.4%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Solicitor/Peddler Renewal	$	Charged By: Police Collected By: Police	Date: O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 47.00		$ 47.00	New
Motor Funeral Escort - Initial	$	Charged By: Police Collected By: Police	Date: O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 176.00		$ 176.00	New
Motor Funeral Escort - Renewal	$	Charged By: Police Collected By: Police	Date: O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 47.00		$ 47.00	New

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Private Security - Initial	$	Charged By: Police Collected By: Police	Date: O. No.: . O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 176.00		$ 176.00	New
Private Security - Renewal	$	Charged By: Police Collected By: Police	Date: O. No.: . O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 47.00		$ 47.00	New
Pedi-Cab - Initial	$	Charged By: Police Collected By: Police	Date: O. No.: . O.Date:	Objective: Recover Cost Prop 26 Exception: Full Cost: $ 176.00		$ 176.00	New

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Pedi-Cab - Renewal	$	Charged By: Police Collected By: Police	Date: O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: Full Cost: $ 47.00		$ 47.00	New
VIN Verification Fee	$	Charged By: Police Collected By: Police	Date: O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: Full Cost: $ 27.00		$ 27.00	New
Pawn/Secondhand Dealer	$ 159.50	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: 1723 O.Date:	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 177.00	Does not include mandated DOJ/FBI Live Scan fees (Regulatory Fee)	$ 177.00	11.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Pawn/Secondhand Dealer (Renewal) Renewal Fee	$ 75.00	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O.No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 83.00	(Regulatory Fee)	$ 83.00	10.7%
Bingo Organization	$ 993.00	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** 1729 **O.Date:** 03/16/99	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 1,102.00	Does not include mandated DOJ/FBI Live Scan fees (Regulatory Fee)	$ 1,102.00	11.0%
Public Entertainment General Background Investigation (Includes one rolling fee)	$ 309.00	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** 1748 **O.Date:** 02/15/00	**Objective:** Recover Cost **Prop 26 Exception:** 3 **Full Cost:** $ 311.00	Does not include mandated DOJ/FBI Live Scan fees (Regulatory Fee)	$ 311.00	0.6%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Public Entertainment General Rolling Fee (for additional employees)	$ 38.50	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: 1748 O.Date: 02/15/00	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: $ 40.68	Does not include mandated DOJ/FBI Live Scan fees	$ 40.00	3.9%
Public Entertainment General Fines for Violation (Infraction): 1st Offense	$ 115.50	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: 1748 O.Date: 02/15/00	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 121.18		$ 121.00	4.8%
Public Entertainment General Fines for Violation (Infraction): 2nd Offense	$ 231.00	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: 1748 O.Date: 02/15/00	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 242.36		$ 242.00	4.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Public Entertainment General Fines for Violation (Infraction): Subsequent Offenses	$ 578.25	Charged By: Police Collected By: Police	Date: 06/11/13 O. No.: 1748 O.Date: 02/15/00	Objective: Penalty Prop 26 Exception: 5 Full Cost: $ 605.93		$ 605.00	4.6%
CD for legal purposes	$ 3.00 per CD	Charged By: Police Collected By: Police	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 2.96	See City Manager Schedule Page 2 (CD)		
Cassette Tape for Tape Duplication	$ 23.00 per tape	Charged By: Police Collected By: Police	Date: 06/10/08 Res. # 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 24.52	See City Manager Schedule Page 2 (tape)		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Clearance Letter	$ 10.00	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 10.14			
Citation Sign Off Non-Santa Clara Citations Only	$ 12.00	**Charged By:** Police **Collected By:** Police	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 13.00		$ 13.00	8.3%

EFFECTIVE 12/27/09

CITY OF SANTA CLARA - PAY RATE SCHEDULE

REVISED: 12/22/2009

SCHEDULE B 2.97%

PUBLIC SAFETY

POLICE - UNIT 2

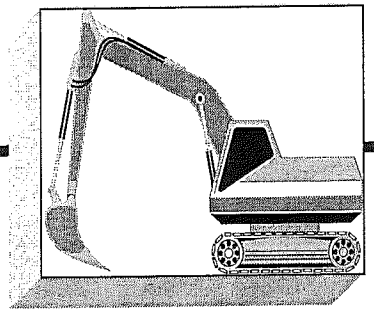
	1			2			3			4			5			6			7			
RANGE	MONTH	HOURLY	BI-WEEKLY	MONTH	HOURLY	BI-WEEKLY	MONTH	HOURLY	BI-WEEKLY	MONTH	HOURLY	BI-WEEKLY	MONTH	HOURLY	BI-WEEKLY	MONTH	HOURLY	BI-WEEKLY	MONTH	HOURLY	BI-WEEKLY	RANGE
31	8467	48.848	3907.84	8886	51.265	4101.20	9333	53.844	4307.52	9800	56.538	4523.04	10288	59.354	4748.32	10547	60.848	4867.84	10804	62.331	4986.48	31
32	8676	50.054	4004.32	9110	52.558	4204.64	9564	55.177	4414.16	10043	57.940	4635.20	10547	60.848	4867.84	10804	62.331	4986.48	11074	63.888	5111.04	32
33	8886	51.265	4101.20	9333	53.844	4307.52	9800	56.538	4523.04	10288	59.354	4748.32	10804	62.331	4986.48	11074	63.888	5111.04	11344	65.446	5235.68	33
34	9110	52.558	4204.64	9564	55.177	4414.16	10043	57.940	4635.20	10547	60.848	4867.84	11074	63.888	5111.04	11344	65.446	5235.68	11627	67.079	5366.32	34
35	9333	53.844	4307.52	9800	56.538	4523.04	10288	59.354	4748.32	10804	62.331	4986.48	11344	65.446	5235.68	11627	67.079	5366.32	11913	68.729	5498.32	35
36	9564	55.177	4414.16	10043	57.940	4635.20	10547	60.848	4867.84	11074	63.888	5111.04	11627	67.079	5366.32	11913	68.729	5498.32	12207	70.425	5634.00	36
37	9800	56.538	4523.04	10288	59.354	4748.32	10804	62.331	4986.48	11344	65.446	5235.68	11913	68.729	5498.32	12207	70.425	5634.00	12505	72.144	5771.52	37
38	10043	57.940	4635.20	10547	60.848	4867.84	11074	63.888	5111.04	11627	67.079	5366.32	12207	70.425	5634.00	12505	72.144	5771.52	12817	73.944	5915.52	38
39	10288	59.354	4748.32	10804	62.331	4986.48	11344	65.446	5235.68	11913	68.729	5498.32	12505	72.144	5771.52	12817	73.944	5915.52	13131	75.756	6060.48	39
40	10547	60.848	4867.84	11074	63.888	5111.04	11627	67.079	5366.32	12207	70.425	5634.00	12817	73.944	5915.52	13131	75.756	6060.48	13459	77.648	6211.84	40
41	10804	62.331	4986.48	11344	65.446	5235.68	11913	68.729	5498.32	12505	72.144	5771.52	13131	75.756	6060.48	13459	77.648	6211.84	13784	79.523	6361.84	41
42	11074	63.888	5111.04	11627	67.079	5366.32	12207	70.425	5634.00	12817	73.944	5915.52	13459	77.648	6211.84	13784	79.523	6361.84	14131	81.525	6522.00	42
43	11344	65.446	5235.68	11913	68.729	5498.32	12505	72.144	5771.52	13131	75.756	6060.48	13784	79.523	6361.84	14131	81.525	6522.00	14478	83.527	6682.16	43
44	11627	67.079	5366.32	12207	70.425	5634.00	12817	73.944	5915.52	13459	77.648	6211.84	14131	81.525	6522.00	14478	83.527	6682.16	14839	85.610	6848.80	44
45	11913	68.729	5498.32	12505	72.144	5771.52	13131	75.756	6060.48	13784	79.523	6361.84	14478	83.527	6682.16	14839	85.610	6848.80	15202	87.704	7016.32	45

HOLIDAY PAY

RANGE	MONTH	HOURLY	BI-WEEKLY	BI-WEEKLY AMT. 13.0 DAYS 5.000%
31	8467	48.848	3907.84	195.39
32	8676	50.054	4004.32	200.22
33	8886	51.265	4101.20	205.06
34	9110	52.558	4204.64	210.23
35	9333	53.844	4307.52	215.38
36	9564	55.177	4414.16	220.71
37	9800	56.538	4523.04	226.15
38	10043	57.940	4635.20	231.76
39	10288	59.354	4748.32	237.42
40	10547	60.848	4867.84	243.39
41	10804	62.331	4986.48	249.32
42	11074	63.888	5111.04	255.55
43	11344	65.446	5235.68	261.78
44	11627	67.079	5366.32	268.32
45	11913	68.729	5498.32	274.92
46	12207	70.425	5634.00	281.70
47	12505	72.144	5771.52	288.58
48	12817	73.944	5915.52	295.78
49	13131	75.756	6060.48	303.02
50	13459	77.648	6211.84	310.59
51	13784	79.523	6361.84	318.09
52	14131	81.525	6522.00	326.10
53	14478	83.527	6682.16	334.11
54	14839	85.610	6848.80	342.44
55	15202	87.704	7016.32	350.82

Prepared by Finance - Accounting Services

Municipal Fee Schedule



Street

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
STREET / STORM DRAIN DIVISION

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE / PROP 26 EXCEPTION (SEE READER'S GUIDE) / FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
1. Active construction site inspections of projects over one (1) acre in size and high priority sites during wet season (Oct. - (Apr.) as required by Provision C.6 of MRP	$ 128.75	Charged By: Storm Drain Collected By: Storm Drain & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 157.59	MRP requires inspection of sites once a month during wet season. 7 inspections per year required if permit is open during wet season, plus reinspections as needed.	$ 157.59	22.4%
2. Industrial/commercial facility stormwater inspections as required by Provision C.4 of MRP	$ 176.25	Charged By Storm Drain Collected By Storm Drain & Finance	Date 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 221.45	Inspection frequency varies from once per year and once every five years, depending on business SIC code. Reinspections conducted as necessary.	$ 220.31	25.0%
3. Operation & maintenance inspection of stormwater treatment systems installed on projects as required by Provision C.3 of MRP	$ 128.75	Charged By Storm Drain Collected By: Storm Drain & Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 157.59	Operation & maintenance inspections required on annual basis to ensure the stormwater treatment systems are properly maintained.	$ 157.59	22.4%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
STREET / STREET MAINTENANCE DIVISION

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Pavement Restoration Charge Up to 3" Thick Asphalt 1. First 40 sq. ft. 2. Each additional sq. ft.	$ 364.72 up to 40 sq. ft. $ 9.12 per sq. ft.	**Charged By:** Street Maintenance **Collected By:** Engineering & Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 382.08	Fee is applicable to trench repairs for City utilities street opening permits	$ 382.08 up to 40 sf $ 9.56 per sf	4.8% 4.8%
Pavement Restoration Charge Over 3" Thick Asphalt 1. First 10 cu. ft. 2. Each additional cu. ft.	$ 411.06 up to 10 cu. ft. $ 41.11 per cu. ft.	**Charged By** Street Maintenance **Collected By** Engineering & Finance	**Date** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 430.63	Fee is applicable to trench repairs for City utilities street opening permits	$ 430.63 up to 10 cf $ 43.07 per cf	4.8% 4.8%
Concrete Removal/Replace Charge - Curb/Gutter	$ 68.13 per l.f.	**Charged By** Street Maintenance **Collected By:** Water/Sewer	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 71.36	Fee is applicable to trench repairs for City utilities street opening permits	$ 71.36 per lf	4.7%
Concrete Removal/Replace Charge - Sidewalk	$ 24.13 per sq. ft.	**Charged By:** Street Maintenance **Collected By:** Water/Sewer	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 31.83	Fee is applicable to trench repairs for City utilities street opening permits	$ 30.16 per sf	25.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
STREET / PARKWAYS & BOULEVARDS

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Street tree removal	$ 126.44 per hour	**Charged By:** Parkways & Boulevards **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 132.46		$ 132.46	4.8%
Street tree stump removal	$ 126.44 per hour	**Charged By:** Parkways & Boulevards **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 132.46		$ 132.46	4.8%
Street tree planting Illegal removal	$ 194.42 per tree	**Charged By:** Parkways & Boulevards **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $203.67	Includes tractor, auger, fertilizer, compost & stakes and 15 gallon tree.	$ 203.67	4.8%
Street tree planting Property development	$ 194.42 per tree	**Charged By:** Engineering **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: $203.67	Includes tractor, auger, fertilizer, compost & stakes and 15 gallon tree.	$ 203.67	4.8%

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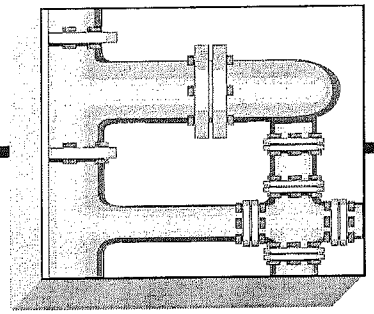

Municipal Fee Schedule

Water and Sewer Utilities

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / WATER

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
5/8" x 3/4" water service	$ 9,505.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 9,957.00	Includes cost of street repair and excavation spoil disposal costs. Where not applicable, deduct: $1,155 for street repair; $625 for spoil disposal. Note: The cost of meters and backflows not included.	$ 9,950.00	4.7%
1" water service	$ 9,505.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 9,957.00	Includes cost of street repair and excavation spoil disposal costs. Where not applicable, deduct: $1,155 for street repair; $625 for spoil disposal. Note: The cost of meters and backflows not included.	$ 9,950.00	4.7%
1-1/2" water service	$ 11,450.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 11,995.00	Includes cost of street repair and excavation spoil disposal costs. Where not applicable, deduct: $1,290 for street repair; $625 for spoil disposal. Note: The cost of meters and backflows not included.	$ 11,995.00	4.8%
2" water service	$ 11,450.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 11,995.00	Includes cost of street repair and excavation spoil disposal costs. Where not applicable, deduct: $1,290 for street repair; $625 for spoil disposal. Note: The cost of meters and backflows not included.	$ 11,995.00	4.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / WATER

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
3" water service	$ 20,900.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 23,691.00	Includes cost of street repair and excavation spoil disposal costs. Where not applicable, deduct: $1,430 for street repair; $625 for spoil disposal. Note: The cost of meters and backflows not included.	$ 23,690.00	13.3%
4" water service	$ 22,355.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 23,419.00	Includes cost of street repair and excavation spoil disposal costs. Where not applicable, deduct: $1,430 for street repair; $625 for spoil disposal. Note: The cost of meters and backflows not included.	$ 23,400.00	4.7%
6" water service	$ 22,085.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 23,136.00	Includes cost of street repair and excavation spoil disposal costs. Where not applicable, deduct: $1,430 for street repair; $625 spoil disposal. Note: The cost of meters and backflows not included.	$ 23,125.00	4.7%
8" water service	$ 23,200.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 24,304.00	Includes cost of street repair and excavation spoil disposal costs. Where not applicable, deduct: $1,430 for street repair; $625 spoil disposal. Note: The cost of meters and backflows not included.	$ 24,300.00	4.7%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / WATER

RESOLUTION NUMBER:

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10" water service	$ Estimated	**Charged By:** Water **Collected By:** Engineering	**Date:** 06/09/09 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ Estimated	Cost of water service to be determined at time of service request.		
Water distribution main (front footage fee)	$ 75.00 per lineal foot	**Charged By:** Water **Collected By:** Engineering	**Date:** 06/15/10 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 78.00	Where frontage exists on only one side of the street, fee is $144 per front foot. For on-site main extensions, fee is $144 per lineal foot. Fee includes spoil disposal.	$ 78.00	4.0%
5/8" x 3/4" water meter	$ 630.00	**Charged By:** Water **Collected By:** Engineering	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 659.00	Includes cost of RP backflow prevention device. Where not applicable, deduct $250.	$ 650.00	3.2%
1" water meter	$ 620.00	**Charged By:** Water **Collected By:** Engineering	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 659.00	Includes cost of RP backflow prevention device. Where not applicable, deduct $250.	$ 650.00	4.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / WATER

RESOLUTION NUMBER:

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1-1/2" water meter	$ 2,280.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 2,388.00	Includes cost of RP backflow prevention device. Where not applicable, deduct $700.	$ 2,380.00	4.4%
2" water meter	$ 2,440.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 2,556.00	Includes cost of RP backflow prevention device. Where not applicable, deduct $700.	$ 2,550.00	4.5%
3" water meter	$ 4,310.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 4,898.00	Includes cost of RP backflow prevention device. Where not applicable, deduct $1,965	$ 4,890.00	13.5%
4" water meter	$ 5,845.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 6,123.00	Includes cost of RP backflow prevention device. Where not applicable, deduct $1,725.	$ 6,120.00	4.7%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / WATER

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6" water meter	$ 9,620.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 10,072.00	Includes cost of RP backflow prevention device. Where not applicable, deduct $2,790.	$ 10,070.00	4.7%
8" water meter	$ 17,270.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 18,711.00	Includes cost of RP backflow prevention device. Where not applicable, deduct $5,470.	$ 18,700.00	8.3%
10" water meter	$ Estimated	Charged By: Water Collected By: Engineering	Date: 06/09/09 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ Estimated	Cost of meter and backflow prevention device to be determined at time of service request.		
Special fire hydrant	$ 16,155.00	Charged By: Water Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 16,924.00	For hydrant requested by property owner/developer, not required by the City.	$ 16,920.00	4.7%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / WATER

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2" fire service	$ 11,165.00	**Charged By:** Water **Collected By:** Engineering	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 11,696.00	Includes cost of DCDA, street repair, and excavation spoil disposal costs. Where not applicable, deduct: $1,290 for street repair; $625 for spoil disposal.	$ 11,690.00	4.7%
4" fire service	$ 19,400.00	**Charged By:** Water **Collected By:** Engineering	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 20,344.00	Includes cost of DCDA, street repair, and excavation spoil disposal costs. Where not applicable, deduct: $1,430 for street repair; $625 for spoil disposal. Add $615 for RPDA.	$ 20,340.00	4.8%
6" fire service	$ 20,205.00	**Charged By:** Water **Collected By:** Water	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 21,167.00	Includes cost of DCDA, street repair, and excavation spoil disposal costs. Where not applicable, deduct: $1,430 for street repair; $625 for spoil disposal. Add $660 for RPDA.	$ 21,160.00	4.7%
8" fire service	$ 23,880.00	**Charged By:** Water **Collected By:** Engineering	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 25,017.00	Includes cost of DCDA, street repair, and excavation spoil disposal costs. Where not applicable, deduct: $1,430 for street repair; $625 for spoil disposal. Add $1,215 for RPDA.	$ 25,010.00	4.7%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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WATER & SEWER UTILITIES / WATER

RESOLUTION NUMBER:

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10" fire service	$ 25,650.00	**Charged By:** Water **Collected By:** Engineering	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 26,871.00	Includes cost of DCDA, street repair, and excavation spoil disposal costs. Where not applicable, deduct: $1,430 for street repair; $625 for spoil disposal. Add $1,130 for RPDA.	$ 26,870.00	4.8%
Fire Hydrant Flow Test	$ 325.00	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 2 **Full Cost:** $ 340.00		$ 340.00	4.6%
Portable hydrant meter and Deposit	$ 1,307.00	**Charged By:** Water **Collected By:** Finance	**Date:** 06/12/12 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,6 **Full Cost:** $ 1,369.00	Deposit to insure return of meter, or cover replacement if lost or damaged. $100 of the deposit is non-refundable. Add $417 if backflow device is required.	$ 1,365.00	4.4%
Temporary water service	$ Estimated	**Charged By:** Water **Collected By:** Finance	**Date:** 06/09/09 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ Estimated	Estimated cost includes installation and removal of meter and service plus an amount equal to water use charges for one year.		

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / WATER

RESOLUTION NUMBER:

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Water meter test	$ 130.00	**Charged By:** Water **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,6 **Full Cost:** $ 476.00	Non-routine testing of water meter when customer questions meter accuracy. Refundable if meter falls outside accepted range.	$ 160.00	23.1%
Engineering & Inspection	$ Estimated	**Charged By:** Water **Collected By:** Engineering	**Date:** 06/09/09 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ As noted	Developers shall be required to pay for engineering and inspection services rendered by the Water Utility for developer-installed public water improvements on a time and materials basis.		
Water Supply Assessment Preparation	$ 3,960.00	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 7,612.00	Developers shall be required to pay for water supply assessment preparation services rendered by the Water Utility.	$ 4,950.00	25.0%
Water reconnection fee - normal reconnection	$ 108.00 per account	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost Penalty **Prop 26 Exception:** 1,2 **Full Cost:** $ 272.00		$ 135.00 per account	25.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / WATER

RESOLUTION NUMBER:

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Water replacement/ reconnection fee due to meter tampering/illegal access.	$ 685.00 per account Fee to fix meter plus two (2) times the estimated cost of services used	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost Penalty **Prop 26 Exception:** 1,2,5 **Full Cost:** $ 718.00		$ 715.00 per account Fee to fix meter plus two (2) times the estimated cost of services used	4.4%
Small water service (2" and smaller) abandonment	$ 4,995.00	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 5,233.00	Includes cost of street repair and excavation spoil disposal costs.	$ 5,230.00	4.7%
Large water service (3" and larger) abandonment	$ 10,745.00	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 11,980.00	Includes cost of street repair and excavation spoil disposal costs. Where not applicable, deduct: $400 for street repair; $370 for spoil disposal.	$ 11,980.00	11.5%
Small water service (2" and smaller) relocation	$ 7,175.00	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2 **Full Cost:** $ 7,516.00	For service relocation of no more than 4 feet from the existing location.	$ 7,515.00	4.7%
Hot tap (3/4" to 2")	$ 845.00	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 886.00	For hot tapping City's water main. Developer to provide all required tapping materials.	$ 885.00	4.7%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / WATER

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APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV --------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Hot tap (3" and larger)	$ 1,530.00	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 1,603.00	For hot tapping City's water main. Developer to provide all required tapping materials.	$ 1,600.00	4.6%
Encroachment Permit Plan Review - no water services	$ 580.00	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 2,3 **Full Cost:** $ 607.00	For reviewing Encroachment Permit plans that have no water services. for conflicts with existing water infrastructure.	$ 605.00	4.3%
Field Marking - Water	$ 100.00	**Charged By:** Water **Collected By:** Municipal Services	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 2 **Full Cost:** $ 104.00		$ 104.00	4.0%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / SEWER

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Sewer lateral cleanout 4 inch lateral	$ 625.00	Charged By: Sewer Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 4,588.00	When no cleanout exists, it is necessary that one be installed in order for City to maintain its part of the sewer lateral.	$ 775.00	24.0%
Sewer Lateral Cleanout 6 inch lateral or larger	$ 2,810.00	Charged By: Collected By:	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 4,641.00	When no cleanout exists, it is necessary that one be installed in order for City to maintain its part of the sewer lateral.	$ 3,500.00	24.6%
Cleanout box only	$ 81.00	Charged By: Sewer Collected By: Finance	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: $ 292.00		$ 100.00	23.5%
4" sewer lateral installation	$ 16,225.00	Charged By: Sewer Collected By: Engineering	Date: 06/11/13 O. No.: O.Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: $ 22,324.00	Includes street repair and excavation soil disposal costs. Where not applicable, deduct: $530 for street repair; $720 for soil disposal.	$ 20,250.00	24.8%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES / SEWER

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV -------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
6" sewer lateral installation	$ 16,555.00	**Charged By:** Sewer **Collected By:** Engineering	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 22,324.00	Includes street repair and excavation soil disposal costs. Where not applicable, deduct: $530 for street repair; $720 for soil disposal.	$ 20,700.00	25.0%
8" sewer lateral installation	$ 16,865.00	**Charged By:** Sewer **Collected By:** Engineering	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 6 **Full Cost:** $ 22,142.00	Includes street repair and excavation soil disposal costs. Where not applicable, deduct: $530 for street repair; $720 for soil disposal.	$ 21,000.00	24.5%
Sewer lateral video inspection	$ 1,030.00	**Charged By:** Sewer **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,6 **Full Cost:** $ 1,351.00	Video inspection of existing lateral to determine that its replacement is not required as a condition of redevelopment.	$ 1,250.00	21.4%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES /SOLAR

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV --------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Solar pool heating system Installation Fee	$ 2,500.00 plus 115.00 per panel	**Charged By:** Water/Solar **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 2,918.00	Costs are recovered through the combination of installation fees and monthly service charges, and recoverable system components.	$ 2,900.00 plus $ 115.00 per panel	16.0%
Solar domestic hot water system installation fee Single-family fee	$ Estimated	**Charged By:** Water/Solar **Collected By:** Finance	**Date:** 06/09/09 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ Estimated	Costs are recovered through the combination of installation fees and monthly service charges, and recoverable system components.		N/A
Solar domestic hot water system installation fee Multi-family fee	$ Estimated	**Charged By:** Water/Solar **Collected By:** Finance	**Date:** 03/14/85 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ Estimated	Installation fees based on cost of labor and permanently-installed materials. Example for system to serve 10 dwelling units. Remaining costs recovered by monthly service charges.		N/A
Solar domestic hot water system panel removal and replacement fee	$ 190.00 per panel	**Charged By:** Water/Solar **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 430.00	Costs are recovered through the combination of installation fees and monthly service charges, and recoverable system components.	$ 235.00 per panel	23.7%

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
WATER & SEWER UTILITIES /SOLAR

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV --------- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2014-15	Percent Change
Solar pool heating system system panel removal and replacement fee	$ 115.00 per panel	**Charged By:** Water/Solar **Collected By:** Finance	**Date:** 06/11/13 **O. No.:** **O.Date:**	**Objective:** Recover Cost **Prop 26 Exception:** N/A **Full Cost:** $ 277.00	Costs are recovered through the combination of installation fees and monthly service charges, and recoverable system components.	$ 143.00 per panel	24.3%

Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12A

Date: April 22, 2014

To: City Manager for Council Action

From: Sheila Tucker, Assistant City Manager

Subject: Santa Clara Convention Center Corporate Partnership Program

EXECUTIVE SUMMARY:

The Santa Clara Convention Center is an economic engine for the City of Santa Clara generating revenue via hotel bookings, occupancy taxes, and sales tax revenue through attendee retail purchases. The Center currently hosts over 500 events per year with over 345,000 attendees. The Convention Center was built in 1985 and is in need of some major upgrades in order to continue to be an attractive and competitive event destination. In addition, with the opening of Levi's Stadium just down the street, it is important the Convention Center have attractive curb appeal, as it will be the gateway to the stadium experience for thousands of stadium attendees and a reflection of the City of Santa Clara.

The Santa Clara Convention Center Corporate Partnership Program was developed to raise capital to fund renovations to the Convention Center. The Program consists of a number of elements relating to Center operations and display space that companies will be invited to sponsor. The Program elements were carefully selected so as to not affect the normal operating performance of the Center or to adversely impact any of the Center's clients. Some of the sponsorship elements will reduce operating expenses, while other Program elements will generate revenue.

An important element of this Program is a much-needed upgrade to the existing outdoor sign at the corner of Tasman and Great America Parkway (See Exhibit A). Designs for a new outdoor sign are currently in review with the City's Planning Department. The Partnership Program will fund the cost of an upgraded outdoor corner sign. There will be no cost to the City or to the Convention Center.

The Program was proposed, and has been developed, with experience and knowledge gained over the last several years, by Spot Focus our provider and operator of display media technology inside and outside the Center. Spot Focus, working in conjunction with the Santa Clara Chamber of Commerce & Convention-Visitor's Bureau, has partnered with Bartram Sponsorship Strategies, a company with specific experience in facility sponsorship programs to assist in implementing the Program. Bartram Sponsorship Strategies has been responsible for or consulted on many sponsorship programs including at AT&T Park in San Francisco, America's Cup, the Golden Gate Bridge Anniversary and recently with the 49ers leading the development of the sponsorship program for Super Bowl L.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the Program and an upgraded outdoor sign will amplify the cutting edge hi-tech ambiance of the Convention Center, reflecting positively on the City. It will also enhance the performance of the

Center by revitalizing failing display assets which will be attractive to future clientele. It will raise much needed capital to fund Convention Center improvement projects. It will elevate the profile of both the Center and the City, just in time to match the increased exposure expected from the new stadium and its effects.

ECONOMIC/FISCAL IMPACT:

The program and upgraded sign will be provided at no cost to the Center or City. The revenue expected to accrue to the Center from both the program and upgraded sign is estimated at $200,000-$500,000 per year.

The Program revenue will increase over time once the sponsorship elements are fully developed and deployed. The intent of the Sponsorship Program is to secure corporate sponsorships for up to ten years. This will allow the Center to leverage the stability of annual revenues to continuously improve the Center's position in the exhibit industry.

RECOMMENDATION:

Approve in concept the Santa Clara Convention Center Corporate Partnership Program and the upgrade of the outdoor sign.

Sheila A. Tucker

Sheila A. Tucker
Assistant City Manager

APPROVED:

Sheila A. Tucker

for Julio J. Fuentes
City Manager

EXHIBIT A

The Santa Clara Convention Center Corporate Partnership Program

Convention Center Outdoor Sign Upgrade

Meeting Date: 4/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12B

Santa Clara All-America City 2001

Date: April 14, 2014

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Approval of Appropriations and Estimated Grant Revenue from Surface Transportation Program (STP) Funds in a new CIP Project, Santa Clara Various Streets and Roads Preservation Project

EXECUTIVE SUMMARY:

The City of Santa Clara has received notification of its grant award of $1,891,000 from Surface Transportation Program (STP) Funds. A Capital Improvement Project (CIP) account is needed for the project to receive the grant revenue and to allow for the expenditures.

The Santa Clara Various Streets and Roads Preservation Project (CE 13-14-04) proposes to rehabilitate the roadway surface on sections of Benton Street (between Kiely Boulevard and Blackfield Drive), Los Padres Boulevard (between El Camino Real and Benton Street), and Lincoln Street (between El Camino Real and Homestead Road) with these grant funds.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Appropriation of the funds will allow the City to receive the grant revenues and to allow for project expenditures.

ECONOMIC/FISCAL IMPACT:

Staff is requesting appropriation of $1,891,000 for the Santa Clara Various Streets and Roads Preservation Project (533-4443-80300-1371-(G)STP14). Funding for this project is available from the Surface Transportation Program (STP). STP grant requires a minimum 11.47% local match for each project; however, the City will provide a total of $249,000 of local matching funds, which is slightly higher than the required local match. Appropriation for the required City match is available in the Annual Street Maintenance Rehabilitation Project (522-4443-80300-1468). With the grant funding of $1,891,000 and City match in the amount of $249,000, total funding for the project will be $2,140,000. There will be no additional operation and maintenance cost impacts to the General Fund.

RECOMMENDATION:

That the Council:

1. Approve appropriations in new project Santa Clara Various Streets and Roads Preservation Project (533-4443-80300-1371-(G)STP14) and estimated revenue from the Surface Transportation Program (STP) Funds (533-4443-55580-1371-(G)STP14) in the amount of $1,891,000; and,

2. Approve transfer and appropriations of $249,000 from 522-4443-80300-1468 to the Project, entitled Santa Clara Various Streets and Roads Presentation Project (533-4443-80300-1371-[G]STP14).

Rajeev Batra
Director of Public Works / City Engineer

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Budget Form:
533-4443-80300-1371-[G]STP14

Certified as to Availability of Funds:
522-4443-80300-1468 $249,000

Gary Ameling
Director of Finance

FIVE COUNCIL VOTES

Documents Related to this Report: None

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Meeting Date: 04/22/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12c

Santa Clara All-America City 2001

Date: March 31, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Approval of an Agreement for Services with Neighborhood Housing Services Silicon Valley, Inc. for Administrative Services for the Below Market Purchase Program

EXECUTIVE SUMMARY:

A consultant services agreement with Neighborhood Housing Services Silicon Valley (NHSSV) to administer the continued monitoring requirements and the re-sale restrictions of existing units in the City's Below Market Purchase (BMP) Program has been prepared for Council consideration. This agreement covers past and future work over the period from July 2013 through June 2014 and addresses an inadvertent lapse in a contract following the City's standard practice of 3-year housing services contracts administered under the Capital Improvement Program budget.

NHSSV is a local affiliate of the national NeighborWorks Neighborhood reinvestment corporation that was authorized by Congress in 1978 as part of the Neighborhood Reinvestment Corporation Act. NHSSV has been in business locally since 1995, and currently provides non-profit services to the affordable ownership programs in the cities of San Jose, Sunnyvale, Cupertino, Union City and Los Altos.

General administrative services to be performed under the Services Agreement will include, but not limited to, monitoring the City's existing BMP inventory, annual re-certification of the BMP owners and units, managing of a BMP interest list, managing an electronic BMP database, program marketing and day-to-day coordination of the BMP Program such as responding to public inquiries. NHSSV will also broker each BMP sales transaction. The units in the BMP program inventory are those that were developed as a result of the City's inclusionary policy. The City's inclusionary policy requires that developments with 10 or more for-sale units provide 10 percent of its units as affordable to moderate income households. The City does not currently provide any funding to the developer for creating the affordable units, nor does it currently provide funding to the BMP homebuyer. A copy of the agreement is available in Council offices for review.

City staff will investigate the availability of other service providers that perform BMP administrative services in the area prior to entering into a new multi-year agreement beginning on July 1, 2014.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

This Agreement will be retroactive to July 1, 2013 and continue to June 30, 2014. The contractor's activities are necessary to the performance objectives of the BMP Program. Without the services

performed by NHSSV, the City would not be able to perform on its Affordable Housing Agreements with private housing developers for provision of inclusionary housing.

ECONOMIC/FISCAL IMPACT:

This is a one-year service agreement for Fiscal Year 2013/14. The agreement provides $60,000 for program administration from the City's Affordable Housing Fund (565-5544-80400-5210). In addition, the Agreement provides a BMP unit sales transaction fee of $10,000 per unit for both re-sales and new units. The $160,000 cost of the agreement will need to be appropriated and transferred from the Unallocated City Affordable Housing Fund (565-5544-80032-5200) to the City Affordable Housing Fund, City Housing Administration (565-5544-80400-5210)

It is estimated that NHSSV will handle approximately 10 transactions per fiscal year. The anticipated cost for program administration and the per unit sales transaction fee is estimated at $160,000 per fiscal year.

RECOMMENDATION:

That the Council:

1) approve and authorize an appropriation and transfer of funds in the amount of $160,000 from the Unallocated City Affordable Housing Fund (565-5544-80032-5200) to the City Affordable Housing Fund, City Housing Administration (565-5544-80400-5210); and

2) approve (Retroactive) and authorize the City Manager, or his designee, to execute the Agreement for the Performance of Services with Neighborhood Housing Services Silicon Valley, Inc. in an amount not to exceed $160,000, and all related documents for provision of administrative services for the Below Market Purchase Program

Kevin L. Riley
Director of Planning and Inspection

Certified as to Availability of Funds: OK J.H.
565-5544-80032-5200 $ 160,000.00

Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

FIVE COUNCIL VOTES

Documents Related to this Report:
1) Service Agreement with Neighborhood Housing Services Silicon Valley
F:\BMP Program\NHSSV Agreement\2014 Agreement\Agda Rpt NHSSV Service Agmt.doc

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NEIGHBORHOOD HOUSING SERVICES SILICON VALLEY, INC.

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this 1st day of July, 2013, ("Effective Date") by and between Neighborhood Housing Services Silicon Valley, Inc., an independent 501(c)(3) nonprofit California corporation, with its principal place of business located at 31 N. 2nd Street, Suite 300, San Jose, CA 95113 ("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, 2014.

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 "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

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

City of Santa Clara
Attention: Housing and Community Services Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 248-3381

And to Contractor addressed as follows:
Name: Neighborhood Housing Services Silicon Valley, Inc.
Address: 31 N. 2nd Street, Suite 300
San Jose, CA 95113
or by facsimile at (408) 228-3750

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

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

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day

(eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

NEIGHBORHOOD HOUSING SERVICES SILICON VALLEY, INC.
an independent 501(c)(3) nonprofit California corporation

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

Name: Matthew Huerta

Title: Executive Director

Local Address: 31 N. 2nd Street, Suite 300
San Jose, CA 95113

Email Address: mhuerta@nhssv.org

Telephone: (408) 279-2600

Fax: (408) 228-3750

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NEIGHBORHOOD HOUSING SERVICES SILICON VALLEY, INC.

EXHIBIT A

SCOPE OF SERVICES

Neighborhood Housing Services Silicon Valley ("Contractor") will undertake responsibilities for administering the Santa Clara Below Market Priced Program (BMP Program) in accordance with all City and the applicable federal and State regulations, described herein shall conform to provisions of the current *BMP Program Policies and Procedures Manual*, adopted by the City of Santa Clara.

The City enters into this Agreement for reasons of the Contractor's expertise in the areas of first-time homebuyer assistance and mortgage financing programs. Contractor asserts that during the term of this Agreement it shall become a certified mortgage lender by the Federal National Mortgage Association (FannieMae).

Services to be Provided

A. Establishment of Necessary Program documents and Procedures

Contractor, with consultation and approval of City, will update as necessary the working documents of the BMP Program. All documents, in final form, are to be reviewed by City's legal counsel and approved by the City prior to use. Any materials developed for the BMP Program shall be the property of the City. Upon its request, all electronic and permanent copies of all databases, files, documents and materials used for the BMP Program shall be delivered to the City.

B. General Administrative Activities

Contractor will refer BMP Program clients to mortgage lenders with whom the City is working with in the BMP Program to process loans for prospective buyers of BMP units. Contractor may also fund BMP Program transactions as a direct lender.

Contractor will establish and maintain an application waiting list and an electronic database listing prospective buyers. This application waiting list will be comprised of all prospective applicants responding to program marketing and outreach efforts. Contractor shall keep copies of these records for audit purposes until termination of its contract.

Prior to the termination of its services with City, contractor shall provide copies of all files and electronic databases related to the BMP Program. Contractor shall update the list at least once a year and shall eliminate or remove records upon reasonable verification and documentation of one of the following circumstances: 1) an applicant is no longer interested in the BMP Program and has asked for his/her name to be removed from the list; 2) the applicant has moved without providing to Contractor current contact information despite a good faith effort by Contractor to obtain updated contact information; 3) Contractor has verification and documentation that the applicant no longer qualifies for the BMP Program. An electronic copy of the prospective applicants' waiting list and database shall be provided to the City annually.

Contractor will send a summary of the BMP Program with contact information to prospective BMP buyers.

At least once per year, Contractor, in conjunction with City will undertake an update of the *BMP Program Policies and Procedures Manual* for approval by the City.

Contractor will develop, as required by the City and in relations to budget resources, specific program marketing materials. All materials must be approved by the City prior to use or distribution. Contractor will provide the City an invoice for reimbursement for any City-approved costs in excess of budgeted amounts.

Contractor will establish a homebuyer education training program specific to the City's needs. The cost for this service is included in the basic compensation requested by Contractor. The reproduction of training materials required for this activity is included in the Exhibit B, Fee Schedule as part of this Agreement.

Contractor will develop a monitoring plan with a report format in consultation with City staff and shall submit an annual activity report to the City by July 30th for the previous annual period ending June 30th. The report shall include, but is not limited to, providing information such as: the BMP owner's names, the addresses of each BMP unit, the current tenancy status of the unit (i.e. owner occupied) based on an annual re-certification by the owner, the date of the re-certification, the original sales date of the unit, the original purchase price of the unit, the term of the unit's affordability covenant with expiration date, and an estimate of the current resale price of the unit (without improvements).

Contractor, in consultation with the City, will develop a customer service/client feedback evaluation system that will include, but is not limited to, an annual customer service/feedback survey of existing BMP owners and BMP applicants from the past year.

Contractor will meet at least once monthly with City staff to review its reports and BMP Program activity.

Contractor will provide the City an annual list of its Board of Directors and a staff roster of employees identified by name, position and contact information.

Contractor shall provide ready telephone access to prospective applicants to the BMP Program, and shall insure that they receive application materials within a reasonable time period after having made a request. In addition, Contractor shall designate at least one staff member as the official representative or contact for the City and its clients/applicants.

Contractor shall provide a dedicated "administrative" phone line/number for use by the City staff to contact the Contractor's assigned representative and or principals.

Contractor shall assist the City in its efforts to post relevant BMP ownership housing and first-time homebuyer information and links on the City's website.

C. Administrative Services Related to Sale and Resale of BMP Units

City will notify Contractor of new housing units available for sale and provide the location of units, size of units, the sales price for each unit, amenities, and targeted income group.

Upon request, Contractor will provide the City with current mortgage interest rates, points, and additional housing cost necessary for the City to set the sales prices of new units.

The City will refer existing BMP owners who wish to resell a BMP unit to another qualified buyer directly to Contractor for a determination of the current sales price of the unit using the established formula and referencing the appropriate State and federal income levels. A notice of unit availability, sales price, location and unit size will be sent to everyone on the waiting list, specifying a deadline for expression of interest. If the waiting list of potential buyers is insufficient, Contractor will advertise the availability of BMP units.

Interested buyers will be provided an application and a flyer describing the unit, sales price, amenities, deed restrictions and selection process with submittal deadlines. Applicants shall be given at least a two-week period to file applications prior to any established submittal deadline.

Upon receipt of applications, contractor will ensure that each application is complete and that appropriate information to document eligibility and income has been provided. Contractor will verify income and eligibility of each application received. Contractor will notify applicants of any submittal deficiencies within 48-hours and will allow applicants the ability to provide the missing information prior to any response deadlines listed on the appropriate notices.

Contractor will rank the applications according to the order stated in the *BMP Program Policies and Procedures Manual.*

Contractor will review with City staff the data submitted by each applicant prior to any disqualification or removal from eligibility.

As necessary, Contractor will conduct a lottery to rank each qualified applicant within each preference category. The lottery will be held with City staff present to review and monitor the selection process. Prior to the lottery or any selections, contractor shall review with City staff any applications that were disqualified and shall document the reasons for the applicant's disqualification. Contractor shall select a "Designated Buyer" and two "Alternate Buyers" for each available unit in the lottery. All "Designated Buyers" shall be selected first, followed by all first "Alternate Buyers" and then by all second "Alternate Buyers".

Contractor will provide the names of interested mortgage lenders to the highest ranked applicant or applicants and advise applicants regarding the program on applying for a loan. Contractor shall provide Designated Buyers a reasonable time period with a "date certain" deadline to obtain the required financing.

If the Designated Buyer is unable to obtain financing at an affordable cost or is unable to meet the program requirement to purchase the BMP unit, the next highest ranked Alternate Buyer will be offered the unit. In the event that the first Alternate Buyer is unable to purchase the BMP unit, the second highest ranked Alternate Buyer will be offered the BMP unit. If no qualified applicants are able to purchase the BMP unit for the initial advertisement or notice, Contractor shall re-advertise the unit and, if necessary, hold an additional lottery.

Contractor will assist the applicant and potential lenders in understanding the program and will help facilitate closing with a title company. Contractor will also facilitate recordation of deed restrictions and recording documents with the title company prior to close of escrow. Contractor will function in an administrative capacity and not as an "agent" for the buyer or seller parties.

Contractor will manage, for each sale, at least one "open house" for prospective buyers to inspect the property for sale.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NEIGHBORHOOD HOUSING SERVICES SILICON VALLEY, INC.

EXHIBIT B

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as :

Total Compensation for Fiscal Year 2013/14 (fiscal year starting July 1 and ending June 30):

Program Administration Fee	$5,000 per month
BMP Real Estate Sales Transaction Fee	$10,000 per unit

In no event shall the amount billed to City by Contractor for Program Administration Fees exceed the sum of SIXTY THOUSAND DOLLARS ($60,000) Fiscal Year 2013/14, subject to budget appropriations.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NEIGHBORHOOD HOUSING SERVICES SILICON VALLEY, INC.

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:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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 [Housing and Community Services Division]

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.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-02 Contract over $50,000 limited exposure.doc

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NEIGHBORHOOD HOUSING SERVICES SILICON VALLEY, INC.

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
NEIGHBORHOOD HOUSING SERVICES SILICON VALLEY, INC.

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.

NEIGHBORHOOD HOUSING SERVICES SILICON VALLEY
an independent 501(c)(3) nonprofit California corporation

By: _____
Signature of Authorized Person or Representative

Name: Matthew Huerta

Title: Executive Director

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Santa Clara

On March 6, 2014 (Date) before me, M. Israde, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Matthew Huerta (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

M. ISRADE
Commission # 1884528
Notary Public - California
Santa Clara County
My Comm. Expires Apr 25, 2014

Place Notary Seal Above

Signature: _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Agreement for the performance of services by and between the City of Santa Clara, CA and NHSSV, INC Document Date: March 6, 2014

Number of Pages: 9 pgs Signer(s) Other Than Named Above: —
plus Exhibits A-E

Capacity(ies) Claimed by Signer(s)

Signer's Name: Matthew Huerta
☒ Corporate Officer — Title(s): Executive Director
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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4/22/14

16B

CLOSED SESSION REQUEST

City of Santa Clara, California

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

☒ **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Gov. Code § 54957.6
City designated representative: Julio J. Fuentes, City Manager (or designee)
Employee Organization(s):
Unit #1 – Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2 - Santa Clara Police Officer's Association
Unit #3 – IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4 - City of Santa Clara Professional Engineers
Units #5, 7 & 8 - City of Santa Clara Employees Association
Unit #6 - AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9 – Miscellaneous Unclassified Management Employees
Unit #9A - Unclassified Police Management Employees
Unit #9B - Unclassified Fire Management Employees
Unit #10 – PSNSEA (Public Safety Non-Sworn Employees Association)

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

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

Date: April 17, 2014

Richard E. Nosky, Jr. /CE
RICHARD E. NOSKY, JR.
City Attorney

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